

American Express® Identity Defence Platinum



Brochure
with Terms and Conditions

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What is identity theft

Identity fraud is a growing problem and, if undiscovered, can damage your credit rating.

Identity theft occurs when personal information, such as your name, address, bank and credit card details, are obtained without your consent. This information can then be used by criminals to commit identity fraud, such as illegally obtaining goods and services or taking out credit in your name.



Welcome

Identity theft and identity fraud are increasingly common problems these days. The great news is that American Express® Identity Defence Platinum is now on your side and you have the comfort of knowing that we'll be working rigorously on your behalf to keep you aware of threats to your identity. In the pages that follow, you'll find out all you need to know about the comprehensive range of benefits and services available to you.

You'll find helpful information about your Credit Report, credit score and rating, plus details on how we monitor your profile for potential fraudulent activity and a summary of the wide range of online resources at your fingertips. You'll also find lots of tips and advice on how to keep your identity safe.

Access your benefits online

To ensure you're making the most of your membership, log on to the Identity Defence Platinum website at IDPlatinum.co.uk where you can access your benefits including:

- Unlimited[†] access to your Credit Report, credit score and credit rating
- Download your Sentinel Online Protection Software
- Select your alerts preference
- Access and change your membership details.

If you are visiting the website for the first time, simply go to the log in page and from there you can create your online account. You will need to enter the information required and select a password, and the email address you enter will become your username.

Visit IDPlatinum.co.uk and create your account today.

[†]subject to reasonable usage policy which is a maximum of 30 reports in any one month

American Express Identity Defence Platinum – the benefits are clear

Your at-a-glance summary

Personalised Credit Report

Your personalised Credit Reports allow you to take control of your credit profile, they also include your latest credit rating and credit score.

Help with correcting any errors on your credit profile

Errors on your credit profile can impact your ability to get credit or cause you to pay higher interest rates on any new loans. If you spot anything that's wrong on your Credit Report, we'll work on your behalf to get the error corrected.

Expert advice and a fraud specialist should the worst occur

Our team provides practical guidance on how to avoid becoming a victim of all identity fraud. You'll have access to a fraud specialist in the event you need help with restoring your identity and financial records should the worst occur.

A personalised identity theft risk assessment

Our telephone assessment helps you gauge your vulnerability to identity theft as well as providing guidance on how you can reduce the threat.

Active monitoring of your credit profile

We keep a watch on your credit profile 24 hours a day, 365 days a year. If any significant changes occur, we send you an alert so that you can check that the change is authorised by you.

Sentinel Online Protection Software

Available at no extra cost, you can download our Anti-phishing and Anti key-logging software to boost your protection against these dangerous computing threats.

Six monthly credit statements

Providing you with a summary of your alerts over the last six month period, plus a graphical illustration of how your credit score has changed over time. Your first credit statement will be available after your first six months.

CIFAS Protective Registration

If you are at significant risk of identity theft or identity fraud we may recommend that you register your details with CIFAS, the UK's fraud prevention service. By registering your details with CIFAS any credit applications made in your name will need to be directly authenticated by you.

Your Credit Report

This is an easy-to-understand summary of your financial status and contains your credit score and credit rating. It contains the same information that lenders see when making decisions on whether to grant you credit, and so it gives you a great insight into how they might view your creditworthiness.

Additionally, your personalised report allows you to check that all the information held on you is accurate and up-to-date, including all the accounts open in your name and their balances. Importantly, it enables you to spot any fraudulent activity that may be taking place in your name.

You can view or request an updated Credit Report at any time at IDPlatinum.co.uk or by calling **0800 030 4714***.

Your credit score

Your credit score is designed to give you an indication of how creditworthy you are. Lenders will not see this score as it's for your information only. However, they may calculate their own scores when making a decision whether to lend to you or not or what interest rate you should pay. Our score is based on the same information that lenders typically use, therefore gives you a great insight into how you may be viewed when you apply for credit. The greater your score is, the more highly you will be regarded.

We can provide you with tips and advice on how to improve your score.

Your credit rating

In order to allow you to compare yourself to other people in the UK who borrow money and take advantage of credit, we have developed credit ratings (based on your credit score). Ratings range from 1* to 5*, with 20% of the UK's credit active population falling into each segment.

