

**UNITED STATES OF AMERICA
CONSUMER FINANCIAL PROTECTION BUREAU**

ADMINISTRATIVE PROCEEDING
File No. 2024-CFPB-0009

In the Matter of:

TD Bank, N.A.

CONSENT ORDER

The Consumer Financial Protection Bureau (Bureau) has reviewed the consumer credit furnishing practices of TD Bank, N.A. (Respondent, as defined below) and has identified the following violations of the Fair Credit Reporting Act (FCRA), 15 U.S.C. §§ 1681 *et seq.*, its implementing Regulation V, 12 C.F.R. §§ 1022.40-43 (known as the Furnisher Rule), and the Consumer Financial Protection Act of 2010 (CFPA), 12 U.S.C. §§ 5531, 5536.

Specifically, the Bureau identified the following violations relating to credit card accounts offered by Respondent:

- (1) Respondent failed to promptly correct information furnished to Consumer Reporting Agencies (CRAs) after it determined the furnished information was not complete or accurate, in violation of the FCRA, 15 U.S.C. § 1681s-2(a)(2);

- (2) Respondent failed to conduct reasonable and timely investigations of consumer disputes, in violation of the FCRA, 15 U.S.C. § 1681s-2(a)(8)(E) and (b)(1)-(2), and Regulation V, 12 C.F.R. § 1022.43(e);
- (3) Respondent failed to investigate consumer disputes and took unreasonable advantage of consumers' inability to protect their interests, in violation of the CFPB's prohibition on abusive acts or practices, 12 U.S.C. §§ 5531(a), (d)(2)(B) and 5536(a)(1)(B);
- (4) Respondent failed to properly report account statuses pursuant to the FCRA as amended by the CARES Act, in violation of the FCRA, 15 U.S.C. § 1681s-2(a)(1)(F)(ii);
- (5) Respondent failed to report dates of first delinquency, in violation of the FCRA, 15 U.S.C. § 1681s-2(a)(5)(A);
- (6) Respondent failed to properly notify consumers when Respondent deemed disputes frivolous or irrelevant, in violation of the FCRA, 15 U.S.C. § 1681s-2(a)(8)(f)(ii)-(iii), and Regulation V, 12 C.F.R. § 1022.43(f)(2)-(3); and
- (7) Respondent failed to establish and implement reasonable written policies and procedures regarding the information Respondent furnished, in violation of Regulation V, 12 C.F.R. § 1022.42(a)-(c).

The Bureau also identified the following violations of law relating to deposit accounts offered by Respondent:

- (8) Respondent failed to promptly correct information furnished to Nationwide Specialty Consumer Reporting Agencies (NSCRAs) after it determined the furnished information was fraudulent, in violation of the FCRA, 15 U.S.C. § 1681s-2(a)(2); and
- (9) Respondent failed to establish and implement reasonable written policies and procedures regarding the information Respondent furnished to NSCRAs, in violation of Regulation V, 12 C.F.R. § 1022.42(a)-(c).

Respondent's violations of the FCRA and Regulation V are also violations of the

CFPA, 12 U.S.C. § 5536(a)(1)(A). Under sections 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563, 5565, the Bureau issues this Consent Order (Consent Order or Order).

I.

Jurisdiction

1. The Bureau has jurisdiction over this matter under sections 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563 and 5565, and section 621 of the FCRA, 15 U.S.C. § 1681s(b)(1)(H).

II.

Stipulation

2. Respondent has executed a “Stipulation and Consent to the Issuance of a Consent Order,” dated September 10, 2024 (Stipulation), which is incorporated by reference and is accepted by the Bureau. By this Stipulation, Respondent has consented to the issuance of this Consent Order by the Bureau under sections 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563, 5565, without admitting or denying any of the findings of fact or conclusions of law, except that Respondent admits the facts necessary to establish the Bureau’s jurisdiction over Respondent and the subject matter of this action.

III.

Definitions

3. The following definitions apply to this Consent Order:
 - a. “Affected Consumers” include:
 - i. Retail Card consumers about whom Respondent furnished inaccurate information that consumers’ accounts were past due between November 1, 2015 and May 31, 2019 after consumers had paid their accounts in full or settled their accounts through the third-party collections agency Admin Recovery, LLC;
 - ii. Retail Card consumers for whom, as described in Paragraphs 20 and 22, Respondent reported a delinquency status or charge-off but failed to provide an accurate date of first delinquency from September 29, 2017 through the Effective Date, as to whom (1) Respondent reported a date of first delinquency that was inaccurate by 365 days or more; or (2) Respondent did not correct or delete the tradeline before seven years following the date of first delinquency;
 - iii. Retail Card consumers for whom, as described in Paragraph 24, Respondent reported a delinquency status or charge-off but failed to provide a date of first delinquency at all, from September 29,

2017 through the Effective Date; and

- iv. Retail Card and U.S. Bankcard consumers who were granted accommodations from Respondent through the TD Cares program but about whom Respondent reported information in violation of 15 U.S.C. § 1681s-2(a)(1)(F) or who were charged fees contrary to Respondent’s policies for the TD Cares program, from March 28, 2020 through July 14, 2021.
- b. “Board” means Respondent’s duly-elected and acting Board of Directors.
- c. “Consumer Reporting Agency” or “CRA” means any person which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties, and which uses any means or facility of interstate commerce for the purpose of preparing or furnishing consumer reports. 15 U.S.C. § 1681a(f).
- d. “Direct Dispute” is synonymous in meaning and equal in scope to the definition of the term, as of the Effective Date, in subpart E of Regulation V, 12 C.F.R. § 1022.41(b), and includes a dispute submitted directly to a Furnisher by a consumer concerning the

accuracy of any information contained in a consumer report and pertaining to an account or other relationship that the Furnisher has or had with the consumer.

- e. “Effective Date” means the date on which the Consent Order is entered on the administrative docket.
- f. “Enforcement Director” means the Assistant Director of the Office of Enforcement for the Consumer Financial Protection Bureau, or their delegate.
- g. “Furnisher” means an entity that furnishes information relating to consumers to one or more Consumer Reporting Agencies for inclusion in a consumer report. 12 C.F.R. § 1022.41(c).
- h. “Indirect Dispute” means a dispute made by a consumer, directly or indirectly through a reseller, to a Consumer Reporting Agency regarding the completeness or accuracy of any item of information provided by Respondent to a Consumer Reporting Agency. 15 U.S.C. § 1681i.
- i. “Nationwide Specialty Consumer Reporting Agency” or “NSCRA” means a Consumer Reporting Agency that compiles and maintains files on consumers on a nationwide basis relating to: (1) medical records or payments; (2) residential or tenant history; (3) check

writing history; (4) employment history; or (5) insurance claims. 15
U.S.C. § 1681a(x).

