

The Huntington National Bank

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Via e-mail

John D. Hawke, Jr., Comptroller
Office of the Comptroller of the Currency
250 E Street, SW
Public Information Room, Mailstop 1-5
Washington, D.C. 20219

Jennifer J. Johnson, Secretary
Board of Governors of the Federal
Reserve System
20th Street & Constitution Avenue, NW
Washington, D.C. 20551

Attention: Docket No. 04-13

Attention: Docket No. R-1199

Re: Notice of Proposed Rulemaking
Fair Credit Reporting Act
Disposal of Consumer Information

Dear Mr. Hawke and Ms. Johnson:

This letter is submitted on behalf of The Huntington National Bank (“Huntington”) in response to the Notice of Proposed Rulemaking with respect to regulations proposed by the Office of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, and the Office of Thrift Supervision (all of the foregoing referred to herein as “Agencies”) regarding proper disposal of consumer

¹ Huntington is a subsidiary of Huntington Bancshares Incorporated, which is a \$31 billion regional financial holding company headquartered in Columbus, Ohio. Along with its affiliated companies, Huntington has more than 138 years of serving the financial needs of its customers, and provides innovative retail and commercial financial products and services through more than 300 regional banking offices in Indiana, Kentucky, Michigan, Ohio and West Virginia. Huntington, along with its affiliated companies, also offers retail and commercial financial services online at www.huntington.com; through its technologically advanced, 24-hour telephone bank; and through its network of nearly 700 ATMs. Selected financial service activities are also conducted in other states including: Dealer Sales offices in Florida, Georgia, Tennessee, Pennsylvania and Arizona; Private Financial Group offices in Florida; and Mortgage Banking offices in Florida, Maryland and New Jersey. International banking services are made available through the headquarters office in Columbus and additional offices located in the Cayman Islands and Hong Kong.

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information pursuant to section 216 of the Fair and Accurate Credit Transactions Act of 2003, which amended the Fair Credit Reporting Act.

Our primary concern with the proposal is the one-year period for financial institutions to modify contracts with service providers to incorporate the consumer information disposal requirements. We note that the Agencies provided a two-year grandfathering of service provider agreements in the privacy rules and in the information security guidelines issued under the Gram-Leach-Bliley Act (*e.g.*, 12 C.F.R. 40.18(c); 12 C.F.R. Part 30, Appendix B, Section G.2.). A two-year period would also be appropriate under the consumer information disposal regulation.

Whether or not amendments to service provider contracts need to be made may depend on what terms were used in those contracts to describe the information security requirements provided for in such contracts. For example, if the contract referred to information by reference to "customer information" as defined in the information security guidelines, the provisions of the service provider contract may not be broad enough to include "consumer information" under these new consumer information disposal rules, whereas if some broader terminology was used, no amendment may be required. It could take a significant period of time just to identify what contracts may need to be amended, and then take significant further time to negotiate any amendments with the other party. A two-year period not only allows a longer period of time to accomplish all of this, but will probably also allow for a significant number of service provider contracts to run their term and thus either need no amending or be in a position to be amended at the time of renewal rather than trying to renegotiate in the middle of a contract term.

Thank you for consideration of these comments. If you have any questions concerning our comments, or if we may otherwise be of assistance in connection with this matter, please do not hesitate to contact the undersigned at 614-480-5760.

Sincerely,



Daniel W. Morton
Senior Vice President & Senior Counsel