The lowest rating is 1*, with those falling into this category regarded as relatively high risk. If you are rated within this segment, it means that some parts of your credit profile are adversely affecting your credit score. This may mean that lenders turn you down if you apply for credit, or it may affect the interest rate that you are offered. A 5* rating is the highest rating, which means you are more likely to be offered credit at the best possible rates of interest.

If your credit profile changes, we let you know

We keep watch over your credit profile 24 hours a day, 365 days of the year. If any significant changes occur, we'll send you a regular email or SMS message to alert you so you can check that the change is correct and has been authorised by you. It's a great way to quickly spot if any fraudulent activity is taking place in your name – activity that can adversely affect your credit rating.

You can view more detailed alert information and your alert history at IDPlatinum.co.uk

If your credit profile doesn't change over the course of a month, we will send you a monthly notification confirming this so that you're always fully in the picture.

Select your alert preference

If you haven't already selected an alert preference, you can do so in the My Account area of the website at IDPlatinum.co.uk or by calling **0800 030 4714***.

If you don't advise us your alert preference, or if you don't have an email account or mobile number, you can check your alerts on your next credit statement.

Your handy and convenient credit statement

Your statement is a periodic overview of your credit status. It provides your up-to-date credit rating and score, plus a graphical illustration of your credit score over time and, if it's declining, we offer you tailored advice on areas for consideration. It also provides a concise summary of all the significant changes to your credit profile over the statement period. Your statement will be sent to you every six months.

Go online with more confidence

Anti-phishing protection

'Phishing' is a practice whereby fraudsters use fake emails in order to try and steal information such as your passwords and account details. The email appears to originate from a genuine company, such as a bank, charity or other legitimate organisation, and often directs you to a fake website. Our anti-phishing software employs cutting-edge techniques that uncover fake websites the second they are launched.

Anti key-logging protection

Key-logging involves the use of spyware, a programme secretly installed onto a PC, which monitors and records key strokes and sends them to a fraudster's database. This means that data, in particular passwords, can be stolen even when they're not displayed on screen. Our anti key-logging software protects you by scrambling your key strokes so that spyware cannot interpret them. This invaluable piece of software runs separately from your existing anti-virus software and is an extra layer of protection.

Easy to download

1. Go to IDPlatinum.co.uk and log in
2. Select 'Protect your PC' from the homepage or 'Online protection software' from your benefits.
3. Click 'Download software'

Identity theft risk assessment

Our risk assessment provides you with a personal assessment of your vulnerability to identity theft and fraud. During your telephone assessment, we will ask a number of questions about how you conduct your personal finances, how securely you store your personal details both at and away from home and how you use the internet. We will then provide practical and tailored advice on how you can reduce the threat of identity crime. The assessment takes approximately ten minutes to complete.

Take our risk assessment

If you would like an assessment, please call our team on 0800 030 4714*

Register with the UK's fraud prevention service

If we identify that you are at significant risk of identity theft or identity fraud, perhaps if you have had your passport or driving licence stolen, we may recommend that we register your details with CIFAS, the UK's fraud prevention service. By registering you gain an extra level of protection, because each time a credit application is made in your name, the lender or credit provider is required to make additional checks to ensure that it's genuine. It means that any application has to be directly authenticated by you before a loan or credit facility is granted.

Staying safe and secure

Top tips on how you can help to protect yourself from identity fraud:

- Safeguard your personal documents by securing them in a safe place, such as a lockable drawer or cabinet at home
- Don't throw unwanted documents in the bin – always destroy them first, preferably with a shredder
- Check your Credit Report on a regular basis for any unauthorised entries
- If you lose your passport or driving licence, or if they are stolen, make sure you advise the issuing organisation immediately
- Be particularly vigilant if your post is delivered through a communal mailbox – it could easily be stolen
- When you move house, make sure you inform your bank, card issuers and other organisations you deal with right away, as well as arrange for the Royal Mail Redirection Service to send any post to your new address for at least 12 months after you've moved
- Make sure you check the identity of anyone requesting personal details over the phone
- Check your bank and credit card statements as soon as they arrive
- Cancel your cards immediately if they are lost or stolen
- Make sure you're not overheard or seen divulging card payment details
- When paying for goods or services, don't let your card out of your sight
- Make sure you are not observed entering your PIN number into an ATM
- Always memorise your PIN numbers
- Don't carry your cards around with you unnecessarily. If you don't need them leave them safely at home
- Never use the same password for more than one account, especially banking passwords.