- j. “Supervision Director” means the Assistant Director of the Office of Supervision for the Consumer Financial Protection Bureau, or their delegate.
- k. “Related Consumer Action” means a private action by or on behalf of one or more consumers or an enforcement action by another governmental agency brought against Respondent based on substantially the same facts as described in Section IV of this Consent Order.
- l. “Relevant Period” includes from January 1, 2017 to December 31, 2023.
- m. “Respondent” means TD Bank, N.A. and its successors and assigns.
- n. “Retail Card Services” (“Retail Card”) means Respondent’s private-label portfolio of credit cards marketed by other retail brands but issued by Respondent.
- o. “U.S. Bankcard” means a portfolio of Respondent’s own branded credit cards.

IV.

Bureau Findings and Conclusions

The Bureau finds the following:

4. Respondent is a national bank headquartered in Cherry Hill, New Jersey. As of September 30, 2023, Respondent had approximately \$350 billion in total assets.
5. Respondent is an insured depository institution with assets greater than \$10,000,000,000 within the meaning of 12 U.S.C. § 5515(a).
6. Respondent is a “covered person” under 12 U.S.C. § 5481(6) because it “engages in offering or providing a consumer financial product or service,” including by (1) extending credit, (2) engaging in deposit-taking activities, and (3) furnishing. 12 U.S.C. § 5481(6)(A), 15(A)(i), 15(A)(iv), 15(A)(ix).
7. Respondent is also a Furnisher under the FCRA and Regulation V because it “furnishes information relating to consumers to one or more consumer reporting agencies for inclusion in a consumer report.” 12 C.F.R. § 1022.41(c).
8. Respondent furnishes, and during the Relevant Period furnished, information regarding consumer credit card accounts to CRAs. These credit card accounts included two separate portfolios: Retail Card Services and U.S. Bankcard.

9. Respondent also furnishes, and during the Relevant Period furnished, consumer deposit account information to NSCRAs.

**Findings and Conclusions as to Respondent's Failure to Promptly Correct
Furnished Information**

10. Section 623(a)(2) of the FCRA requires a Furnisher to promptly update and correct information furnished to a CRA that the Furnisher "determines is not complete or accurate." 15 U.S.C. § 1681s-2(a)(2).
11. Respondent failed to promptly correct and update information it furnished to the CRAs once it determined that the information was not complete or accurate.

Settled-in-Full and Paid-in-Full Accounts

12. In November 2015, Respondent and a third-party collections company entered into an agreement under which Respondent assigned the company the right to collect on a portfolio of charged-off Retail Card accounts.
13. The debt collector sent Respondent a monthly file showing the payments made by consumers, but Respondent failed to enter that data into its system of record.
14. As a result, consumers' payments were not reflected when Respondent furnished information to the CRAs concerning those accounts, including in instances in which consumers had settled or paid their accounts in full.
15. Respondent discovered the issue in April 2017. Approximately two years

later, on June 28, 2019, Respondent provided the CRAs with a file that updated all accounts that were paid-in-full or settled-in-full between November 2015 and August 2018.

16. On August 30, 2019, Respondent sent a second file to the CRAs that updated all accounts that were paid-in-full or settled-in-full between September 2018 and July 2019.
17. In all, this issue caused Respondent to inaccurately furnish information regarding more than 28,000 Retail Card accounts for years.
18. As a result, Respondent violated section 623(a)(2) of the FCRA because Respondent failed to promptly update and correct information furnished to a CRA that Respondent determined was not complete or accurate. 15 U.S.C. § 1681s-2(a)(2).

Date of First Delinquency

19. When a credit card account is charged off, Furnishers must report the date of first delinquency (DOFD), which is the month and year of the commencement of the delinquency on the account that immediately preceded the action. 15 U.S.C. § 1681s-2(a)(5)(A).
20. Instead, for at least 47,000 Retail Card accounts, Respondent used the charge-off date as the DOFD, which was several months after the commencement of the delinquency preceding the charge-off.

21. Respondent's use of the charge-off date as the DOFD made a delinquency on a consumer's account look as though it had occurred more recently than it had, in fact, occurred. It could result in the delinquent information staying on the consumer's report longer than it should.
22. In addition, Respondent inaccurately calculated the commencement of the delinquency for purposes of the DOFD based on the cycle date of the account (when a new billing cycle begins) rather than the account due date, when a customer's monthly payment is due. This error caused Respondent to report an incorrect month for about 1,500 Retail Card accounts.
23. Respondent identified these two issues by August 2018 and did not update furnishing to accurately report the DOFDs on the affected accounts until at least July 2019.
24. And finally, for at least 13,000 Retail Card accounts, Respondent failed to furnish a DOFD at all when reporting delinquent accounts or charge-offs to CRAs.
25. As a result, Respondent violated section 623(a)(2) of the FCRA because Respondent failed to promptly update and correct information furnished to a CRA that Respondent determined was not complete or accurate. 15 U.S.C. § 1681s-2(a)(2).

Confirmed Fraud

26. In numerous instances, Respondent failed to update its furnishing to CRAs after Respondent determined that a credit card account had been opened due to confirmed fraud.
27. Respondent was aware no later than August 2018 that it failed to update its furnishing to CRAs after Respondent had determined the accounts were opened fraudulently.
28. Respondent did not update the account statuses or implement a systemic correction to address the underlying issue until at least January 2019.
29. As a result, Respondent violated section 623(a)(2) of the FCRA because Respondent failed to promptly update and correct information furnished to a CRA that Respondent determined was not complete or accurate. 15 U.S.C. § 1681s-2(a)(2).

