

Contact Us



0344 381 4159* Lines are open 8am - 8pm on Monday to Friday and 8am-5pm on Saturdays (excluding bank holidays).



Visit **www.identitysecure.co.uk** any time to access your benefits online.

You can get this in Braille, large print or audio by calling 0344 381 4159
Or call us from a textphone via the Next Generation Text Service on
0344 381 4089*.

*Calls to 03 numbers will cost no more than 01 or 02 numbers from landlines or mobiles and are included within free call packages. Calls may be recorded and monitored for training and quality purposes.

Identity Secure is provided by Tenerity Limited. Registered address: Charter Court, 50 Windsor Road, Slough, Berkshire, SL1 2EJ. Registered in England No. 1008797. VAT number GB125495408. Tenerity Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 311584 and our Consumer Credit Interim Permissions number is 626913.

You can check this on the Financial Services Register by visiting the FCA's website

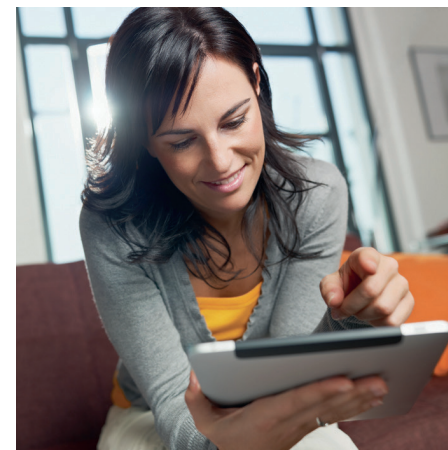
http://fca-consumer-credit-interim.force.com/CS_RegisterSearchPageNew or by contacting the FCA on 0800 111 6768.

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Welcome to Identity Secure

Membership Brochure



www.identitysecure.co.uk

Contents

Welcome to Identity Secure

Your membership benefits

About your Credit Report

Your Credit Report

Monitoring your credit profile

About your Credit Statement

Sentinel® Online Protection Software

Online Monitoring

ID crime – how at risk are you?

Optional CIFAS registration

Staying safe and secure

We're here to help

Terms & Conditions

Identity Secure is provided by Tenergy Limited. Registered address: Charter Court, 50 Windsor Road, Slough, Berkshire, SL1 2EJ. Registered in England No. 1008797. VAT number GB125495408. Tenergy Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 311584. You can check this on the Financial Services Register by visiting the FCA's website <http://www.fsa.gov.uk/register/home.do> or by contacting the FCA on 0800 111 6768.



What is Identity theft?

Identity theft is when someone steals personal information, such as your name, address, bank and credit card details. This information can be used by criminals to commit identity fraud, such as illegally obtaining goods and services or taking out credit in your name. Identity theft and fraud are worrying problems, especially in this age of technology - if you become a victim without knowing, it could damage your credit rating.

Welcome

Protecting yourself against identity theft and identity fraud can be a challenge. The great news is that Identity Secure is on your side and you have the comfort of knowing that we'll be working hard on your behalf to keep you aware of threats to your identity. In the pages that follow, we explain the wide range of benefits and services we provide, starting with a handy summary opposite.

You'll find helpful information about your Credit Report, plus details on how we monitor your profile for possible fraudulent activity and a summary of the 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 make the most of your membership, sign in to www.identitysecure.co.uk where you can access your benefits, including:

- Unlimited access to your Credit Report
- 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 click '**Activate**' to set up your online account, enter the contact information required and create your username and password.

Log on today at www.identitysecure.co.uk

Identity Secure – the benefits are clear

Your at-a-glance summary

Credit Report

Your Credit Report allows you to take control of your credit profile. It includes a record of your credit accounts as well as a summary of searches completed in your name.

Constant monitoring of your credit profile

We keep a constant watch on your credit profile. If there are any significant changes, we send you an alert so you can check that you know about them.

Help with correcting any errors on your credit profile

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

Identity theft risk assessment

Our telephone assessment helps you assess your potential vulnerability to ID theft and suggests ways you could reduce the threat.

