

PrivacyGuard® Services Agreement

Your contract as a PrivacyGuard Member is made up of 2 separate key documents - your Welcome Letter and this Services Agreement, (together, "Your Agreement"). Please keep your Welcome Letter with this Services Agreement and in a safe place for future reference.

Please note that, as a PrivacyGuard Member, you enter into a contract with PrivacyGuard (the trading name and registered trademark of Affinion International Limited), who administers the Services with the involvement of PrivacyGuard's sub-contractor, Experian. The terms of your contract with PrivacyGuard are set out in Your Agreement. The contact details for and further information about each of these parties' authorisations and activities are set out below. It is important that you read all of the documents forming Your Agreement carefully since they contain important information about your PrivacyGuard Membership, including your rights and obligations.

Definitions of words used in Your Agreement

Application

Means your application to be a PrivacyGuard Member, which will be considered by PrivacyGuard prior to the commencement of the Term.

Business

Means any employment, trade, hobby, profession or occupation.

Cancellation and Refunds

You may cancel Your Agreement at any time in accordance with the conditions of cancellation and refunds. (See the Section "Cancellation and Termination" of Your Agreement for further details.)

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CIFAS

CIFAS (Credit Industry Fraud Alert Service) is the UK's Fraud Prevention Service.

Credit Monitoring Services

The monitoring by Experian of your credit data held by Experian, the provision to you of credit reports, the notification to you of any abnormal activity in the Experian database, and the supply to you of details of your credit score.

Experian

Experian Limited. Registered in England: company number 653331. Registered office: Landmark House, Experian Way, NG2 Business Park, Nottingham NG80 1ZZ, United Kingdom.

Fees

The fees payable by you for your PrivacyGuard Membership are as notified to you during the Application process, and confirmed to you in your Welcome Letter. The fees will be charged according to the payment method set out in your Welcome Letter.

Identity Fraud Resolution Service

The provision to you of a resolution service to answer your queries and generally assist you in recovering from an Identity Theft Event.

Identity Theft

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

One Occurrence of Identity Theft or a series of related Occurrences.

Information

Any information delivered to you by PrivacyGuard or Experian as part of or during the provision of the Services (including but not limited to the credit reports and credit scores).

Occurrence

A loss or incident arising during the Term.

PrivacyGuard or Affinion International Limited

Affinion International Limited. Registered in England No. 1008797. Registered office: Charter Court, 50 Windsor Road, Slough, Berkshire, England SL1 2EJ.

PrivacyGuard Member

Means the person to whom the Welcome Letter is addressed, where and for as long as you are bound by this Agreement from the commencement of the Term.

Services, or the PrivacyGuard Services

The PrivacyGuard Services consist of the following services to be provided to you by or on behalf of PrivacyGuard as a package and such services cannot be provided separately:

1. Credit Reports and Credit Score;
2. Credit Monitoring Services;
3. CIFAS Protective registration
4. Identity Fraud Advice and Resolution Services.

Term

The membership period indicated on your Welcome Letter.

Trial Period

The period of time confirmed in your Welcome Letter as your Trial period

UK

The United Kingdom including Northern Ireland, Channel Islands and Isle of Man.

Website

Means the website at www.privacyguard.co.uk

Welcome Letter

Means the welcome letter or welcome email we send you, and which forms a part of Your Agreement.

Year

Each twelve calendar month period commencing at the commencement of the Term.

Fees

You will be charged the Fees at the end of the Trial Period and periodically thereafter as described in your Welcome Letter unless Your Agreement is cancelled or terminated by you or by PrivacyGuard (see below for details). Future Fees for your Membership will be at the rate notified to you in advance in accordance with the section entitled "Changes to Your Agreement".

Term

Your PrivacyGuard membership will run throughout the Term, unless terminated or cancelled as stated under the Section titled "Cancellation and termination" below.

Cancellation and termination

On commencement of Your Agreement, you can cancel Your Agreement at any time up until the end of the Trial Period by giving notice to PrivacyGuard either in writing or by telephone. Contact details are shown in your Welcome Letter and in the General Section to this Services Agreement. If you cancel during the Trial Period, you will be entitled to a refund of the Fees you have paid to PrivacyGuard. 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 7 working days from the later of the commencement of your Agreement or the day after you receive Your Agreement. On expiry of the Trial Period, you can terminate Your Agreement at any time and no further periodic Fees will be payable from that date. No periodic Fees already paid will be refundable however. In addition, if Your Agreement renews annually, you may cancel Your Agreement within 14 days following each automatic annual renewal of Your Agreement and receive a refund of any Fees paid for such annual renewal period.

Changes to Your Agreement

We will notify you in writing regarding any material changes to the terms and conditions of Your Agreement and any changes to 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 such changes your attention is drawn to your general right of termination as set out above. These and any other such changes will be displayed on the Website or you can call 0800 085 2150 for more information about the services currently offered.

Choice of Law

Unless PrivacyGuard agrees 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 (or the laws of Scotland if you are domiciled there). Disputes arising in connection with Your Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales unless you choose the jurisdiction of your domicile if you are domiciled in Scotland or Northern Ireland.

What to do if you think you are a victim of an Occurrence of Identity Theft

Firstly, contact PrivacyGuard without delay at anytime on 0800 085 2150.

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.

The Services provided by PrivacyGuard and its contractors or agents

Credit Reports and Credit Score

Your first credit report will be provided to you on behalf of PrivacyGuard by Experian upon receipt of a valid and complete application from you. By completing this, you are authorising PrivacyGuard and Experian to process a report under Section 7 of the Data Protection Act 1998, subject to authentication. After receipt of your credit report application, this will activate the Credit Monitoring Service and PrivacyGuard will provide you with monthly alerts notifying you in writing of any significant changes to your credit report. If you choose to receive alerts by sms or email, then these will be sent to you weekly.