Bankruptcy Status

30. Respondent inaccurately or incompletely furnished the bankruptcy status of Retail Card accounts in multiple respects.
31. First, Respondent furnished the accounts without indicating the status of the accounts in bankruptcy, such as petition filed, discharged, dismissed, or withdrawn.
32. As a result, the bankruptcy status, including any bankruptcy discharge, was

- not accurately furnished for tens of thousands of Retail Card accounts.
33. Respondent identified the issue no later than August 2018 and took over 16 months to correct the account furnishing.
 34. Second, Respondent failed to accurately furnish the correct bankruptcy chapter for certain accounts that had been discharged through bankruptcy. As a result, accounts with a bankruptcy discharge under Chapter 13 (with a repayment plan) may have been incorrectly reported as a Chapter 7 discharge (with no repayment plan).
 35. Third, data concerning more than 27,000 Retail Card accounts in a discharged status was furnished repeatedly for several months, rather than only in the month in which the discharge occurred, which is the industry standard under the Metro 2 format for electronic data reporting. This could indicate to creditors or other users of the furnished information that a bankruptcy discharge occurred more recently than it, in fact, occurred.
 36. Respondent identified the second and third issues by at least January 2021 and did not implement updates to correct consumer reporting until at least April 2022.
 37. Therefore, Respondent violated section 623(a)(2) of the FCRA because Respondent failed to promptly update and correct information furnished to a CRA that Respondent determined was not complete or accurate. 15 U.S.C. §

1681s-2(a)(2).

Voluntarily Closed Accounts

38. Respondent inaccurately furnished the account status of nearly 4,800 Retail Card accounts that had been voluntarily closed as current and open rather than paid or closed with zero-dollar balances.
39. Respondent also inaccurately furnished the date accounts were closed. Respondent provided the date Respondent was furnishing the information, rather than the date on which the consumer voluntarily closed the account.
40. Respondent identified these issues no later than August 2018 and did not fully update consumer reporting until January 2020.
41. Therefore, Respondent violated section 623(a)(2) of the FCRA because Respondent failed to promptly update and correct information furnished to a CRA that Respondent determined was not complete or accurate. 15 U.S.C. § 1681s-2(a)(2).

Findings and Conclusions as to Respondent's Failure to Report a DOFD Where Required

42. Under section 623(a)(5) of the FCRA, a Furnisher is required to provide to CRAs the DOFD on a delinquent account being placed for collection, charged to profit or loss, or subjected to any similar action. 15 U.S.C. § 1681s-2(a)(5)(A).
43. As discussed above, for at least 13,000 Retail Card accounts, Respondent

failed to furnish DOFDs where it was required to do so.

44. Therefore, Respondent violated section 623(a)(5)(A) of the FCRA, 15 U.S.C. § 1681s-2(a)(5)(A).

Findings and Conclusions as to Respondent’s Failure to Conduct Reasonable and Timely Investigations of Consumer Disputes

Direct Disputes

45. Section 623(a)(8)(E) of the FCRA and section 1022.43(e) of Regulation V generally require Furnishers to conduct a reasonable investigation of Direct Disputes and to complete the investigation within 30 days. 15 U.S.C. §§ 1681s-2(a)(8)(E), 1681i(a)(1)(A); 12 C.F.R. § 1022.43(e).
46. In 2018, Respondent identified significant issues with Retail Card Direct Dispute investigations. These issues included problems with timeliness, the quality of investigations, and the accuracy of updates.
47. Due to these issues, Respondent failed to investigate Direct Disputes with the quality and accuracy required by the FCRA’s “reasonable investigation” standard.
48. Respondent also failed to complete investigations within the required time periods on numerous occasions over lengthy periods of time.
49. Throughout 2018 and most of 2019, Respondent failed to resolve the majority of Direct Disputes it received within the 30-day requirement set by the FCRA.

50. In addition to the quality concerns driving some of the failures to complete investigations, from September 2018 to March 2019, Respondent redirected resources away from Retail Card dispute investigations altogether in order to prioritize a separate regulatory matter.
51. As a result, Direct Dispute investigations were not conducted for seven months.
52. Between 2017 and 2021, at least 2,348 Direct Disputes were not timely investigated.
53. Respondent's failure to perform reasonable and timely investigations of Direct Disputes violated 15 U.S.C. § 1681s-2(a)(8)(E) and 12 C.F.R. § 1022.43(e).

Indirect Disputes

54. Section 1681s-2(b)(1) and (2) of the FCRA also impose requirements for Furnishers to investigate Indirect Disputes, which are disputes that consumers initially send to CRAs and the CRAs then send to the Furnisher.
55. Between 2017 and 2021, in tens of thousands of instances, Respondent failed to investigate Indirect Disputes in compliance with these requirements.
56. For over 22,000 Indirect Disputes, not only did Respondent fail to conduct reasonable investigations within the prescribed time period, Respondent failed to perform any investigation at all.

57. Only after Respondent determined that it was failing to perform any investigation at all of Indirect Disputes did Respondent decide to rely on CRAs to delete the disputed tradelines after the time period for investigation had passed.
58. Respondent did not confirm with the CRAs that disputed tradelines had in fact been deleted, contact consumers to determine whether tradeline deletion was the result they sought, nor update its own system of record following its failure to investigate these disputes.
59. In instances when Respondent did perform an investigation of Indirect Disputes and report back to the CRAs within 30 days, in many cases it failed to conduct reasonable investigations due to deficiencies in investigation quality. For example, Respondent's representatives did not review all relevant information provided by the CRA or did not accurately report the results of the investigation to the CRA.
60. As a result, Respondent violated the FCRA, 15 U.S.C. § 1681s-2(b)(1)-(2).

Findings and Conclusions as to Respondent's Abusive Failure to Conduct Investigations of Consumer Disputes

61. Section 1036(a)(1)(B) of the CFPA prohibits "unfair, deceptive, or abusive" acts or practices. 12 U.S.C. §§ 5331(a), 5536(a)(1)(B).
62. An act or practice is abusive under the CFPA if, among other things, it "takes unreasonable advantage of the inability of the consumer to protect the

interests of the consumer in selecting or using a consumer financial product or service.” 12 U.S.C. § 5531(d)(2)(B). As described in Paragraphs 45-60, Respondent’s decision to divert resources away from investigating Direct and Indirect Disputes took unreasonable advantage of the inability of consumers to protect their interest in accurate credit reporting when using Respondent’s credit cards.

