

# Full Privacy Notice – September 2013

## Using information about you

1. In order to provide you with products and services we need to collect, use, share and store personal information, biometric information to uniquely identify you and financial information about you, which includes personal data as defined in the EU Data Protection Directive (“your information”). This includes information which we:
  - (a) obtain from you or third parties, such as employers, joint account holders, credit reference agencies (who may search the electoral register), fraud prevention agencies or other organisations when you apply for the Agreement or any other Barclays Group product or service, or which you or they give to us at any other time; or
  - (b) learn from the way in which the Agreement is administered and managed, from the transactions made such as the date, amount, currency and the name and type of supplier (for example, supermarket services, medical services, transactions in assets, retail services) and from the payments which are made to and from your account
2. Where you provide personal and financial information about others (such as dependants, other family members and a joint account holder, where applicable) you confirm that you have their consent or are otherwise entitled to provide this information to us and for it to be used in accordance with the Agreement.
3. You authorise us to process and disclose your information relating to medical, health, lifestyle, ethnic background and criminal offences alleged or otherwise that is provided by you or that we obtain from third parties for the purposes of:
  - (a) assessing and identifying products and services;
  - (b) applying for a product of an insurance company/organisation;
  - (c) detecting and preventing crime (including without limitation fraud and money laundering);
  - (d) transferring your information in accordance with Paragraph 11(f); and
  - (e) otherwise meeting our obligations under the Agreement, including but not limited to this privacy notice.
4. Subject to applicable law, we and other companies in the Barclays Group may use your information to:
  - (a) manage your account(s) with us or with other Barclays Group companies
  - (b) carry out regulatory checks and meet our obligations to our regulators
  - (c) protect ourselves against harm to our rights and property interests
  - (d) 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). We will also share statistical information with you to help you understand your spending behaviour in comparison to broad customer trends and to help you save money
  - (e) prepare high-level anonymised statistical reports which would contain details such as the percentage of people using the tube in London. We compile these reports

from information about you and other Barclays customers. The information in these reports is never personal and you will never be identifiable from them. We may share these statistical and anonymised reports with third parties including non-Barclays companies

- (f) prevent and detect fraud, money laundering and other crime (such as identity theft)
  - (g) check if you are in the country where your payments are being made in instances where we suspect fraud on your account. We do this by using your mobile phone number to confirm whether your card and mobile phone are in or near the same country. This can help prevent fraud on your account and reduce the likelihood of your payments being rejected while you are abroad. We will not use this information for any other purpose. You can ask us to stop applying this fraud protection to your account by writing to us or calling us, or
  - (h) improve the relevance of marketing messages we may send you (which you can opt out of as stated below).
5. We may also monitor or record any communications between you and us including 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. For security and to prevent and detect crime we may use CCTV in and around our premises to monitor and collect images or recordings of your voice (or both).
6. We and other members of the Barclays Group may use your information to inform you by letter, telephone, text (or similar) messages, digital television, email and other electronic methods, about products and services (including those of others) which may be of interest to you. You may tell us at any time if you do not wish to receive marketing communications from us and/or other members of the Barclays Group by writing to us providing your full name, address and account details (please refer to the Section G of your Agreement for contact details or inform your usual Barclays contact). You can choose to receive specific content from us which does not affect your decision to opt in or out. For example, if you chose to receive a service which includes the provision of information from us, then you will continue to receive such communications until you end that service.
7. Where we and other members of the Barclays Group collect, use, share and store your information by way of electronic instructions and/or communications, such instructions and communications will be subject to the terms of Section A of your Agreement.
8. We give your information to and receive information from credit reference agencies and fraud prevention agencies. We and other organisations may access and use this information to prevent and detect fraud, money laundering and other crimes and to make credit assessments. Examples of circumstances when your information or information relating to your partner or other members of your household may be shared include:
- (a) checking details on applications for products and services, and credit and credit-related, or other, facilities;
  - (b) managing credit and credit-related accounts or facilities;
  - (c) recovering debt;
  - (d) checking details on proposals and claims for all types of insurance;
  - (e) checking details of job applicants and employees; and