Signs that may mean your identity has been stolen:

- You do not recognise certain entries on your bank or credit card statements
- You are refused a loan or credit card, despite having a good credit history
- On applying for a state benefit, you are informed that you are already claiming
- You are chased for payment for an outstanding debt that you know nothing about
- You receive an invoice or receipt for goods you haven't ordered
- When inspecting your Credit Report, you spot entries you don't recognise
- If mail you are expecting is not arriving or you're not receiving any post at all
- A contract for a unknown mobile phone has been taken out in your name

We're here to help

Providing help and support to our members is an important part of what we offer, including the following specialist support:

Guidance on understanding your Credit Report

Our team can also provide you with practical guidance on how you may be able to improve your credit rating.

Help correcting errors on your Credit Report

If you spot anything that's wrong on your Credit Report, our agents will work on your behalf to get the error corrected.

Guidance on how to safeguard yourself against identity fraud

We can let you know about some simple and straightforward steps that you can take to reduce the risk of being targeted by fraudsters.

A dedicated fraud adviser should the worst occur

A specialist fraud adviser from TransUnion, one of the UK's credit reference agencies, will act on your behalf. With full access to your credit profile and with connections to all the appropriate organisations, they will work with you to restore your identity and financial records.

Contact us

0800 030 4714*

Lines are open 8am – 8pm weekdays and 9am – 5pm Saturday to Sunday (excluding bank holidays). Calls will be monitored and recorded for quality and training purposes.

IDPlatinum.co.uk

Terms and Conditions

SECTION 1. GENERAL INFORMATION

Your American Express Identity Defence Platinum membership is made up of two separate key documents - **your welcome letter/email** and this document which includes the **Terms and Conditions** and a copy of the **User Licence Agreement** for Sentinel Online Protection Software (together, “**your agreement**”). Please keep **your welcome letter/email** with this document together and in a safe place for future reference. **Your agreement** is a contract between **you** and **Tenerity Limited (Tenerity)**. **Tenerity** will provide the **services** under **your agreement**.

Please see Section 2 of these **Terms and Conditions**. **We** have appointed **our subcontractors** to supply some of these **services**. In order to provide the **services**, **we** therefore have to share data collected from **you** with such **subcontractors**. It is important that **you** read all of the documents forming **your agreement** carefully since they contain important **information** about **your American Express Identity Defence Platinum** membership, including **your** rights and obligations.

Your eligibility

American Express Identity Defence Platinum membership is only available to **UK** residents who are at least 18 years of age. **You** are under an obligation to inform **Tenerity** if **you** are moving and will no longer be a **UK** resident. **American Express Identity Defence Platinum** membership is not available to **BFPO**, **PO Box** and/or **business** addresses.

Definitions of words used in your agreement

American Express®
Means **American Express Services** Europe Limited has its registered office at Belgrave House, 76 Buckingham Palace Road, London, SW1W 9AX, United Kingdom. It is registered in England and Wales with Company Number 1833139 and authorised and regulated by the Financial Conduct Authority.

American Express Identity Defence Platinum
Means the trading name for **Tenerity Limited**, Registered in England: company number 1008797. Registered address: Charter Court, 50 Windsor Road, Slough Berkshire, SL1 2EJ, United Kingdom, **Tenerity Limited**.

application
Means **your** internet, phone, postal or other **application** for **American Express Identity Defence Platinum** membership, which will be considered by **Tenerity** prior to the commencement of the **term**.

business
Means any employment, trade, profession or occupation.

CIFAS
Means the Credit Industry Fraud Avoidance System, the **UK’s** fraud prevention service.