63. Between at least 2018 and 2019, when a consumer submitted a Direct Dispute to Respondent, Respondent did not timely investigate the dispute.
64. Between at least 2018 and 2019, when a consumer submitted an Indirect Dispute through a CRA and the CRA sent the dispute to Respondent, Respondent did not investigate the dispute.
65. When consumers selected and used Respondent’s credit cards, they were unable to predict that Respondent would fail to investigate disputes.
66. These consumers had already entered into a relationship with Respondent for access to Respondent’s credit cards, and so they could not select another provider to conduct those dispute investigations and then furnish the disputed information accurately.
67. Consumers had no ability to correct the information on their credit reports except through Respondent.
68. By making the decision to divert resources away from dispute investigations,

Respondent took away the consumer's ability to protect themselves against inaccurate information on their credit report.

69. Because consumers were unable to anticipate Respondent's failure to investigate disputes or to select another provider to furnish information about their credit cards, Respondent was able to take unreasonable advantage of consumers' inability to protect their interest in accurate credit reporting.
70. Therefore, Respondent violated the CFPA, 12 U.S.C. §§ 5531(a), (d)(2)(B) and 5536(a)(1)(B).

Findings and Conclusions as to Respondent's Failure to Properly Notify U.S. Bankcard Consumers When Respondent Determined Their Dispute was Frivolous or Irrelevant

71. Under the FCRA and Regulation V, Furnishers are not required to investigate a Direct Dispute if the Furnisher "has reasonably determined that the dispute is frivolous or irrelevant." 15 U.S.C. § 1681s-2(a)(8)(F); 12 C.F.R. § 1022.43(f)(1).
72. Upon making such a determination, however, the Furnisher must "notify the consumer of the determination" within a prescribed time period and the notice provided "must include the reasons for such determination and identify any information required to investigate the disputed information." 12 C.F.R. § 1022.43(f)(2)-(3); 15 U.S.C. § 1681s-2(a)(8)(F)(ii)-(iii).
73. From at least January 1, 2017 through October 2020, Respondent failed to

notify consumers who submitted Direct Disputes regarding their U.S.

Bankcard accounts that Respondent had determined that their disputes were frivolous or irrelevant or to explain the reasons for that determination.

74. Therefore, Respondent violated the FCRA and Regulation V, 15 U.S.C. § 1681s-2(a)(8)(F) and 12 C.F.R. § 1022.43(f).

Findings and Conclusions as to Respondent’s Failure to Establish and Implement Reasonable Written Policies and Procedures Pertaining to the Information Respondent Furnished Regarding Credit Card Accounts

75. Regulation V requires Furnishers to “establish and implement reasonable written policies and procedures regarding the accuracy and integrity of the information relating to consumers that it furnishes to a consumer reporting agency.” 12 C.F.R. § 1022.42(a).
76. The policies and procedures must be appropriate to the “nature, size, complexity, and scope” of the furnisher’s activities. 12 C.F.R. § 1022.42(a).
77. As set forth below, Respondent failed to establish and implement reasonable written policies and procedures pertaining to its furnishing practices.

Furnishing Policies and Procedures

78. Since at least 2014, Respondent used a third-party vendor as its system of record processor for all furnishing related to the Retail Card credit card portfolio.
79. In June 2017, an internal compliance monitoring report for Retail Card found

that neither Respondent nor the vendor maintained any written procedures for the credit reporting processes the vendor was to follow.

80. The report also found that Respondent had no internal controls in place to validate the accuracy of the data sent to CRAs by the vendor.
81. Respondent furnishes consumer credit information on the credit cards it services by sending monthly data files (Metro 2 files) to CRAs using Metro 2, the industry standard electronic data reporting format.
82. Upon conversion to the Metro 2 reporting format in 2017, Respondent failed to establish and implement sufficient policies and procedures to explain how Respondent should furnish specific pieces of information.
83. For example, after converting to the Metro 2 furnishing format in 2017, Respondent did not update its procedures to direct representatives to input information about consumers' bankruptcy status until February 2022, over four years after implementing the Metro 2 reporting format. As a result, changes in consumers' bankruptcy statuses were not accurately furnished.
84. As a result, Respondent violated Regulation V by failing to establish and implement reasonable written policies and procedures, 12 C.F.R. § 1022.42(a)-(c).

Address and Time Period for Fraud Disputes

85. Section 1022.43(a) of Regulation V requires Furnishers in receipt of a Direct

Dispute to conduct a reasonable investigation within 30 days in most instances, with a possible extension to 45 days if certain factors are present.

86. Beginning in at least 2017, when Retail Card accountholders contacted Respondent to report a fraudulently opened account, Respondent's internal procedures directed its representatives to send consumers a form that contained the return mailing address used for billing error disputes under Regulation Z, rather than the address specified for submission of Direct Disputes concerning credit reporting under the FCRA.
87. As a result, Direct Disputes sent to this incorrect address were not resolved within 30 days, in compliance with FCRA requirements, but were instead resolved within the longer time period allowed by the billing error resolution procedures in Regulation Z.
88. Respondent did not update its procedures to provide the correct address until at least January 2019.
89. As a result, Respondent violated Regulation V by failing to establish and implement reasonable written policies and procedures, 12 C.F.R. § 1022.42(a)-(c).

Document Retention

90. Appendix E to Regulation V provides that a Furnisher should maintain records "for a reasonable period of time, not less than any applicable

recordkeeping requirement, in order to substantiate the accuracy of any information about consumers it furnishes that is subject to a direct dispute.”

12 C.F.R. § 1022, Appendix E (III)(c).

91. Prior to 2020, Respondent purported to require internal records to be retained for seven years; however, Respondent failed to actually retain certain records in accordance with its requirement.
92. Until 2020, Respondent used an outside vendor for all dispute resolution relating to the U.S. Bankcard credit card portfolio.
93. During that time, Respondent both failed to ensure that the vendor retained records for longer than one year, and failed itself to maintain any copies of the data that was furnished.
94. As a result, Respondent violated Regulation V by failing to establish and implement reasonable written policies and procedures, 12 C.F.R. § 1022.42(a)-(c), including by considering and incorporating the appropriate guidelines set forth in Appendix E of 12 C.F.R. part 1022.

Findings and Conclusions as to Respondent’s Failure to Properly Furnish Account Statuses Pursuant to the FCRA as Amended by the CARES Act

95. The CARES Act amendments to the FCRA were passed in response to the COVID-19 pandemic. The amendments required Furnishers who offered accommodations programs during the covered period, which allowed consumers to delay payments that were otherwise due, to furnish

information indicating that consumers who were enrolled in accommodations were current or maintained their delinquency status. 15 U.S.C. § 1681s-2(a)(1)(F)(ii).

