



**Consumer Privacy Policy
Of
AMERITRUST AUTO, LLC**



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1.1 Definitions

Affiliate: Any company that is related to AmeriTrust Auto, LLC by common ownership or by corporate control

Consumer: An individual, or that individual's legal representative, who obtains or has obtained a financial product or service from us that is used primarily for personal, family, or household purposes. Under this Policy, a Consumer does not include a business or commercial customer.

Customer: A Consumer who has a continuing relationship with us under which we provide financial products or services for personal, family, or household purposes.

Customer Information: Any nonpublic personally identifiable information pertaining to a Consumer or a Customer. Customer Information includes personal information provided to us by a Consumer, transaction information between us and a Consumer, and any other personal information we obtain about a Consumer including the simple fact that the individual is a Customer.

FCRA: Federal Fair Credit Reporting Act, specifically the Affiliate Sharing Rule

FACTA: Fair and Accurate Credit Transactions Act Section 214 Affiliate Marketing Rule

GLBA: Federal Gramm-Leach-Bliley Act, specifically Subtitle A of Title V and its implementing regulations

Information Sharing: The disclosure or exchange of Customer Information to or with a third-party, including affiliates and non-affiliates.

Joint Marketing Agreement: A written contract under which Customer information is shared with one or more financial institutions to jointly offer, endorse, or sponsor a financial product or service.

Marketing Purpose: The promotion of a product or service intended to encourage a Consumer to purchase or obtain a product or service through any medium such as telephone, direct mail, email, etc.

Non-Affiliated Third Party: A third-party who is not related to us by common ownership or by corporate control.

Service Provider: A Non-Affiliated third-party under contract to perform services for us or who acts on our behalf.



1.2 Statement of Objective

In the course of conducting business, AmeriTrust Auto, LLC collects and handles confidential Customer Information. We are committed to protecting the privacy of consumers with whom we conduct business and to ensuring the proper use and handling of Customer Information acquired in the course of our activities. Our commitment to privacy is founded on the belief that maintaining the confidentiality of Customer Information is paramount to preserving our reputation and Consumer trust. AmeriTrust Auto, LLC requires all employees, affiliates, and service providers to comply with the state and federal regulations to safeguard confidential consumer information.

This policy establishes the compliance structure to meet the requirements of Federal and State laws and regulations governing the collection and handling of Customer Information. The key elements of the compliance structure are:

- Developing and issuing privacy notices to Consumers (GLBA, FCRA; FACTA; and applicable State laws);
- Providing timely privacy disclosure to all Customers (GLBA, FCRA; FACTA; and applicable State laws);
- Assuring Information Sharing is conducted in accord with Customer preferences and as permitted by law (GLBA; FCRA; FACTA; and applicable State laws);
- Limiting disclosure of Consumer account numbers for marketing purposes (GLBA);
- Prohibiting the on-line collection of information on children (Children’s Online Privacy Protection Act/COPPA); and
- Assigning clear roles and responsibilities for compliance with and oversight of this Policy.

1.3 Collection of Customer Information

In the ordinary course of business, Customer Information is collected and retained for the purpose of serving Consumer financial needs and administering Customer account relationships. The Customer Information that is collected varies depending on the product or service and the relationship with a Customer. Customer Information includes, for example:

- Personal identification information such as Social Security number, driver’s license or government-issued ID number, date of birth, name, and address;



- Credit information such as employment information, income, assets, and credit card balances and other debt information. We also collect customer information from others, such as credit bureaus, affiliates, or other companies; or
- Transaction and experience information such as account balances, account history, payment history, investment experience, and transaction or loss history.

1.4 Disclosure Notice Content Requirement

AmeriTrust Auto, LLC shall provide a privacy notice as required under Federal and State laws to Consumers and Customers that is reasonably understandable and designed to call attention to the nature and significance of the information. Privacy notices shall accurately reflect and summarize privacy policies and practices and include information on:

- The categories of Customer Information collected;
- The categories of Customer Information shared;
- The categories of Affiliates and Non-Affiliated Third Parties with whom Customer Information is shared;
- The categories of Customer Information about former Customers that is shared and the categories of Affiliates and Non-Affiliated Third Parties with whom former Customer nonpublic personal information is shared;
- Whether Customer Information is shared with Non-Affiliated Third Parties for marketing purposes or with service providers and, if so, a statement of the categories of information shared and the categories of third parties with whom we have contracted to share information;
- A Consumer's right to opt-out of Customer Information sharing and the method to do so, if permitted and/or required;
- Whether Customer Information is shared with Affiliates and, if so, a statement on a Consumer's right to opt-out of Affiliate Information Sharing under the FCRA;
- Whether Consumer eligibility information is shared with Affiliates for their use in marketing and, if so, a statement on a Consumer's right to opt-out under the FCRA FACT Act Affiliate Marketing rule;
- Policies and practices with respect to protecting the confidentiality and security of Customer Information; and



- Other disclosure of Customer Information to Non-Affiliated Third Parties as permitted by law.