Credit Report and monitoring services
Means the **Credit Report services** described in Section 2.

fees
Means the amount payable for **your American Express Identity Defence Platinum** membership as notified during the application process, and confirmed to **you** in **your welcome letter/email** and described in the **fees** section of these **Terms and Conditions**. This amount will be charged according to the payment method set out in **your welcome letter/email**.

identity fraud
Means the use of **your** personal **information** by a third party for financial gain, obtained via an **identity theft event**.

identity theft
Means theft of **your** personal identification, National Insurance number, or other method of identifying **you**, which has or could reasonably result in the wrongful use of such **information**, including but not limited to, theft occurring on or arising out of **your** use of the internet. **Identity theft** shall not include the theft or wrongful use of **your business** name or any other method of identifying any of **your business** activities.

identity theft event
Means one occurrence of **identity theft** or a series of related occurrences.

information
Means any documents, notifications or advice delivered to **you** by **Tenerity** or its **subcontractors** as part of or during the provision of the **services** (including but not limited to Credit Reports and credit scores).

reasonable usage policy
Means the reasonable availability of Credit Reports within the defined period as set out in Section 2. (b) Credit Report service including credit score

services
Means the following **services** to be provided by **Tenerity** and its **subcontractors** to **you** as part of **your American Express Identity Defence Platinum** membership set out at Section 2. **Services** and includes:
a. **Identity fraud** advice and resolution **services**
b. Credit Report service including credit score
c. Credit monitoring service
d. **CIFAS** Protective Registration
e. Sentinel Online Protection Software
f. **Identity theft** risk assesement

subcontractors
Means **Tenerity subcontractors** and service providers and currently includes **TransUnion**.

Tenerity, we, us, our
Means **Tenerity Limited**. Registered in England: company number 1008797. Registered address: Charter Court, 50 Windsor Road, Slough, Berkshire, SL1 2EJ, United Kingdom. **Tenerity Limited**, provides the **services** to **you** through its **subcontractors** under **your agreement**. VAT number 125 495408. **Tenerity Limited** is authorised and regulated by the Financial Conduct Authority (FCA). **Our** Financial **Services** Register number is 311584.

term
Means the membership period indicated on **your welcome letter/email**.

Terms and Conditions
Means this **Terms and Conditions** document.

TransUnion
Means **TransUnion International UK Limited**, which is part of **TransUnion Information Group**. **TransUnion International UK Limited** is registered in England and Wales with company number 03961870. Registered Office: One Park Lane, Leeds, West Yorkshire, LS3 1EP. **TransUnion International UK Limited** is authorised and regulated by the Financial Conduct Authority under registration number 737740.

UK
Means the United Kingdom including Northern Ireland.

User Licence Agreement
Means the **User Licence Agreement** for Sentinel Online Protection Software.

welcome letter/email
Means the **welcome letter/email** sent to **you** upon **Tenerity** accepting **your application** and which forms a part of **your agreement**.

you, your
Means the person to whom the **welcome letter/email** is addressed.

your agreement
Has the meaning as defined at the top of this General Section.

Fees

You will be charged the **fees** as described in **your welcome letter/email** unless **your agreement** is cancelled or terminated by **you** or by **Tenerity** (see Cancellation and termination below). Future **fees** for **your American Express Identity Defence Platinum** membership will be at the rate notified to **you** in advance in accordance with the section entitled ‘Changes to **your agreement**’.

Term

Your American Express Identity Defence Platinum membership will run throughout the **term**, unless terminated or cancelled as stated under the Section titled “Cancellation and termination” below. At the end of the **term**, **your** membership will automatically renew for a further **term** unless **you** notify **us** otherwise.

Validating your identity with TransUnion

The **Credit Report and monitoring services** are subject to **your** identity being validated with **TransUnion**. **We** will notify **you** when **TransUnion** have validated The Credit Report and monitoring services are subject to **your** identity being validated with **TransUnion**. **We** will notify **you** when **TransUnion** have validated **your** identity and confirm that the **Credit Report and monitoring service** has been activated.

If **TransUnion** are unable to validate **your** identity **your Credit Report and monitoring services** will not be activated. **We** will not always be able to tell **you** why **your** identity has not been successfully validated with **TransUnion**, but one reason for this may be that, at the time, **TransUnion** were unable to match **your** personal details to the correct Credit Report. **You** will be asked to submit documents to help **TransUnion** validate **your** identity.