96. Respondent implemented and maintained a COVID-19 accommodations program during the covered period known as “TD Cares” from March 27, 2020 until February 28, 2021.
97. During this time, Respondent’s furnishing for the “TD Cares” program suffered from three separate errors that affected hundreds of accounts:
 - a. First, beginning in at least March 2020, Respondent incorrectly furnished U.S. Bankcard accounts that were current when they entered the accommodations program as delinquent and did not correct the errors until February 12, 2021;
 - b. Second, beginning in at least March 2020, Respondent improperly advanced the delinquency status of other U.S. Bankcard accounts in the accommodations program and did not correct all of these errors until July 14, 2021; and
 - c. Third, beginning in at least March 2020, Respondent incorrectly furnished as delinquent Retail Card accounts that were current when they requested and were approved for accommodations and, for some of these accounts, assessed late fees contrary to the Bank’s own

policies. Respondent did not correct these errors until at least October 2020.

98. As a result, Respondent violated the CARES Act amendments to the FCRA. 15 U.S.C. § 1681s-2(a)(1)(F)(ii).

Findings and Conclusions as to Respondent's Violations of the FCRA and Regulation V Regarding Respondent's Furnishing of Deposit Account Information

99. Respondent furnishes consumer deposit account information to NSCRAs.

Policies and Procedures

100. Respondent failed to sufficiently maintain and implement written policies and procedures for furnishing related to consumer deposit accounts.
101. This deficiency resulted in the furnishing of inaccurate information for hundreds of thousands of accounts.
102. Respondent's policies and procedures pertaining to its deposit account furnishing practices were deficient in numerous respects, including by:
- a. Failing to instruct NSCRAs to delete accounts Respondent determined to be fraudulent upon receipt and investigation of fraud allegations received through a non-dispute channel;
 - b. Failing to require notification to NSCRAs that information being furnished was subject to a consumer dispute; and
 - c. Failing to establish and implement procedures to ensure that

Respondent conducted reasonable investigations of Indirect Disputes, including by failing to ensure agents added indirect disputes to an internal tracking system.

103. As a result, Respondent violated Regulation V by failing to establish and implement reasonable written policies and procedures regarding its deposit account furnishing, 12 C.F.R. § 1022.42(a)-(c).

Inaccurate Furnishing

104. Respondent failed to promptly correct information regarding deposit accounts it had furnished to NSCRAs after it confirmed that the accounts were fraudulent.
105. No later than January 2022, Respondent identified a large number of deposit account openings that were either confirmed or suspected to be fraudulent.
106. By April 2023, Respondent determined that it was still furnishing account information, including derogatory information indicating that some of the fraudulent accounts were overdrawn, for hundreds of thousands of the accounts that Respondent had confirmed or suspected to be fraudulent.
107. Respondent did not fully correct the information it furnished about these accounts until August 2023.
108. As a result, Respondent violated section 623(a)(2) of the FCRA, 15 U.S.C. § 1681s-2(a)(2).

Findings and Conclusions as to Respondent's Violation of the Consumer Financial Protection Act Through its FCRA Violations

109. Under the CFPA, a covered person's violation of a Federal consumer financial law, which includes enumerated consumer laws and rules thereunder, violates the CFPA. 12 U.S.C. § 5536(a)(1)(A).
110. The FCRA and Regulation V are Federal consumer financial laws. 12 U.S.C. § 5481(12)(F), (14).
111. Therefore, Respondent's violations of the FCRA and Regulation V, described above, constitute violations of section 1036(a)(1)(A) of the CFPA. 12 U.S.C. § 5536(a)(1)(A).

V.

Conduct Provisions

Prohibited Conduct

IT IS ORDERED, under sections 1053 and 1055 of the CFPA, that:

112. Respondent and its officers, agents, servants, employees, and attorneys, and all other persons in active concert or participation with them who receive actual notice of this Consent Order, whether acting directly or indirectly, may not violate the CFPA, 12 U.S.C. §§ 5531 and 5536; the FCRA, 15 U.S.C. § 1681s-2; and Regulation V, 12 C.F.R. §§ 1022.42 and 1022.43, and Appendix E, in connection with the furnishing of credit card and deposit

account information on consumer credit reports, including with respect to the following:

- a. Upon determination that information Respondent furnished to a CRA is not complete or accurate, Respondent must promptly correct that information and shall not thereafter furnish to a CRA any of the information that remains incomplete or inaccurate; and
- b. Upon receipt of a Direct Dispute or notice of an Indirect Dispute, Respondent must conduct reasonable and timely investigations.

Affirmative Requirements

IT IS ORDERED, under sections 1053 and 1055 of the CFPA, that:

113. Respondent must take the following affirmative actions with respect to its furnishing of credit card and deposit account information:

- a. Respondent shall prepare an annual report for Respondent's Board or a committee thereof summarizing Respondent's compliance with this Consent Order and the FCRA. The report should, at a minimum:
 - i. Document and compile all material credit reporting issues identified by Respondent's audit, compliance, legal, information technology, systems engineering, and business units; document the point of contact responsible for resolving each issue; track correction and remediation of the issues identified; and document

the length of time each issue has been outstanding. Material credit reporting issues are determined by factors including but not limited to: (1) the scope of the issue (e.g., number of potentially affected accounts or disputes); (2) the root cause of the issue; (3) the likelihood of recurrence; (4) the impact on compliance with applicable laws or regulations; (5) the duration of the issue; and (6) the likelihood of consumer harm;

- ii. Include all audits, analyses, trend reports, and other evaluations undertaken to ensure Respondent's compliance with this Order;
 - iii. Include an explanation of any root cause identified related to order compliance, credit report furnishing, or dispute-handling issues identified in (a)(i) and (ii);
 - iv. Include an analysis of the types, numbers, and channels of consumer complaints relating to Respondent's furnishing to CRAs; and
 - v. Recommend any actions or investments, including personnel, systems, and technology investments, that should be taken to address the issues identified in (a)(i);
- b. Retain all Direct Disputes and notices of Indirect Disputes and all Direct Dispute response letters for at least 5 years;

- c. On a monthly basis, take reasonable steps to identify and resolve any errors after furnishing Metro 2 files to CRAs, and resolve identified errors in Respondent's Metro 2 files promptly after discovering the error or suppress any affected fields until such time as they are corrected;
- d. On an annual basis, conduct an assessment of the sufficiency of staffing to investigate Direct and Indirect Disputes in light of the volume of such disputes and address deficiencies to ensure Respondent conducts reasonable and timely investigations; and
- e. On an annual basis, examine and, where necessary, establish and implement changes to Respondent's policies and procedures to ensure that its credit card and deposit furnishing practices comply with the FCRA and Regulation V.

