

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
- Take our Risk Assessment
- 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 easy-to-use online 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 easy-to-use risk assessment provides you with a personal assessment of your vulnerability to identity theft and fraud. The online assessment asks 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. You simply click on the most appropriate answer and we then provide practical and tailored advice on how you can reduce the threat of identity crime. The assessment takes approximately ten minutes to complete and you can print off your personal assessment report when you're done.

Take our risk assessment

1. Go to IDPlatinum.co.uk and log in
2. Select 'Identity theft risk assessment' from the homepage or 'Risk assessment' from your benefits.

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](https://www.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 cxLoyalty International Limited (cxLoyalty). cxLoyalty 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 cxLoyalty 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 cxLoyalty International Limited, Registered in England: company number 1008797. Registered address: Charter Court, 50 Windsor Road, Slough Berkshire, SL1 2EJ, United Kingdom, cxLoyalty International Limited.

application

Means your internet, phone, postal or other application for American Express Identity Defence Platinum membership, which will be considered by cxLoyalty 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.

cxLoyalty, we, us, our

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

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 cxLoyalty 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 cxLoyalty and its subcontractors to you as part of your American Express Identity Defence Platinum membership set out at Section 2. Services and includes:

- Identity fraud advice and resolution services
- Credit Report service including credit score
- Credit monitoring service
- CIFAS Protective Registration
- Sentinel Online Protection Software
- Identity theft risk assessment

subcontractors

Means cxLoyalty subcontractors and service providers and currently includes TransUnion.

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 cxLoyalty 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 cxLoyalty (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 cxLoyalty 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 these 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 cxLoyalty 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;

- File a police report within 24 hours of discovering the identity theft.
- 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.

The EC Online Dispute Resolution Platform

If **you** have a complaint, **you** have the option to register **your** complaint using the European Commission Online Dispute Resolution (ODR) Platform. This is a web-based platform that is designed to help consumers who have bought goods or services online to deal with issues arising from that purchase. Complaints submitted to the platform will be dealt with by approved ADR providers. **You** can access the platform at the following website address: <http://ec.europa.eu/consumers/odr/>

General rights

Your agreement and any written representations given to **you** during **your application** constitute the entire agreement between **you** and **cxLoyalty**. 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 **cxLoyalty** by providing the security details **you** have registered during **your application**. Failure to provide such security details or other suitable validation will result in **cxLoyalty** refusing to act upon such a request. If **you** have not registered security details with **cxLoyalty** **you** should contact **cxLoyalty** as soon as possible to ensure **cxLoyalty** 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 **cxLoyalty** 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

cxLoyalty 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 cxLoyalty 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 **cxLoyalty** 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 **cxLoyalty** 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 go to **our** website or 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 in response to them.

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

American Express Identity Defence Platinum is administered by **cxLoyalty** International 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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