If the documents submitted are not sufficient for **TransUnion** to validate **your** identity, **you** will be asked to submit further documents. **You** will be sent a reminder after 30 days and a further reminder at 60 days. If **you** are still not validated within 30 days from the second reminder, will assume **you** no longer wish to have the **American Express Identity Defence Platinum services** and **your** membership will be cancelled.

Use of the Credit Report and monitoring services

The **Credit Report and monitoring services** are strictly personal to **you** and **you** may only use and access these **services** on **your** own behalf and not on behalf of anyone else. **You** cannot order Credit Reports about anyone else. Username and password details should be kept confidential.

You must not engage, authorise or permit a third party other than **Tenerity** to directly access or use data obtained through the **Credit Report and monitoring services** (whether as an agent, or representative on behalf of, or as a service provider).

All Intellectual Property rights in the **Credit Report and monitoring services** and all aspects of them shall be owned by **TransUnion** and/or its licensors. **TransUnion** have the right to suspend **services** if they reasonably consider that there is likely to have been a breach of security.

User Licence Agreement

You agree to fully comply with the requirements of the **User Licence Agreement**

Cancellation and termination

Where a trial period was shown on your welcome letter.
You can cancel **your agreement** up until the end of the trial period by giving notice to **American Express Identity Defence Platinum** either in writing to The Customer **Services** Department, Identity Defence Platinum, Sentinel House, Airspeed Road, Portsmouth, Hampshire PO3 5RF, quoting **your** membership number, by telephone 0800 030 4714* or by email at enquiries@IDPlatinum.co.uk. If **you** cancel during the trial period, **you** will be entitled to a refund of the **fees you** have paid to **American Express Identity Defence Platinum**, if any. Please note that this gives **you** a longer cancellation period than that to which **you** are entitled under current **UK** law which is 14 days from the start date of **your agreement** or the day after **you** receive **your agreement**. On expiry of the trial period, **you** can cancel **your agreement** at any time and no further **fees** will be payable from that date. However, no **fees** already paid will be refundable.

No trial period.
You can cancel **your agreement** within 14 days from the start date of **your agreement** or the day after **you** receive **your agreement** by giving notice to **American Express Identity Defence Platinum** either in writing to The Customer **Services** Department, Identity Defence Platinum, Sentinel House, Airspeed Road, Portsmouth, Hampshire PO3 5RF, quoting **your** membership number, by telephone by calling 0800 030 4714* or by email at enquiries@IDPlatinum.co.uk. **You** can cancel **your agreement** at any time and no further **fees** will be payable from that date. However, no **fees** already paid will be refundable.

Cancellation by us
We can cancel **your** membership by giving **you** at least 30 days’ notice in writing by email or letter where there is a valid reason for doing so. **We** will send an email or letter to the latest email or home address **we** have for **you** setting out the reason for cancellation. Valid reasons may include, but are not limited to:
• where **we** have not been able to collect the fee. In this case, **we** will make reasonable efforts to contact **you** requesting payment by a specific date. If **we** are unable to contact **you** or do not receive payment by this date **your** membership will be cancelled.
• where the product is no longer available, for example, if the product is being discontinued. If this occurs **you** may be entitled to a pro rata return of the **fees**.
• if **we** or **TransUnion** reasonably consider that there is or is likely to have been a breach of security.
• if **we** or **TransUnion** reasonably consider the **Credit Report and monitoring services** are being used in a way which is not permitted or fraudulent.
• if **we** or **TransUnion** reasonably consider that the **Credit Report and monitoring services** are being used in any way detrimental to **us** or **TransUnion**.

Where **we** have not been able to contact **you** via letter/email, for example, if the email bounces or the letter is returned and **we** have been unable to obtain an updated email/home address for **you**, **we** will not send out a cancellation email/letter and **we** will cancel **your** membership (prior to **your** next payment due date) after **we** have received the returned email/letter.
Your agreement will end automatically on whichever of the following happens first:
• The date **your agreement** is cancelled or terminated by **you**;
• The date **you** cease to be resident within the **UK**;
• The date **we** terminate **your agreement** for a valid reason (as set out above)
• **You** are requested to submit documents to **TransUnion** to validate and activate **your Credit Report and monitoring services** but either failed to do so or the documents **you** submitted are not sufficient for **TransUnion** to validate **your** identity within 90 days of **you** failing validation.