Sentinel® Online Protection Software

Download our protective software to boost your resistance to keylogging and spyware. It works alongside your existing online security and antivirus software.

Online monitoring

Register your bank cards and other personal data, and we will scan the internet daily to let you know if any of your data is publicly available online.

Expert assistance on fraud prevention

Our customer service team are at hand to answer any questions about your Credit Report, as well as give practical guidance on how to avoid becoming a victim of all types of identity fraud.

Dedicated fraud caseworker

If you suspect identity theft has taken place, you have the peace of mind of knowing that a dedicated fraud caseworker will help you through the process of restoring your identity and financial records.

CIFAS Protective Registration

If you're at particular risk of identity theft or identity fraud – for example, if you've had your passport or driving license stolen – we may recommend that you register your details with CIFAS, the UK's fraud prevention service. You'll be able to identify and approve any credit applications made in your name before they can go ahead.

Your Credit Report

Your Credit Report is an easy-to-understand summary of your financial status, with your credit score and credit rating. It shows the information currently held about you, so you can check it's accurate and up-to-date. This includes all the accounts open in your name and their balances. You'll be able to spot any fraudulent activity that may be taking place in your name, for instance if there are accounts or transactions that you don't recognise.

Your Credit Report also contains the same information that lenders see when they're deciding whether to grant you credit, so it gives you insight into how they might view your creditworthiness.

You can view or request an updated Credit Report at any time at www.identitysecure.co.uk or by calling 0344 381 4159*.

Your Credit Report at a glance

There are seven key sections that make up your Credit Report:

1. Financial account information This tells you how many accounts you currently have open and whether any are in default (you have not kept to the terms of a credit agreement and are behind with payments.)	5. Search history A record of the number of searches made on your Credit Report. This includes those made by you and by third party credit providers.
2. Notices of correction These are comments you may have personally added to your credit profile in relation to a specific entry, to clarify the situation and explain the circumstances.	6. Linked addresses, associates and aliases Any additional addresses that are linked to your name, plus anyone with whom you have a financial relationship (such as a spouse or co-habiting partner) as well as other names you have been known by.
3. Public information This section shows any judgements, bankruptcies or insolvencies affecting your credit profile.	7. CIFAS warnings CIFAS is the name of the UK's fraud prevention service. If you are at risk of identity theft or fraud we may recommend you register for CIFAS Protective Registration which means that extra precautions are taken when a credit application is made in your name.
4. Electoral Roll This shows how many addresses you are registered at on the Electoral Roll.	

If your credit profile changes, we let you know

We keep a constant watch over your credit profile. If any significant changes occur, we'll let you know you in your regular email or SMS alerts. You can check immediately that the change is correct and has been authorised by you. It's a good way to quickly spot any fraudulent activity taking place in your name that could be an indication of identity theft.

Sign in at www.identitysecure.co.uk to view more detailed alert information and your alert history. If your credit profile doesn't change over the course of a month, we'll send you a notification confirming this, so you're always fully in the picture and can be confident that we're continually monitoring your credit profile.

Choose your alert preference

If you haven't already told us whether you'd like alerts by text message or email, you can do so in the My Account area at www.identitysecure.co.uk or by calling 0344 381 4159*.

If you don't tell us an alert preference, or if you don't have an email account or mobile number, you'll find your alerts listed on your next credit statement.

Please be aware that in email alerts we are able to provide you with a more detailed description of any changes to your profile and so we recommend this option. If you don't advise us of your alert preference, or if you don't provide us with an email address or mobile number, you can check the changes that have occurred in the last three months on your next credit statement

Your handy and convenient Credit Statement

Your annual credit statement is an overview of your credit status. It gives you a short summary of all the major changes to your credit profile over the previous 12 months.

You should check this statement thoroughly to ensure that you recognise all of the entries on there and that all of the listed information is correct. If you spot anything you're unsure of or that could be incorrect, our dedicated advisors are on hand to help you put it right and minimise the potential impact of identity theft.