VI.

Compliance Plan

IT IS FURTHER ORDERED that:

- 114. Within 90 days of the Effective Date, Respondent must create and implement a comprehensive compliance plan designed to ensure that Respondent's furnishing of consumer information related to credit cards and deposit accounts complies with all applicable laws that the Bureau enforces,

including Federal consumer financial laws, and the terms of this Consent Order (Compliance Plan). The Compliance Plan must include, at a minimum:

- a. Detailed steps for addressing each action required by this Consent Order;
- b. A mechanism to ensure that the Board is kept apprised of the status of compliance actions; and
- c. Specific timeframes and deadlines for implementation of the steps described above.

Respondent will provide the Compliance Plan to the Bureau upon request.

VII.

Role of the Board and Executives

IT IS FURTHER ORDERED that:

115. Respondent's Board has the ultimate responsibility for ensuring that Respondent complies with this Consent Order.
116. Respondent's Chief Executive Officer and Respondent's Board or a committee thereof must review all plans, reports, programs, policies, and procedures required by this Consent Order, and any submissions to the Bureau prior to such submission.
117. One year after the Effective Date, Respondent must submit to the Supervision Director an accurate written compliance progress report

(Compliance Report) that has been approved by the Board, or a committee thereof, the accuracy of which is sworn to under penalty of perjury, and which, at a minimum:

- a. Describes the steps that Respondent's Board or a committee thereof and Respondent's Chief Executive Officer have taken to reasonably assess whether Respondent is complying with the Redress Plan, Compliance Plan, and each applicable paragraph and subparagraph of the Order;
- b. Describes in detail whether and how Respondent has complied with the Redress Plan, Compliance Plan, and each applicable paragraph and subparagraph of the Order, including the manner of verification of such compliance and any corrective actions taken to remedy potential non-compliance with the applicable requirement, paragraph, or subparagraph; and
- c. Attaches a copy of each Order Acknowledgment obtained under Section XII, unless previously submitted to the Bureau.

118. Respondent's Board, or a committee thereof, and Respondent's Chief Executive Officer must:

- a. Authorize whatever actions are necessary for Respondent to assess whether Respondent is complying with the Redress Plan, Compliance

- Plan, and each applicable paragraph and subparagraph of the Order;
- b. Authorize whatever actions, including corrective actions, are necessary for Respondent to fully comply with the Redress Plan, Compliance Plan, and each applicable paragraph and subparagraph of the Order; and
 - c. Require timely reporting by management to Respondent's Board, or a committee thereof, and Chief Executive Officer on the status of compliance obligations.

MONETARY PROVISIONS

VIII.

Order to Pay Redress

IT IS FURTHER ORDERED that:

- 119. Within 10 days of the Effective Date, Respondent must reserve or deposit into a segregated deposit account \$7.76 million for the purpose of providing redress to Affected Consumers as required by this Section.
- 120. Within 90 days of the Effective Date, Respondent must submit to the Enforcement Director for review and non-objection a comprehensive written plan for providing redress consistent with this Consent Order (Redress Plan). The Enforcement Director will have the discretion to make a determination of non-objection to the Redress Plan or direct Respondent to revise it. If the

Enforcement Director directs Respondent to revise the Redress Plan, Respondent must revise and resubmit the Redress Plan to the Enforcement Director within 15 days. After receiving notification that the Enforcement Director has made a determination of non-objection to the Redress Plan, Respondent must implement and adhere to the steps, recommendations, deadlines, and timeframes outlined in the Redress Plan.

121. The Redress Plan must:

- a. Provide that Respondent will pay \$150 to each Affected Consumer;
- b. For each Affected Consumer defined in Paragraph 3(a), subparts (i)-(iv), identify all Affected Consumers, including the group of Affected Consumers to which the consumer belongs;
- c. Include the form of the letter and envelope to be sent notifying Affected Consumers who are entitled to redress of their right to redress (Redress Notice); the Redress Notice must include a statement that the payment is made in accordance with the terms of this Consent Order, the amount of redress, and contact information (telephone and email) for consumers who have redress-related questions; Respondent must not include in any envelope containing a Redress Notice any materials other than the approved Redress Notice and redress checks, unless Respondent has written confirmation from the Enforcement

Director that the Bureau does not object to the inclusion of such additional materials;

- d. Describe the process for providing redress to Affected Consumers, and must include the following requirements:
 - i. Respondent must send each Affected Consumer, or their authorized representative, a redress check (Redress Check) in the amount required by Paragraph 121(a);
 - ii. Respondent must send such checks by United States Postal Service first-class mail, address correction service requested, to the most recent address for the consumer;
 - iii. Prior to sending Redress Notices and Redress Checks, Respondent must make reasonable attempts to obtain a current address for each Affected Consumer by using, at a minimum, the National Change of Address System (NCAS), any databases maintained by Respondent, and skip-tracing. If no updated address is obtained through such methods, Respondent may mail the Redress Notice and the Redress Check to the consumer's last known mailing address;
 - iv. If a Redress Check or Redress Notice is returned to Respondent as undeliverable, Respondent must make additional reasonable

attempts to contact the Affected Consumer and obtain a current address, including using a commercially available database other than the NCAS. Respondent must promptly re-mail all returned Redress Checks and the Redress Notice to each Affected Consumer's current address, if any, obtained through such reasonable attempts;

- e. Set forth all procedures, deadlines, and timeframes for completing each step of the Redress Plan, consistent with the terms of this Consent Order;
- f. Include a template email that will be sent to each Affected Consumer's last known email address, notifying them that they will be receiving a Redress Check in the mail and providing contact information (telephone and email) for consumers who have redress-related questions;
- g. Describe the procedures for issuing and tracking redress payments;
- h. Provide for oversight by Respondent's corporate audit function or third-party to ensure that Respondent has complied with the redress provisions of this Order; and
- i. Provide that Respondent will pay all costs to administer the Redress Plan and provide redress pursuant to this Order.