Credit Monitoring Services

Once your credit report has been requested as set out above, you will receive a monthly notification alerting you if any of the following occur in the previous month:

- Your Experian credit report is searched,
- An account is added to or deleted from your credit report,
- 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 you choose to receive alerts by sms or email, then these will be sent to you weekly. If there have been no such changes then Experian will notify you every 3 months that this is the case.

CIFAS Protective Registration

If you are at risk of identity theft we will place a protective registration warning with CIFAS to help protect you. Upon placing the warning, Affinion International will send you a form requesting your signed confirmation to keep this service. Unless you return the signed form within 21 days the date of the warning was placed, the warning will automatically be removed.

Identity Fraud Advice and Resolution Services

If you need any advice about your credit report or about Identity Theft you can call PrivacyGuard on 0800 085 2150. If you think you are a victim of identity fraud, PrivacyGuard can provide advice and may, assign you 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 9am and 5pm Monday to Friday. For general enquiries, the Identity Theft Advice and Resolution Service will be available 24 hours per day, 7 days per week, 365 days per year. 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. Such Services are not insurance. Your Agreement is not an insurance contract and nothing in Your Agreement will oblige PrivacyGuard or Experian to compensate you or assume any risk of or in relation to an Identity Theft Event occurring. For the avoidance of doubt, neither PrivacyGuard nor Experian 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.

How to make a complaint?

If you have cause for dissatisfaction and wish to complain about the service elements of this product or about the way in which the Policy was sold please contact PrivacyGuard on 0800 085 2150 or write to: The Customer Services Department, PrivacyGuard, Sentinel House, Airspeed Road, Portsmouth, Hampshire PO3 5RF quoting your membership number. PrivacyGuard aim to promptly solve most of their customers' complaints at the initial point of contact. PrivacyGuard 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, if this is possible, by the end of the next working day following receipt of your complaint. If PrivacyGuard® cannot resolve your complaint within this time they will write to you within 5 working days, and do their best to resolve the problem within 4 weeks. If PrivacyGuard® cannot respond within these timescales they will write to you again within 4 weeks to provide you with a final response or to let you know when they will contact you again, which will be within 8 weeks from when you first contacted PrivacyGuard® about your complaint. If PrivacyGuard have not resolved your complaint to your satisfaction within eight weeks from when you first contacted them you may refer your complaint to the Financial Ombudsman Service for an independent review.

General rights

Your Agreement and any representations given to you during your Application constitute the entire agreement between you and PrivacyGuard. Any failure by PrivacyGuard to exercise or enforce any right or provision of Your Agreement shall not constitute a waiver of such right or provision. If any provision of Your Agreement is found by a competent jurisdiction to be invalid, then the remaining provisions shall remain in full force and effect. Save in respect of clauses excluding or restricting your liability (in which case, those persons mentioned shall have rights to enforce such provision against you), a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.

Security

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

Call Monitoring

You are advised that any telephone calls made to both PrivacyGuard and PrivacyGuard's administration unit may be recorded. These recordings may be used to monitor the accuracy of information exchanged between PrivacyGuard customers, and PrivacyGuard's own staff. They may also be used to allow additional training to be provided to both PrivacyGuard staff, 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 receive the full benefits provided by the Services, you should keep PrivacyGuard informed of any changes, additions or deletions to the card/account you have for payment of the Fees. You should inform PrivacyGuard of any change to your permanent address.

Data Protection Act

The details you supply will be stored securely and used by PrivacyGuard to administer your PrivacyGuard membership. Information may be disclosed to regulatory bodies and/or your bank or card issuer and to Experian for the purposes of providing the Services. These details will not be kept for longer than necessary. You are entitled to a copy of all of the information held about you for which PrivacyGuard may charge you £10. By entering into Your Agreement, you give your consent to the transfer of data outside of the EEA to the USA for the purposes of data processing. You also give your consent to your nominated account provider providing your updated account information and related data to Affinion International Limited for the purposes of providing the product. Unless you have requested otherwise during your Application or at any other time, your details may also be used by PrivacyGuard or passed to selected third parties so as to send you information about products and special offers that may be of interest to you. Your data may also be disclosed to third parties where required by law or in the event that PrivacyGuard merges with or is bought by another company, or otherwise undergoes a corporate restructuring. For more information about PrivacyGuard's data processing activities or to opt-out of receiving marketing communications at any time, please write to Customer Services Manager, PrivacyGuard, Sentinel House, Airspeed Road, Portsmouth, Hampshire, PO3 5RF.

Liability

Promises:

PrivacyGuard will use all reasonable skill and care in the supply of the Services to you. 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. 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, PrivacyGuard excludes all other promises to the extent that PrivacyGuard 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 PrivacyGuard are not legally allowed to exclude).

Limitation of Liability:

This section (and any other clause excluding or restricting our liability) applies to PrivacyGuard's directors, officers, employees, subcontractors, agents and affiliated companies as well as to PrivacyGuard. Nothing in this Services Agreement in any way limits or excludes PrivacyGuard'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 this Services Agreement, PrivacyGuard'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 PrivacyGuard 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 PrivacyGuard 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 PrivacyGuard and you at the commencement of the Term and is not attributable to PrivacyGuard's negligence or breach of Your Agreement. PrivacyGuard 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 or for any reason that is beyond our reasonable control.

Your Eligibility

PrivacyGuard membership is only available to UK residents at least the age of 18 years. In the event that PrivacyGuard is informed that you are not at least 18 or are not or are no longer a resident in the UK, then your membership will be terminated immediately. You are under an obligation to inform PrivacyGuard if you are moving and will no longer be a UK resident.