Go online with more confidence

Sentinel® Online Protection Software

Key-logging is when criminals use spyware (programmes secretly installed onto a computer, sometimes called “Trojans”) to monitor and record what’s being typed. This means they can get hold of data, including passwords, even when they’re not visible on your screen. Our protection software for Windows computers and laptops, protects you by scrambling your keystrokes, and stops malicious programmes transmitting images of what’s on your computer screen. It also warns you if you visit a website where there’s a risk of your data being captured for illegal purposes. It runs separately from your existing anti-virus software, giving you an extra layer of protection.

Easy to download

1. Go to www.identitysecure.co.uk and sign in
2. Select ‘My Protection’
3. Click ‘Download Software’

Online Monitoring

Monitor your data online with Identity Secure. To start you off we will automatically monitor the information you provided when you joined, including your name, address, email address and date of birth. You can add more details to be monitored through your online account, such as your passport number and driving licence number.

If we find a range of your personal information in one place, this may be a risk to your identity and we’ll send you an alert.

As well as your personal data, you can also register up to 6 of your credit or debit card numbers and we will scan the internet for these daily. If any of your account details are found to be publically available, you’ll receive an alert from us, as this represents a risk of financial fraud. All your information is safely stored as part of your online account, which you can update at any time, or view a recent history of your alerts, just by signing in.

Your alerts will tell you where your personal data was found online, to help you make contact if you want to get it removed or changed. If you are concerned that you are at risk of identity theft, the Identity Secure team is here to help.

Update your data

1. Go to www.identitysecure.co.uk and sign in
2. Select ‘Online Monitoring’
3. Register your card numbers and personal information

Find out how exposed you are to identity crime

Our risk assessment gives you a personal assessment of how vulnerable you could be to identity theft and fraud, by reviewing your answers to our questions. They cover how you manage your personal finances, how securely you store your personal details both at home and away and how you use the internet.

Based on your answers, we provide practical and tailored advice on how you can reduce the threat of identity crime. The assessment only takes about 10 minutes.

Take Our Risk Assessment

Call the Identity Secure team on 0344 381 4159

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’ve had your passport or driving licence stolen - we may recommend that you register your details with CIFAS, the UK’s fraud prevention service. By registering you get extra protection against ID crime, because whenever a credit application is made in your name, the lender or credit provider has to make sure it’s genuine, by making additional checks. You have to directly confirm any application in your name 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:

- Keep your personal documents in a secure place, such as a lockable drawer or cabinet at home
- Don't throw unwanted documents in the bin – destroy them first, preferably with a shredder
- Check your Credit Report frequently for any unauthorised entries
- If you lose or have your passport or driving licence stolen, let the Passport Office or DVLA know straight away
- Be extra vigilant if your post is put in a communal mailbox – it could easily be stolen
- When you move house, tell your bank, card issuers and other organisations you deal with right away. Arrange for the Royal Mail to redirect any post to your new address for at least 12 months after you've moved
- Confirm the identity of anyone who requests personal details over the phone – for example by calling them back on the number listed for their organisation on their website or in the phone directory
- Check your bank and credit card statements as soon as they arrive
- Cancel your cards immediately if they are lost or stolen
- Make sure no-one overhears or sees you giving or typing in card payment details
- When you buy goods or services, don't let your payment card out of your sight
- Make sure no-one sees you entering your PIN at a cash machine
- Always memorise your PINs
- 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 for banking

Keep an eye on your identity:

We recommend that you investigate if you notice any of the following. There could be a logical explanation, but it's always good to be cautious.