1.5 Disclosure Notice Delivery Requirement

A clear and conspicuous federal privacy notice must be provided to Consumers (1) initially, no later than when a new customer relationship is established; and, (2) annually during the continuation of the Customer relationship.

An initial privacy notice will be provided at the time a Consumer establishes a Customer relationship. The initial notice will be provided in writing (electronically, if the Customer agrees) in a form the Customer can keep.

An annual Customer privacy notice will be provided not less than every 12 months. Delivery of the annual notice shall be achieved by mailing the notice to the Customer's last known address, or, if the Customer agrees, electronically. No annual notice is required to be delivered to former Customers.

If two or more Customers jointly obtain a financial product or service, the privacy notice requirements are satisfied by providing one notice to those Customers jointly.

1.6 Sharing of Customer Information

Customer Information is shared only for ethical business purposes and in compliance with applicable federal and state laws and regulations (See Section VIII. References: Governing Laws and Regulations). In addition, Customer Information sharing practices must align with the governing federal privacy notice disclosure as well as applicable state-specific privacy notice disclosures. Customer Information may be shared with Affiliates and Non-Affiliated Third Parties for certain business purposes provided Customers are granted a right to opt-out of Information Sharing when required, and the Customer has not chosen to opt-out. Customer Information may also be shared with Affiliates and Non-Affiliated Third Parties under the specific regulatory exceptions discussed below.

1.7 Service Provider and Joint Marketing Exception

Under GLBA, no opt-out is required when Customer Information is provided to a Non-Affiliated Third Party to perform services or joint marketing (under a Joint Marketing Agreement) provided that: 1) an initial privacy notice was delivered to the Customer; and 2) there is a written contract with the third party that prohibits further disclosure or use of the Customer Information other than to carry out the



purpose for which the Customer Information is disclosed. In addition, for joint marketing, both parties must jointly offer, endorse, or sponsor a financial product or service.

Also, AmeriTrust Auto, LLC will comply with governing state-specific privacy law requirements to the extent they vary from requirements under federal laws and regulations.

1.8 Processing and Servicing Exception

The GLBA notice and opt-out requirements do not apply when Customer Information is shared as necessary to effect, administer, or enforce a transaction that a Consumer requests or authorizes.

1.9 Other Specific Exceptions

The GLBA notice and opt-out requirements do not apply when Customer Information is shared for other purposes as specified in law or regulation, such as:

- With the consent or at the direction of the Customer;
- To protect the confidentiality or security of the Customer's records pertaining to the Customer, service, product, or transaction;
- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;
- For required institutional risk control or for resolving Customer disputes or inquiries;
- To persons holding a legal or beneficial interest relating to the Customer;
- To persons acting in a fiduciary or representative capacity on behalf of the Customer;
- To provide information to insurance rate advisory organizations, guaranty funds or agencies, agencies that are rating us, persons that are assessing our compliance with industry standards, and our attorneys, accountants, and auditors;
- To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act, to law enforcement agencies (including our federal functional regulators), self-regulatory organizations, or for an investigation on a matter related to public safety;
- To a consumer reporting agency in accordance with the FCRA or from a consumer report reported by a consumer reporting agency;



- In connection with a proposed or actual sale, merger, transfer, or exchange of all or a portion of a business or operating unit if the customer information is limited solely to Customers of such business or unit;
- To comply with federal, state, or local laws, rules and other applicable legal requirements;
- To comply with a properly authorized civil, criminal, or regulatory investigation, or subpoena or summons by federal, state, or local authorities; and
- To respond to judicial process or government regulatory authorities having jurisdiction over us for examination, compliance, or other purposes as authorized by law.

1.10 Customer Right to Opt-Out of Information Sharing

Customers are to be provided the appropriate federal and/or state-specific notice of a right to opt-out of certain Information Sharing activities as disclosed in the governing privacy notice (if the entity engages in covered Information Sharing activities). This includes, but is not limited to, sharing Customer Information with Non-Affiliated Third Parties and/or with Affiliates for Marketing Purposes.

When an opt-out is offered, Customers must be granted a reasonable opportunity and a reasonable means to exercise their opt-out right (as required by applicable law and/or regulation). When an opt-out election is made by a Customer, it must be promptly processed and recorded in the designated system of record and the Customer Information must not be shared as specified. A Customer's opt-out request does not expire.

1.11 Revised Notices

A revised privacy notice must be provided before:

- Disclosing a new category of Customer Information to any Non-Affiliated Third Party;
- Disclosing Customer Information to a new category of Non-Affiliated Third Party; or
- Disclosing Customer Information about a former customer to a Non-Affiliated Third Party, if that former Customer has not had the opportunity to exercise his/her opt-out right.