122. Respondent must mail all Redress Checks and Redress Notices within 90 days after the Enforcement Director has made a determination of non-objection to the Redress Plan.
123. Within 30 days of completing the Redress Plan, Respondent must submit to the Bureau a Redress Report detailing the number of consumers who received redress, the total amount of redress paid to those consumers, a final list of all Affected Consumers, including the consumer's last known mailing address, email address and phone number, and any remainder of funds to be wired to the Bureau pursuant to Paragraph 124.
124. After completing the Redress Plan, if the amount of redress provided to Affected Consumers is less than the amount reserved or deposited by Respondent into a segregated account as required by Paragraph 119, within 90 days of the submission of the Redress Report to the Bureau, Respondent must pay to the Bureau, by wire transfer to the Bureau or to the Bureau's agent, and according to the Bureau's wiring instructions, the difference between the amount of redress provided to Affected Consumers and the amount reserved or deposited by Respondent into a segregated account as required by Paragraph 119.
125. The Bureau may use these remaining funds to pay additional redress to Affected Consumers. If the Bureau determines, in its sole discretion, that

additional redress is wholly or partially impracticable or otherwise inappropriate, or if funds remain after the additional redress is completed, the Bureau will deposit any remaining funds in the U.S. Treasury. Respondent will have no right to challenge any actions that the Bureau or its representatives may take under this Section.

126. Respondent may not condition the payment of any redress to any Affected Consumer under this Consent Order on that Affected Consumer waiving any right.

IX.

Order to Pay Civil Money Penalty

IT IS FURTHER ORDERED that:

127. Under section 1055(c) of the CFPA, 12 U.S.C. § 5565(c), by reason of the violations of law described in Section IV of this Consent Order, Respondent must pay a civil money penalty of \$20 million to the Bureau.
128. Within 10 days of the Effective Date, Respondent must pay the civil money penalty by wire transfer to the Bureau or to the Bureau's agent in compliance with the Bureau's wiring instructions.
129. The civil money penalty paid under this Consent Order will be deposited in the Civil Penalty Fund of the Bureau as required by section 1017(d) of the CFPA, 12 U.S.C. § 5497(d).

130. Respondent, for all purposes, must treat the civil money penalty paid under this Consent Order as a penalty paid to the government. Regardless of how the Bureau ultimately uses those funds, Respondent may not:
- a. Claim, assert, or apply for a tax deduction, tax credit, or any other tax benefit for any civil money penalty paid under this Consent Order; or
 - b. Seek or accept, directly or indirectly, reimbursement or indemnification from any source, including but not limited to payment made under any insurance policy, with regard to any civil money penalty paid under this Consent Order.
131. To preserve the deterrent effect of the civil money penalty in any Related Consumer Action, Respondent may not argue that Respondent is entitled to, nor may Respondent benefit by, any offset or reduction of any compensatory monetary remedies imposed in the Related Consumer Action because of the civil money penalty paid in this action or because of any payment that the Bureau makes from the Civil Penalty Fund. If the court in any Related Consumer Action offsets or otherwise reduces the amount of compensatory monetary remedies imposed against Respondent based on the civil money penalty paid in this action or based on any payment that the Bureau makes from the Civil Penalty Fund, Respondent must, within 30 days after entry of a final order granting such offset or reduction, notify the Bureau, and pay the

amount of the offset or reduction to the U.S. Treasury. Such a payment will not be considered an additional civil money penalty and will not change the amount of the civil money penalty imposed in this action.

X.

Additional Monetary Provisions

IT IS FURTHER ORDERED that:

132. In the event of any default on Respondent's obligations to make payment under this Consent Order, interest, computed under 28 U.S.C. § 1961, as amended, will accrue on any outstanding amounts not paid from the Effective Date to the date of payment, and will immediately become due and payable.
133. Respondent must relinquish all dominion, control, and title to the funds paid to the fullest extent permitted by law and no part of the funds may be returned to Respondent.
134. Respondent acknowledges that its Taxpayer Identification Number, which Respondent previously submitted to the Bureau, may be used for collecting and reporting on any delinquent amount arising out of this Order, in accordance with 31 U.S.C. § 7701.
135. Within 30 days of the entry of a final judgment, consent order, or settlement in a Related Consumer Action, Respondent must notify the Supervision

Director of the final judgment, consent order, or settlement in writing. That notification must indicate the amount of redress, if any, that Respondent paid or is required to pay to consumers and describe the consumers or classes of consumers to whom that redress has been or will be paid.

COMPLIANCE PROVISIONS

XI.

Reporting Requirements

IT IS FURTHER ORDERED that:

136. Respondent must notify the Bureau of any development that may affect compliance obligations arising under this Consent Order, including but not limited to a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor company; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Consent Order; the filing of any bankruptcy or insolvency proceeding by or against Respondent; or a change in Respondent's name or address. Respondent must provide this notice, if practicable, at least 30 days before the development, but in any case no later than 14 days after the development.
137. Within 7 days of the Effective Date, Respondent must:
 - a. Designate at least one telephone number and email, physical, and

postal addresses as points of contact that the Bureau may use to communicate with Respondent; and

- b. Designate at least one telephone number and email, physical, and postal addresses as points of contact for consumers with inquiries related to consumer relief under the Consent Order.

138. Respondent must report any change in the information required to be submitted under Paragraph 137 at least 30 days before the change or as soon as practicable after the learning about the change, whichever is sooner.

XII.

Order Distribution and Acknowledgment

IT IS FURTHER ORDERED that:

139. Within 7 days of the Effective Date, Respondent must submit to the Supervision Director an acknowledgment of receipt of this Consent Order, sworn under penalty of perjury.
140. Within 30 days of the Effective Date, Respondent must deliver a copy of this Consent Order to each of its Board members and executive officers, as well as to any business leaders and managers who have responsibilities related to the subject matter of the Consent Order.
141. For 5 years from the Effective Date, Respondent must deliver a copy of this Consent Order to any business entity resulting from any change in structure

referred to in Section XI, any future Board members and executive officers, as well as to any business leaders and managers who will have responsibilities related to the subject matter of the Consent Order before they assume their responsibilities.