- **You don't recognise certain entries on your bank or credit card statements**
- **You're refused a loan or credit card, despite having a good credit history**
- **When you apply for a state benefit, you're told that you're already claiming**
- **You're chased for payment of a debt that you know nothing about**
- **You receive an invoice or receipt for goods you haven't ordered**
- **You spot entries on your Credit Report that you don't recognise**
- **Mail you are expecting doesn't arrive, or you're not receiving any post at all**
- **A contract for an unknown mobile phone has been taken out in your name**

We're here to help

Giving our members guidance and support is an important part of what we offer. This includes specialist help with:

Understanding your Credit Report

Practical guidance on how to get the most from your Credit Report and how to spot fraudulent activity early.

Correcting errors on your Credit Report

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

Protecting yourself against identity fraud

Advice on simple and straightforward steps you can take to reduce the risk of fraudsters targeting you.

A dedicated fraud adviser if the worst happens

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



Contact Us



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www.identitysecure.co.uk

Terms & Conditions

SECTION 1. GENERAL SECTION

Your Identity Secure **membership** is made up of the following separate key documents (together, '**your agreement**')

- 1) **your welcome letter** or **email** (Which **you** will have received with these **terms and conditions**)
- 2) A copy of the **User Licence Agreement** for **Online Protection Software** and **ID MobileProtect** (if **you** download this software) and
- 3) **These terms and conditions**

It is important that **you** read all of the documents forming **your agreement** carefully since they contain important **information** about **your** Identity Secure **membership**, including **your** rights and obligations. Please keep **your** documents together and in a safe place in case **you** need to refer to them in future.

Your agreement is a contract between **you** and **Tenerity** Limited (**Tenerity**). **Tenerity** agrees to 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**.

Your TransUnion Credit Report is only one element of any borrowing decision and does not guarantee the outcome of a lending decision by any lender.

Your eligibility

Identity Secure **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. Identity Secure **membership** is not available to BFPO, PO Box and/or **business** addresses.

Definitions of words used in your agreement

Application

Means **your application** for Identity Secure **membership**, which will be considered by **Tenerity** prior to the commencement of the term.

Business

Means any employment, trade, profession or occupation.

CIFAS

Means **CIFAS**, the **UK**'s fraud prevention service.

Credit Report and monitoring services

Means the **TransUnion** Credit Report **service**, and **credit profile monitoring service** described in Section 2 below.

Credit Profile

Your credit profile refers to the **information** held about **you** by **TransUnion**. This **information** is used to create **your** Credit Report.

Fees

Means the amount payable for **your** Identity Secure **membership** as notified during the **application** process, and confirmed to **you** in **your welcome letter**, and as described in the **fees** section in **your terms and conditions**. This amount will be charged according to the payment method set out in **your welcome letter**.

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.

ID MobileProtect

Means a software package designed to allow **you** to browse the internet safely from **your** Android or Apple smartphone, as described in Section 2 below.

Identity theft event

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

Information

Means any documents, notifications or guidance delivered to **you** by **Tenerity** or its **subcontractors** as part of or during the provision of the **services** (including but not limited to the **Credit Report and monitoring services**).

Membership

Means **membership** of Identity Secure comprising the provision of **services** to **you** in consideration for payment of the **fees**.

Online monitoring

Means the **online monitoring** service described in Section 2 below.

Online Protection Software

Means a software package designed to minimise the risk of internet based fraudulent activity from a PC (excluding Mac) as described in Section 2 below.

SentryBay

Means **SentryBay** Limited, a company registered in England and Wales with registration number 06370537 and whose registered office is at 20 Little Britain, London EC1A 7DH.

Services

Means the following **services** to be provided by **Tenerity** and its **subcontractors** to **you** as part of **your** Identity Secure **membership** set out in Section 2 below and includes:

- Credit Report **service**
- **Credit profile** monitoring **service**
- **CIFAS** Protect Registration
- **ID MobileProtect**
- Guidance and help to resolve cases of **Identity fraud**.
- **Online monitoring**
- **Online Protection Software**
- **Identity theft** risk assessment

Subcontractors

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

Tenerity

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 GB 125 4954 08. **Tenerity** Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 311584. You can check this on the Financial Services Register by visiting the FCA's website <https://register.fca.org.uk/> or by contacting the FCA on 0800 1116768.