A revised notice is not required if the Customer Information is disclosed to a new Non-Affiliated Third Party that was adequately described in the prior privacy notice.

A revised privacy notice must be clear and conspicuous and accurately describe the new policies and practices.

1.12 Limits on Re-disclosure and Reuse of Customer Information

We will not directly disclose or use any Customer Information, which may be received about a Customer from a non-affiliated business, to any other person not affiliated with us or any other business, unless the disclosure would otherwise be permitted by law.

1.13 Maintenance of Accuracy

We strive to maintain accurate information about our Customers and their accounts. We will endeavor to timely correct identified inaccuracies upon notification from our Customers.

1.14 Children's Online Privacy Protection Act (COPPA)

We do not operate an internet web site or online service directed to children nor does it knowingly collect information online from children

1.15 Other Related Laws and Regulations

We acknowledge that there are additional privacy-related laws and regulations including:

- Telephone Consumer Protection Act (TCPA/Do Not Call);
- Junk Fax Prevention Act (Do Not Fax); and
- CAN-SPAM Act (Email Solicitations).

AmeriTrust Auto, LLC will develop and maintain policies and procedures to assure compliance with these additional privacy-related laws and regulations and alignment with the corresponding Compliance Policies.



1.16 Administration

At least annually, the Compliance Officer will review this Policy and related procedures and recommend appropriate changes. The review will include consideration of applicable law, feedback on the effectiveness of the Policy, and any supervisory or audit input. The board will review this policy and approve any changes at least annually.

1.17 References

Gramm-Leach-Bliley Act (GLBA) Privacy of Consumer Financial Information: Subtitle A of Title V Gramm-Leach-Bliley Act; Regulation P - 12 CFR Part 1016

- Requires that customers be provided with a notice of right to opt-out of information sharing with certain Non-Affiliated Third Parties (outside of the regulatory exceptions).
- Prohibits the sharing of customer account numbers with Non-Affiliate Third Parties for marketing purposes.
- Provides a Model Privacy Notice Form, which if used properly, provides a compliance safe harbor.

Fair Credit Reporting Act (FCRA) – Affiliate Sharing: 15 USC Section 1681(a) Sub-Section 603(d)(2)(iii)
Overview – Key Points

- Applicable to consumer customers only.
- Addresses information sharing with affiliates only.
- Permits the sharing of transaction and experience information with affiliates.
- Requires that customers be provided with a notice of opt-out for the sharing of their credit information with affiliates.
- Prohibits the sharing of credit information (credit reports, credit applications) with affiliates if a customer has opted-out.

Fair and Accurate Credit Transactions Act (FACTA) Section 214 – Affiliate Marketing: 12 CFR Part 1022.20-28

Overview – Key Points

- Applicable to consumer customers only.
- Addresses the use of information for marketing purposes after it is shared with an affiliate.



- Applies to both credit information and transaction/experience information.
- Requires that customers be provided with a notice of opt-out for an affiliate's use of shared information for marketing purposes.
- Prohibits the use of information obtained from an affiliate for marketing purposes if the customer has opted-out.

California Financial Information Privacy Act (FIPA): California Financial Code Section 4050-4060
Overview – Key Points

- Applies only to consumer customers who are residents of the State of California.
- Is more protective than Federal privacy laws and regulations.
- Requires that customers be provided with a notice of opt-out for the sharing of certain customer information with affiliates and/or joint marketing partners for marketing purposes.
- The notice of opt-out must be a separate notice accompanied by a business reply envelope and must meet specific content and format requirements defined in the statute.
- The notice of opt-out is to be delivered annually.
- Prohibits the sharing of certain customer information with an affiliate until the customer has been provided with the notice of opt-out and afforded a reasonable opportunity to make an opt-out choice.
- Requires that customer be provided with multiple channels to make an opt-out choice (a business reply envelope plus two cost-free channels).
- Prohibits the sharing of certain customer information with an affiliate or joint marketer if the customer has opted-out.
- Prohibits the sharing of customer information with Non-Affiliated Third Parties for the marketing of non-financial products/services unless the customer has provided affirmative consent to do so in accordance with statutory opt-in requirements (separate document signed and dated by consumer).

Document Ownership and Maintenance

The VP of Compliance has the responsibility for defining and maintaining the information in this document on an as-needed basis. This document will be reviewed whenever there is a material change to the Company's operations, structure, business or locations or when the Company experiences either a material identity theft from a covered account or a series of related material identity thefts from one or



more covered accounts. The Program shall be reviewed no less than annually by Senior Management at the Company.

Document Approval

The following individuals are responsible for reviewing and approving each revision of this document.

Name & Title	Signature	Date
Chief Executive Officer		
VP of Compliance/Compliance Officer		

Document Revision Control

Each change made to this document after a revision is complete and published creates a new revision. The following is a history of the revisions to this document.

Revision No.	Revision Date	Description of Modification	Author



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