If **your American Express Identity Defence Platinum** membership is terminated all the **services** set out in Section 2 of these **Terms and Conditions** will stop immediately.

Changes to your agreement

We, or **our subcontractors**, will notify **you** in writing regarding any material changes to the **services**, **your agreement** or the **fees**. Wherever possible, **we** will endeavour to notify **you** of such changes at least 30 days in advance of them taking effect.

In the event of any such changes **your** attention is drawn to **your** general right of termination as set out above.

Choice of Law

Unless **Tenerity** agree otherwise, the language of **your agreement** and each part thereof generally and all communications relating to it will be English. **Your agreement** is governed by and interpreted in accordance with the laws of England and Wales. Disputes arising in connection with **your agreement** shall be subject to the exclusive jurisdiction of the courts of England and Wales. If **you** live in Scotland, **you** can bring legal proceedings in respect of the **services** in either the Scottish or English courts. If **you** live in Northern Ireland, **you** can bring legal proceedings in respect of the **services** in either the Northern Irish or English courts.

What to do if you think you are a victim of an Occurrence of identity theft

Firstly, contact **American Express Identity Defence Platinum** without delay at anytime on 0800 030 4714* .

Your consultant will help **you** with advice on what **you** need to do next, for example;
1. File a police report within 24 hours of discovering the **identity theft**.
2. Notify **your** bank(s), payment card company(ies) and all other accounts of the **identity theft** within 24 hours of discovering the **identity theft**.

How to make a complaint regarding the services

If **you** have cause for dissatisfaction and wish to complain about the sale or **services** of Identity Defence Platinum please contact **us** on 0800 030 4714* or write to: Customer **Services** Manager, **American Express** Identity Defence Platinum, Sentinel House, Airspeed Road, Portsmouth, Hampshire, PO3 5RF quoting **your** Identity Defence Platinum membership number.

We aim to promptly solve most of **our** customers’ complaints at the initial point of contact. **Our** staff are fully trained to deal with **your** complaint quickly and efficiently. However should **you** not be satisfied with the response **you** have received, **your** complaint will be responded to by the Customer Relations Team who will aim to resolve **your** complaint promptly. If **we** need more time to investigate **your** complaint **we** will send **you** an acknowledgment letter providing reassurance that **your** complaint is being dealt with. **We** will do **our** best to resolve the problem within 4 weeks. If **we** cannot respond within these timescales **we** will write to **you** again within 4 weeks to provide **you** with a final response or to let **you** know when **we** will contact **you** again, which will be within 8 weeks from when **you** first contacted **us** about **your** complaint.

If **your** complaint relates to the data that the **TransUnion** holds and **we** are not able to resolve **your** complaint, **we** may refer **your** complaint to **TransUnion**.

If you remain unhappy

If **we** have not resolved **your** complaint to **your** satisfaction within eight weeks from when **you** first contacted **us** **you** may refer **your** complaint to the Financial Ombudsman Service for an independent review. The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. By telephone on 0800 023 4567 or 0300 123 9123. By e-mail: complaint.info@financial-ombudsman.org.uk Using **our** complaints procedure or referral to the Financial Ombudsman Service does not affect **your** legal rights.

General rights

Your agreement and any written representations given to **you** during **your application** constitute the entire agreement between **you** and **Tenerity**. A person who is not a party to **your agreement** shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of **your agreement**.

Security

You may be required to validate any request **you** make to **Tenerity** by providing the security details **you** have registered during **your application**. Failure to provide such security details or other suitable validation will result in **Tenerity** refusing to act upon such a request. If **you** have not registered security details with **Tenerity** **you** should contact **Tenerity** as soon as possible to ensure **Tenerity** are able to provide **you** with the service to which **you** are entitled.

If **you** believe there is a security issue associated with **your American Express Identity Defence Platinum** membership **you** should contact **us** immediately.