Terms and Conditions

Means this **Terms and Conditions** document.

Trial period

The period of time shown on **your welcome letter** or **email** (if applicable).

TransUnion

Means **TransUnion** Consumer Limited. Registered in England and Wales with company number 7891157. Registered Office: One Park Lane, Leeds, West Yorkshire, LS3 1EP, **TransUnion** Consumer Limited is authorised and regulated by the Financial Conduct Authority. **TransUnion** Consumer Limited uses its group company **TransUnion** Limited, which is a credit reference agency, to provide some elements of the services. **TransUnion** Limited. Registered in England and Wales with company number 03961870. Registered Office: One Park Lane, Leeds, West Yorkshire, LS3 1EP. **TransUnion** Limited is authorised and regulated by the Financial Conduct Authority.

UK

Means the United Kingdom including Northern Ireland.

User Licence Agreement

Means the **User Licence Agreement** for **Online Protection Software** and **ID MobileProtect**.

We, our or us

Means **Tenerity**.

Welcome letter

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

You, your

Means the person to whom the **welcome letter** is addressed.

Your agreement

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

Term

Your Identity Secure **membership** will continue until terminated or cancelled in accordance with the 'Cancellation and termination' section of these **Terms and Conditions**.

Fees

You will be charged the **fees** as described in **your welcome letter** unless **your agreement** is cancelled or terminated by **you** or by **Tenerity** in accordance with the 'Cancellation and Termination' section below. **We** may change the fees for **your** Identity Secure **membership** but will give **you** at least 30 days advance notice before doing so.

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 **we** have validated **your** identity with **TransUnion** and let **you** know that **your Credit Report and monitoring services** have 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, **we** will assume **you** no longer wish to have the **Credit Manager services** and cancel **your membership**.

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.

Cancellation and termination

Where a trial period is shown on your welcome letter/email

You may cancel **your agreement** at any time up until the end of the **trial period**. Please note, this may give **you** a longer cancellation period than currently required under English Law, which is 14 days from the latter of the start date of this agreement or the day after receipt of **your welcome letter** and these **Terms and Conditions**.

On expiry of the **trial period you** can cancel **your agreement** but **you** will not be entitled to a refund of any **fee** paid.

Where you do not have a trial period

You may cancel **your agreement** at any time up until 14 days from the latter of the start date of this agreement or the day after receipt of **your welcome letter** and these **Terms and Conditions** and receive a refund of any **fees you** have paid. On expiry of the 14 day period **you** can cancel **your agreement** but **you** will not be entitled to a refund of any **fee** paid. To cancel **your agreement** please call or write to Identity Secure at Customer Services, Identity Secure, Sentinel House, Airspeed Road, Portsmouth, PO3 5RF or by calling **us** on 0344 381 4159*

Cancellation by us

We can cancel **your membership** by giving **you** at least 30 days' notice in writing by email/letter where there is a valid reason for doing so. **We** will send an email or letter to the latest email or postal 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**.

Your agreement will end automatically on whichever of the following happens first:

- the date **you** cease to be resident within the **UK**;
- the date **your agreement** is cancelled or terminated by **you**;
- 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 fail to do so or the documents **you** submit are not sufficient for **TransUnion** to validate **your** identity within 90 days of **you** failing validation.

If **your** Identity Secure **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.

Updates to Digital Content

We may update or require **you** to update digital content, provided that the digital content shall always match the description of it that **we** provided to **you** before **you** bought it.

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.

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 Secure please contact Identity Secure on 0344 381 4159*, email **us** at enquiries@identitysecure.co.uk or write to: Customer Services Manager, Identity Secure, Sentinel House, Airspeed Road, Portsmouth, Hampshire, PO3 5RF quoting **your** Identity Secure **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 acknowledgement 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@financialombudsman.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 **us** **you** should contact **us** as soon as possible to ensure **we** are able to provide **you** with the service to which **you** are entitled.