142. Respondent must secure a signed and dated statement acknowledging receipt of a copy of this Consent Order, within 30 days of delivery, from all persons receiving a copy of this Consent Order under this Section.
143. Ninety days from the Effective Date, Respondent must submit to the Bureau a list of all persons and their titles to whom this Consent Order has been delivered under the Section of this Order titled “Order Distribution and Acknowledgment” and a copy of all signed and dated statements acknowledging receipt of this Consent Order under Paragraph 142.

XIII.

Recordkeeping

IT IS FURTHER ORDERED that:

144. Respondent must create and retain the following business records:
 - a. All documents and records necessary to demonstrate full compliance with the Compliance Plan, Redress Plan, and each provision of this Consent Order, including all submissions to the Bureau; and
 - b. All documents and records pertaining to the Redress Plan, described

in Section VIII above.

145. All documents and records must be maintained in their original electronic format. Data should be maintained in such a way that access, retrieval, auditing and production are not hindered.
146. Respondent must make the documents identified in Paragraph 144 available to the Bureau upon the Bureau's request.

XIV.

Notices

IT IS FURTHER ORDERED that:

147. Unless otherwise directed in writing by the Bureau, Respondent must provide all submissions, requests, communications, or other documents relating to this Consent Order in writing, with the subject line, "*In re* TD Bank, N.A., File No. 2024-CFPB-0009," and send them to the following email: Enforcement_Compliance@cfpb.gov addressed as follows:

ATTN: Supervision Director
Consumer Financial Protection Bureau
Office of Supervision

ATTN: Enforcement Director
Consumer Financial Protection Bureau
Office of Enforcement

XV.

Cooperation with the Bureau

IT IS FURTHER ORDERED that:

148. Respondent must cooperate fully to help the Bureau determine the identity and location of, and the amount of injury sustained by, each Affected Consumer. Respondent must provide such information in its or its agents' possession or control within 21 days of receiving a written request from the Bureau.

XVI.

Compliance Monitoring

IT IS FURTHER ORDERED that:

149. Within 14 days of receipt of a written request from the Bureau, Respondent must submit additional Compliance Reports or other requested information, which must be made under penalty of perjury; provide sworn testimony; or produce documents.
150. Respondent must permit Bureau representatives to interview any employee or other person affiliated with Respondent who has agreed to such an interview regarding: (a) this matter; (b) anything related to or associated with the conduct described in Section IV; or (c) compliance with the Consent Order. The person interviewed may have counsel present.

151. Nothing in this Consent Order will limit the Bureau's lawful use of civil investigative demands under 12 C.F.R. § 1080.6 or other compulsory process.

XVII.

Modifications to Non-Material Requirements

IT IS FURTHER ORDERED that:

152. Respondent may seek a modification to non-material requirements of this Consent Order (e.g., reasonable extensions of time and changes to reporting requirements) by submitting a written request to the Supervision Director.

153. The Supervision Director may, in their discretion, modify any non-material requirements of this Consent Order (e.g., reasonable extensions of time and changes to reporting requirements) if they determine good cause justifies the modification. Any such modification by the Supervision Director must be in writing.

XVIII.

ADMINISTRATIVE PROVISIONS

IT IS FURTHER ORDERED that:

154. The provisions of this Consent Order do not bar, estop, or otherwise prevent the Bureau from taking any other action against Respondent. Further, for the avoidance of doubt, the provisions of this Consent Order do not bar, estop, or

otherwise prevent any other person or governmental agency from taking any action against Respondent.

155. The Bureau releases and discharges Respondent from all potential liability for law violations that the Bureau has or might have asserted based on the practices described in Section IV of this Consent Order, to the extent such practices occurred before the Effective Date and the Bureau knows about them as of the Effective Date. The Bureau may use the practices described in this Consent Order in future enforcement actions against Respondent and its affiliates, including, without limitation, to establish a pattern or practice of violations or the continuation of a pattern or practice of violations or to calculate the amount of any penalty. This release does not preclude or affect any right of the Bureau to determine and ensure compliance with the Consent Order, or to seek penalties for any violations of the Consent Order.
156. This Consent Order is intended to be, and will be construed as, a final Consent Order issued under section 1053 of the CFPA, 12 U.S.C. § 5563, and expressly does not form, and may not be construed to form, a contract binding the Bureau or the United States.
157. This Consent Order will terminate on the later of 5 years from the Effective Date or 5 years from the most recent date that the Bureau initiates an action alleging any violation of the Consent Order by Respondent if such action is

initiated within 5 years of the Effective Date. If such action is dismissed or the relevant adjudicative body rules that Respondent did not violate any provision of the Consent Order, and the dismissal or ruling is either not appealed or upheld on appeal, then the Consent Order will terminate as though the action had never been filed. The Consent Order will remain effective and enforceable until such time, except to the extent that any provisions of this Consent Order have been amended, suspended, waived, or terminated in writing by the Bureau or its designated agent.

158. Calculation of time limitations will run from the Effective Date and be based on calendar days, unless otherwise noted. Deadlines that fall on a weekend or federal holiday shall carry over to the following business day.
159. Should Respondent seek to transfer or assign all or part of its operations that are subject to this Consent Order, Respondent must, as a condition of sale, obtain the written agreement of the transferee or assignee to comply with all applicable provisions of this Consent Order.
160. The provisions of this Consent Order will be enforceable by the Bureau. For any violation of this Consent Order, the Bureau may impose the maximum amount of civil money penalties allowed under section 1055(c) of the CFPA, 12 U.S.C. § 5565(c). In connection with any attempt by the Bureau to enforce this Consent Order in federal district court, the Bureau may serve

Respondent wherever Respondent may be found and Respondent may not contest that court's personal jurisdiction over Respondent.

161. This Consent Order and the accompanying Stipulation contain the complete agreement between the parties. The parties have made no promises, representations, or warranties other than what is contained in this Consent Order and the accompanying Stipulation. This Consent Order and the accompanying Stipulation supersede any prior oral or written communications, discussions, or understandings.
162. Nothing in this Consent Order or the accompanying Stipulation may be construed as allowing Respondent, its Board, officers, or employees to violate any law, rule, or regulation.

IT IS SO ORDERED, this 11th day of September, 2024.

Rohit Chopra

Rohit Chopra
Director
Consumer Financial Protection Bureau