rather than including the form with the opt-out notice;  
(iii) Requiring the consumer who receives the opt-out notice in electronic form only, such as through posting at an Internet Web site, to opt out solely by paper mail or by visiting a different Web site without providing a link to that site.  

(c) **Specific opt-out means.** Each consumer may be required to opt out through a specific means, as long as that means is reasonable and simple for that consumer.  

§ 571.26 **Delivery of opt-out notices.**  
(a) **In general.** The opt-out notice must be provided so that each consumer can reasonably be expected to receive actual notice. For opt-out notices provided electronically, the notice may be provided in compliance with either the electronic disclosure provisions in this subpart or the provisions in section 101 of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.  
(b) **Examples of reasonable expectation of actual notice.** A consumer may reasonably be expected to receive actual notice if the affiliate providing the notice:  
(1) Hand-delivers a printed copy of the notice to the consumer;  
(2) Mails a printed copy of the notice to the last known mailing address of the consumer;  
(3) Provides a notice by e-mail to a consumer who has agreed to receive electronic disclosures by e-mail from the affiliate providing the notice; or  
(4) Posts the notice on an Internet Web site without requiring the consumer to acknowledge receipt of the notice.  

§ 571.27 **Renewal of opt-out.**  
(a) **Renewal notice and opt-out requirement.** (1) **In general.** After the opt-out period expires, you may not make solicitations based on eligibility information you receive from an affiliate to a consumer who previously opted out, unless:  
(1) The consumer has been given a renewal notice that complies with the requirements of this section and §§ 571.24 through 571.26 of this part, and a reasonable opportunity and a reasonable and simple method to renew the opt-out, and the consumer does not renew the opt-out; or  
(2) An exception in § 571.21(c) of this part applies.  
(2) **Renewal period.** Each opt-out renewal must be effective for a period of at least five years as provided in § 571.22(b) of this part.  
(3) **Affiliates who may provide the notice.** The notice required by this paragraph must be provided:  
(1) By the affiliate that provided the previous opt-out notice, or its successor; or  
(2) As part of a joint renewal notice from two or more members of an affiliated group of companies, or their successors, that jointly provided the previous opt-out notice.  
(b) **Contents of renewal notice.** The renewal notice must be clear, conspicuous, and concise, and must accurately disclose:  
(1) The name of the affiliate(s) providing the notice. If the notice is provided jointly by multiple affiliates and each affiliate shares a common name, such as “ABC,” then the notice may indicate that it is being provided by multiple companies with the ABC name or multiple companies in the ABC group or family of companies, for example, by stating that the notice is provided by “all of the ABC companies,” “the ABC banking, credit card, insurance, and securities companies,” or by listing the name of each affiliate providing the notice. But if the affiliates providing the joint notice do not
all share a common name, then the notice must either separately identify each affiliate by name or identify each of the common names used by those affiliates, for example, by stating that the notice is provided by “all of the ABC and XYZ companies” or by “the ABC banking and credit card companies and the XYZ insurance companies”;

(2) A list of the affiliates or types of affiliates whose use of eligibility information is covered by the notice, which may include companies that become affiliates after the notice is provided to the consumer. If each affiliate covered by the notice shares a common name, such as “ABC,” then the notice may indicate that it applies to multiple companies in the ABC group or family of companies, for example, by stating that the notice is provided by “all of the ABC companies,” “the ABC banking, credit card, insurance, and securities companies,” or by listing the name of each affiliate providing the notice. But if the affiliates covered by the notice do not all share a common name, then the notice must either separately identify each covered affiliate by name or identify each of the common names used by those affiliates, for example, by stating that the notice applies to “all of the ABC companies” or to “the ABC banking and credit card companies and the XYZ insurance companies”;

(3) A general description of the types of eligibility information that may be used to make solicitations to the consumer;

(4) That the consumer previously elected to limit the use of certain information to make solicitations to the consumer;

(5) That the consumer’s election has expired or is about to expire;

(6) That the consumer may elect to renew the consumer’s previous election;

(7) If applicable, that the consumer’s election to renew will apply for the specified period of time stated in the notice and that the consumer will be allowed to renew the election once that period expires; and

(8) A reasonable and simple method for the consumer to opt out.

(c) Timing of the renewal notice. (1) In general. A renewal notice may be provided to the consumer either—

(i) A reasonable period of time before the expiration of the opt-out period; or

(ii) Any time after the expiration of the opt-out period but before solicitations that would have been prohibited by the expired opt-out are made to the consumer.

(2) Combination with annual privacy notice. If you provide an annual privacy notice under the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq., providing a renewal notice with the last annual privacy notice provided to the consumer before expiration of the opt-out period is a reasonable period of time before expiration of the opt-out in all cases.

(d) No effect on opt-out period. An opt-out period may not be shortened by sending a renewal notice to the consumer before expiration of the opt-out period, even if the consumer does not renew the opt-out.

§ 571.28 Effective date, compliance date, and prospective application.

(a) Effective date. This subpart is effective January 1, 2008.

(b) Mandatory compliance date. Compliance with this subpart is required not later than October 1, 2008.

(c) Prospective application. The provisions of this subpart shall not prohibit you from using eligibility information that you receive from an affiliate to make solicitations to a consumer if you receive such information prior to October 1, 2008. For purposes of this section, you are deemed to receive eligibility information when such information is placed into a common database and is accessible by you.

Subpart D—Medical Information

SOURCE: 70 FR 70689, Nov. 22, 2005, unless otherwise noted.

§ 571.30 Obtaining or using medical information in connection with a determination of eligibility for credit.

(a) Scope. This section applies to:

(1) Any of the following that participates as a creditor in a transaction—

(i) A savings association;

(ii) A savings and loan association;

(iii) A bank;

(iv) A credit union; and

(v) A company that acts as a servicer under section 1601p of title 15, United States Code.

(b) Required disclosures.

(1) When obtaining or using medical information.

(i) Identification of the information. You must identify to the consumer the nature of the medical information that you are obtaining or using in connection with a determination of eligibility for credit.

(ii) Source of the information. You must identify to the consumer the source of the medical information you are obtaining or using.

(iii) Potential impact of obtaining or using the information. You must inform the consumer that obtaining or using the consumer’s medical information may result in a determination of the consumer’s eligibility for credit.

(2) When denying credit on the basis of medical information.

(i) Identification of the information. If you deny credit on the basis of medical information, you must identify to the consumer the nature of the medical information that was obtained or used in connection with the denial.

(ii) Source of the information. If you deny credit on the basis of medical information, you must identify to the consumer the source of the medical information that was obtained or used in connection with the denial.

(iii) Potential impact of obtaining or using the information. If you deny credit on the basis of medical information, you must inform the consumer that obtaining or using the consumer’s medical information may result in a determination of the consumer’s eligibility for credit.

(c) Limitations.

(1) You may not obtain or use a consumer’s medical information if you exercise that consumer’s right to request that you stop obtaining or using such information.

(2) You must stop obtaining or using a consumer’s medical information if you receive a request from the consumer that the consumer’s medical information not be obtained or used.

(3) Under the terms of a credit card agreement or loan contract, you may continue to obtain or use a consumer’s medical information if the consumer specifically authorizes you to continue to obtain or use medical information under the terms of such agreement or contract.

(d) No effect on opt-out period. An opt-out period may not be shortened by sending a renewal notice to the consumer before expiration of the opt-out period, even if the consumer does not renew the opt-out.