If **you** believe there is a security issue associated with **your Identity Secure membership** **you** should contact us immediately.

Call Monitoring

You are advised that any telephone calls made to both **Tenerity** and its **subcontractors** may be recorded. These recordings may be used to monitor the accuracy of **information** exchanged between **you** and the relevant staff. They may also be used to allow additional training to be provided to **Tenerity** staff and its **subcontractors**, for quality control purposes and in the investigation of any complaints or queries regarding the **services**. The staff are aware that conversations are monitored and recorded.

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** must inform **Tenerity** of any change to **your** home address.

Data Protection Act 1998

The details **you** supply to **Tenerity** and its **subcontractors** will be stored securely and used by **Tenerity** and its **subcontractors** to administer **your** Identity Secure **membership**. By applying for Identity Secure, **you** authorise **Tenerity** to pass on **your** data to **TransUnion** to provide the Credit Report and monitoring services under Section 7 of the Data Protection Act 1998. **Information** may be disclosed to regulatory bodies and/or **your** bank or card issuer and its **subcontractors** for the purposes of providing the **services**. If **you** joined the service through **your** bank, **we** will pass any data they have passed to **us** (to enable **us** to provide the **service** or that **we** may collect or otherwise process), back to **your** bank for the purpose of them updating their records. These details will not be kept for no longer than is necessary. **You** are entitled to a copy of all of the **information** held about **you** for which **Tenerity** may charge **you** £10.

Subject to the precise data consents given by **you, your** bank/ card issuer will pass **your** name, address and card details to Identity Secure for future renewals for the purpose of billing **your** account with the **fees**. By entering into **your agreement, you** give **your** consent to the transfer of data outside of the EEA to the USA (including to an affiliate company of **Tenerity**) for the purposes of data processing relating to the provision of **services. Your** data may also be disclosed to third parties where required by law or in the event that **Tenerity** merges with or is bought by another company, or otherwise undergoes a corporate restructuring.

For more **information** about the data processing activities of **Tenerity** and its **subcontractors** please write to Customer **Services** Manager, Identity Secure, Sentinel House, Airspeed Road, Portsmouth, Hampshire, PO3 5RF.

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, Tenerity** excludes all other promises to the extent that **Tenerity** 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 Identity Secure is not legally allowed to exclude).

Limitation of Liability:

This section (and any other clause excluding or restricting **our** liability) applies to **Tenerity’s** directors, officers, employees, **subcontractors**, (Specifically including **TransUnion**), agents and affiliated companies as well as to **Tenerity**. Nothing in this services agreement in any way limits or excludes **Tenerity’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**, **Tenerity’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 **Tenerity** be liable for any:

- economic losses (including, without limit, loss of revenues, profits, contracts, **business** or anticipated savings)
- loss of goodwill or reputation
- losses that **you** incur that were not reasonably foreseeable to **you** and Identity Secure when **your agreement** was entered into, or
- damage to or loss of data (other than damage caused to a device or digital content belonging to **you** as a result of defective digital content which **we** have supplied to **you**), to the extent that this was not in the contemplation of **Tenerity** and **you** at the commencement of the term and is not attributable to **Tenerity’s** negligence or breach of **your agreement**.

Tenerity 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, revolution, insurrection or military or usurped power. If any provision of **your agreement** is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of **your agreement** which shall remain in full force and effect.

SECTION 2. SERVICES

The services provided by Tenerity and its subcontractors

This section sets out the services provided by Tenerity as part of your Identity Secure membership. In some cases, the services may be provided by subcontractors of Tenerity.

The **services** provided to **you** are limited to the description below. There is no insurance provided by these **services** or as part of **your Identity Secure membership** by **Tenerity** or its **subcontractors**.

a) Credit report service

After **we** have received **your application** for Identity Secure, **we** will verify:

- (i) **your** application details;
- (ii)that **you** have a credit profile with **TransUnion**, and
- iii) that **TransUnion** can validate your identity

We will then send **you your Credit Report** or make it available for **you** to view via **your** online account. The source of the **information** included in **your Credit Report**, including **information** on County Court Judgments CCJs), is **TransUnion** Limited.