Keeping details up to date and changing address

To ensure that **you** are entitled to receive the full benefits provided by the **services**, **you** must keep **Tenerity** informed of any changes, additions or deletions to **your** registered card for payment of the **fees**. **You** should inform **us** of any change to **your** home or email address..

How we will use your data

Tenerity is the data controller for the personal data **we** collect directly from **you**.

We will only use **your** personal data as set out in **our** Privacy and Cookies Policy.

Your bank//card issuer will pass **your** name, address, date of birth and card details to **us** for the purpose of providing the product and billing **your** account with the **fees**. From time to time we will ask your card issuer to update **us** with any changes to the information they have provided to **us**, for example by providing **us** with any updated or new card numbers or expiry dates.

Liability

Promises:

We will use all reasonable skill and care in the supply of the **services** to **you** and **TransUnion** will use all reasonable efforts to verify the accuracy of **information** provided as part of the **Credit Report and monitoring services**. Please note however that the **information** comes from a number of third party sources who may not always keep their **information** up-to-date. **You** agree that one of the purposes of the supply of **Information** is to alert **you** to inaccurate **information** from third party databases. Any **information** provided to **you** as part of **Credit Report and monitoring services** are provided for guidance and **information** only. Any **businesses** that carry out credit searches on **you** will take **information** from a number of sources and use their own criteria in making decisions based on it. **You** should not rely on the **information** provided as part of **Credit Report and monitoring services** and **TransUnion** nor any member of the **TransUnion Information** Group companies can be responsible or liable if **you** rely on it or take any action based upon it. For that reason, any guarantee or warranty that any **Information** is complete, accurate, up-to-date or error-free, of a satisfactory quality or fit for any particular purpose is inappropriate to the nature of the **Services**, and **we** exclude all liability in this respect unless (and to the extent) attributable to **our** breach or negligence. Except as expressly set out in **Your agreement**, **American Express Identity Defence Platinum** excludes all other promises to the extent that **American Express Identity Defence Platinum** are legally allowed to exclude them. (Please refer to **your** local Citizen’s Advice Bureau or local trading standards office for **information** about **your** statutory rights and promises which **American Express Identity Defence Platinum** are not legally allowed to exclude).

Limitation of Liability:

This section (and any other clause excluding or restricting **our** liability) applies to **American Express Identity Defence Platinum**’s directors, officers, employees, **subcontractors**, agents and affiliated companies as well as to **American Express Identity Defence Platinum**. Nothing in this **services** Agreement in any way limits or excludes **American Express Identity Defence Platinum**’s liability for negligence causing death or personal injury or for fraudulent misrepresentation or for anything which may not legally be excluded or limited. Without prejudice to the rest of **your agreement**, **American Express Identity Defence Platinum**’s liability of any kind in respect of any **services** or otherwise shall be limited to the amount equal to **fees** payable by **you** in any twelve month period under **your agreement**. In no event will **American Express Identity Defence Platinum** be liable for any:

1. economic losses (including, without limit, loss of revenues, profits, contracts, **business** or anticipated savings)
2. loss of goodwill or reputation
3. losses that **you** incur that were not reasonably foreseeable to **you** and **American Express Identity Defence Platinum** when **your agreement** was entered into, or
4. damage to or loss of data, to the extent that this was not in the contemplation of **American Express Identity Defence Platinum** and **you** at the commencement of the **term** and is not attributable to **American Express Identity Defence Platinum**’s negligence or breach of **your agreement**. **American Express Identity Defence Platinum** will not pay for losses arising from **our** inability to provide the **services** in the event of war, terrorism, invasion, an act of foreign enemy, hostilities (whether war be declared or not), riot, strike, civil commotion, civil war.