- (f) making enquiries when you ask for any lending products or investment products and to assist in managing your account.
9. Information held about you by the credit reference agencies may already be linked to records relating to your partner or members of your household where a financial “association” has been created. Any enquiry we make at a credit reference agency may be assessed with reference to any “associated” records. Another person’s record will be “associated” with yours when:
- (a) you make a joint application;
  - (b) you advise us of a financial association with another person; or
  - (c) if the credit reference agencies have existing linked or “associate” records.

This “association” will be taken into account in all future applications by either or both of you and will continue until one of you applies to the credit reference agencies and is successful in filing a “disassociation”. We do not give information about savings accounts to credit reference agencies.

10. Credit reference agencies keep a record of our enquiries and may record, use and give out information we give them to other lenders, insurers and other organisations. If false or inaccurate information is provided or fraud is suspected details may be passed to fraud prevention and credit reference agencies. Law enforcement agencies may access and use this information. The information recorded by fraud prevention agencies may be accessed and used by organisations in a number of countries including the jurisdiction in which we provide services to you, the UK and in other countries. Please contact us if you want to receive details of the relevant fraud prevention agencies.
11. We may disclose information about you and the management of the Agreement to the following, wherever located in the world:
- (a) other companies within the Barclays Group (that are subject to a similar duty of confidentiality);
  - (b) our partners, and companies and organisations that provide marketing services to us at our request and under our direction (that are subject to a similar duty of confidentiality);
  - (c) other companies or organisations that assist us in reviewing your financial position, to process transactions in the exercise of our discretion under the Agreement where applicable or arising from recommendations made by us to you; for example, to obtain product quotes and recommend and complete a product purchase with a product provider;
  - (d) companies and organisations providing a service to us or acting as our agents, including, but not limited to, sub-contractors (including their agents) and professional advisers, on the understanding that they will keep your information confidential;
  - (e) companies and organisations that assist us to process transactions under the Agreement, including, but not limited to, executing trades on an exchange;
  - (f) anyone to whom we may transfer our rights and/or obligations under the Agreement;
  - (g) any third party as a result of any restructure, sale or acquisition of any company within the Barclays Group, provided that any recipient uses your information for the same purposes as it was originally supplied to us and/or used by us;

- (h) your advisers (including, but not limited to, accountants, lawyers or other professional advisers) where authorised by you;
- (i) your financial adviser or agent. Where transactions have been carried out through a financial adviser or agent, that person will be deemed to be your agent to whom full details of your information under the Agreement may be disclosed unless you advise us to the contrary in writing;
- (j) any person notified by you as authorised to give instructions or to use the service on your behalf for the purpose of managing and administering the service provided under the Agreement, to the extent reasonably necessary to enable us to perform the Agreement; and/or
- (k) where the Barclays Group has a duty to do so, or if law or regulation allows us to do so.

In order to make or receive payments, the details of the payment (including information relating to those involved in the payment) may be received from or sent to another jurisdiction, where it could be accessible by regulators and authorities in connection with their legitimate duties (for example, the prevention of crime). In instructing us to make payments, you agree to this on behalf of yourself and others involved in your payments.

12. Where we transfer your information to a service provider or agent in another country (including, without limitation, countries outside the EEA), we will make sure the service provider or agent agrees to apply the same levels of protection as we are required to apply to your information and to use your information in accordance with our instructions.
13. If you close your account, or if your application for an account or product is declined or you decide not to go ahead with it, we will keep your information afterwards. We may also continue to collect information from credit reference agencies to use after your account is closed. We will do so for as long as we are allowed to for legitimate business purposes, to help prevent fraud and other financial crime, and for other legal and regulatory reasons.
14. You can ask for a copy of your information we hold about you by writing to us. A fee may be charged for this service as permitted by appropriate law or regulation.