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

You can request **your TransUnion Credit Report** as part of **your Identity Secure membership** subject to our reasonable usage policy, which is a maximum of 1 report each day.

Your TransUnion Credit Report will be provided by **TransUnion**.

b) Credit profile monitoring service

Once **you** have recieved **your Credit Report**, 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 credit profile** is searched,
- an account is added or deleted from **your credit profile**,
- 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.

c) CIFAS Protective Registration

The **CIFAS** Protective Registration service is available to **you** as part of **your Identity Secure membership**. When **you** register for **CIFAS** Protective Registration, **you** agree to a **CIFAS** warning being placed against **your** address, which indicates that **you** have been recorded on the **CIFAS** database at **your** own request. If a **CIFAS** member undertakes a search of the **CIFAS** database they will see the **CIFAS** Protective Registration entry against **your** address and in some cases request further proof of identification. This may mean **you** experience delays while **your** credentials are being checked.

Important Information about CIFAS warnings

- Law enforcement agencies may access and use this **information**
- Other organisations may access and use this **information** to prevent fraud and money laundering, for example when:
 - Checking details on **Applications** for credit and credit related or other facilities
 - Managing credit and credit related accounts or facilities
 - Recovering debt
 - Checking details on proposals and claims for all types of insurance
 - Checking details of job **Applications** and employees
 - Other organisations may access and use from other countries the **information** recorded by fraud prevention agencies

To find out about the relevant fraud prevention agencies contact the Identity Secure team by calling 0344 381 4159*.

The **CIFAS** warning will remain on the **CIFAS** database for a minimum of 13 months, unless **you** call the Identity Secure Team on 0344 381 4159* or write to **us** at Identity Secure, Operations Centre, Sentinel House, Airspeed Road, Portsmouth, PO3 5RF and ask for it to be removed.

d) 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 0344 381 4159*. 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, 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**.

e) Online monitoring

You will be able to register up to a maximum of 6 debit and/ or credit card numbers and a range of personal details to be monitored on the internet. **You** will be able to access, amend, add and delete which cards and optional personal details are being monitored by logging in to the Identity Secure website. The following **information**, provided with **your** Identity Secure **application**, will be automatically monitored from 24 hours after **your application** is accepted by **Tenerity**:

- **your** name
- address
- date of birth
- email address
- home phone number
- mobile phone number

If **you** pay for the **Fees** by credit or debit card **you** will have the card number automatically registered for monitoring.

You will be responsible for registering and amending the debit/credit cards **you** wish to be monitored. **Your** registered **information** will be monitored online daily and if detected as a high risk, **we** will alert **you** by sms or email. Full details of **your** alerts will be available by logging in to the Identity Secure website. Monitoring of **your** cards and personal details will cease when **your membership** is closed or cancelled.

f) Online Protection Software

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 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 **Identity Secure**.

g) ID MobileProtect

ID MobileProtect is a secure application that allows **you** to browse the internet safely from your smartphone, protecting you from phishing scams.

Once **you** have registered on the Identity Secure website, **you** will be able to install the **ID MobileProtect** app on **your**

Android or Apple smartphones. **You** are responsible for updating **your** smartphone number. **You** must agree to accept and comply with the User Licence Agreement before **you** will be able to download the **ID MobileProtect** software.

You are able to download this software a maximum of 3 times, and will receive automatic updates for as long as **you** remain a member of Identity Secure. **You** will not be able to receive automatic updates when **your** membership is closed or cancelled. Access to **ID MobileProtect** will cease when **your** membership is closed or cancelled.

h) 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 in response to them.

What to do if **you** think **you** are a victim of an Occurrence of **Identity theft** Firstly, contact **Identity Secure** without delay at any time on 0344 381 4159*

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**.

*** Calls may be recorded or monitored for quality, training and compliance purposes.**