SECTION 2. SERVICES

The services provided by Tenerity International and its subcontractors

a) Identity fraud advice and resolution services

If **you** need any advice about **your** Credit Report or about **identity theft**, **you** can speak to one of **our** experts on 0800 030 4714*. If **identity fraud** is suspected by the expert, **you** will receive initial advice and will be assigned a ‘victim of fraud’ consultant who will analyse **your** Credit Report with **you**, and if necessary formally open a case on **your** behalf and liaise directly with any lenders searching **your** Credit Report, or that have recorded a credit account, to seek to have any inaccurate credit **information** corrected by the lender. **Your** dedicated victim of fraud consultant is available between the hours of 8am – 8pm Monday to Friday, 9am - 5pm Saturday to Sunday, excluding **UK** bank holidays. The **services** provided to **you** are limited to the description above. The **services** are provided whether or not an **identity theft event** has actually occurred. The **identity fraud** resolution service is not insurance, and nothing in **your agreement** will oblige **Tenerity** or its **subcontractors** to compensate **you** or assume any risk of or in relation to an **identity theft event** occurring. For the avoidance of doubt, neither **Tenerity** nor its **subcontractors** will be able to become involved in any legal proceedings with a lender or any other investigatory body if a lender disputes whether there has been an **identity theft event**.

b) Credit Report service including credit score

After **we** have validated **your application** for **American Express Identity Defence Platinum**, **we** will:

- (i) verify **your application** details; and
- (ii) ask **you** to complete the online validation process to enable **us** to verify that **you** have a credit profile with **TransUnion**, and if **we** are able to verify this, **American Express Identity Defence Platinum** will:
- (iii) provide **you** access to **your** Credit Report and
- (iv) activate the credit monitoring service.

The source of the **information** included in **your** Credit Report, including **information** on County Court Judgments (CCJs), is **TransUnion** Limited.

By applying for **American Express Identity Defence Platinum**, **you** are authorising **us** to pass on **your** data to **TransUnion** to provide the Credit Report and monitoring service under Section 7 of the Data Protection Act 1998.

You can request **your** Credit Report as part of **your American Express Identity Defence Platinum** membership subject to **our reasonable usage policy**, which is a maximum of 1 report each day. **Your** Credit Report will be provided by **TransUnion**.

c) Credit profile monitoring service

Once **your** Credit Report has been requested as set out above, **you** will receive a periodic notification alerting **you** to any significant changes which have occurred in the previous month (including but not restricted to):

- **Your TransUnion** Credit Report is searched,
- An account is added or deleted from **your** credit profile held by **TransUnion**,
- A change is made to the payment history of **your** credit accounts,
- A judgment, voluntary arrangement or bankruptcy (or a decree, debt arrangement or sequestration in Scotland) is added or deleted.

If there have been no such changes then **you** will be notified every month that this is the case.

d) CIFAS Protective Registration

If **we** identify that **you** are at risk of **identity fraud** **we** may suggest placing a protective registration warning with **CIFAS** to help protect **you**. Upon placing the warning, **we** will send **you** a form requesting **your** signed confirmation to keep this service. Unless **you** return the signed form within 21 days from the date that the warning was placed, the warning will automatically be removed.

e) Sentinel Online Protection Software

Sentinel Online Protection Software helps protect **your** pc from email ‘phishing’ and key logging attacks. Once **you** have registered online, **you** will be able to download **your** Sentinel Online Protection Software subject to the **User Licence Agreement**. **You** are able to download this software a maximum of three times, and will receive automatic updates for as long as **you** remain a member of **American Express Identity Defence Platinum**.

f) Identity theft risk assessment

If **you** would like an assessment of the risk of **your** identity being misused by someone else please call **us**. **We** will provide general guidance on many of the key factors that could affect **your** potential for exposure to **identity theft** and how **you** can reduce **your** risks response to them.

Calls will be taped or monitored for quality, training and compliance purposes.

American Express Identity Defence Platinum is administered by **Tenerity** Limited, registered in England and Wales, company no. 1008797, 50 Charter Court, Windsor Road, Slough, Berkshire, SL1 2EJ. **American Express Services** Europe Limited has its registered office at Belgrave House, 76 Buckingham Palace Road, London, SW1W 9AX, United Kingdom. It is registered in England and Wales with Company Number 1833139 and authorised and regulated by the Financial Conduct Authority.



0800 030 4714*



enquiries@idplatinum.co.uk



8am – 8pm Monday to Friday and 9am – 5pm
Saturdays and Sundays (excluding bank holidays)

*Calls to 0800 numbers are free from mobile phones and landlines. We will monitor or record calls in order to check we have carried out your instructions correctly and to help improve our quality of service.

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