

Equifax Personal Solutions Terms & Conditions

Equifax Terms and Conditions

1. Definitions

- 1.1 When the following words, in bold and with capital letters, are used in these **Terms**, this is what they will mean:

Credit File: the information **we** hold about **you**, which **we** describe in more detail in the "**Your Credit File**" section at paragraph 4 below;

Products: the Equifax products **you** may purchase from **us** and which are listed at paragraph 6 below as well as any other products **you** have purchased from **us** where we told **you** that these Terms apply;

Terms: the terms and conditions set out in this document.

- 1.2 References to "**we**", "**us**" and "**our**" in these Terms are to Equifax Limited. References to "**you**" and "**your**" are references to you, the person who purchases one of **our Products**.

2. Your contract with Equifax

- 2.1 These are the Terms on which **we** supply **our Products** to **you**.
- 2.2 When **you** purchase one of **our Products**, **you** are agreeing to these Terms which form a binding contract between **you** and **us**. **We** recommend that **you** keep a record of these Terms for **your** future reference.
- 2.3 Please read these **Terms** carefully as they contain legal rights and obligations. In particular, **your** attention is drawn to the section "**Our liability to you**".
- 2.4 Once **you** have purchased a Product, it is important that **you** keep **your** contact details up to date in the "My Accounts" section of **our** website, in case **we** need to contact **you** in relation to any **Product you** have purchased or to notify **you** of any changes to these Terms. Changes to these **Terms** will take effect as indicated in any notifications **we** send to **you** from time to time, as set out in paragraph 21 below.

3. About Equifax

- 3.1 **We** are Equifax Limited, a company registered in England and Wales under registered company number 2425920 with **our** registered office at 1 Angel Court, London, EC2R 7HJ.
- 3.2 **We** are authorised and regulated by the Financial Conduct Authority. **Our** registration details can be found on the Financial Services Register available on the Financial Conduct Authority's website, <https://www.fca.org.uk/register>.
- 3.3 **You** may contact **us** by post by writing to the Equifax Credit File Advice Centre, P.O. Box 10036, Leicester, LE3 4FS or by any of the other methods described in the "Contact Us" section of **our** website available here [Contact Us](#)

4. Your Credit File

- 4.1 **We** hold information about **you** which is used by lenders and other companies to make decisions about (for example) whether they will offer **you** credit or not. This information is **your** "Credit File".
- 4.2 **Your** Credit File includes information used to verify **your** identity, which may be collected from public sources such as the electoral roll.

- 4.3 **Your** Credit File also includes information relating to **your** financial standing, which **we** may have received from companies with whom **you** have a current or historic relationship, such as banks, telecoms providers and utility companies.
- 4.4 Accessing **your** Credit File will allow **you** to view the information that third parties such as lenders may see about **you** and review **your** financial commitments.
- 4.5 **We** provide **you** with a copy of **your** Credit File as part of all **our Products**, which are listed at paragraph 6 below.
- 4.6 **You** also have a statutory right to a copy of **your** Credit File, and we can provide **you** with access here: [Online Statutory Report](#)
- 4.7 In order to fulfil **your** request for **your** Credit File, **we** will complete a search of **our** consumer database. A record of this search will be visible on **your** Credit File for 12 months. The search will not be visible to other companies who may access **your** Credit File during this period.

5. The Accuracy of Your Credit File

- 5.1 **We** will use reasonable skill and care in:
 - 5.1.1 Providing the services to **you** under these Terms;
 - 5.1.2 Performing a number of checks to try to validate the information **we** receive from third parties;
 - 5.1.3 Adding that information to **your** Credit File within a reasonable time; and
 - 5.1.4 Generating **your** credit score and applying the searches we perform correctly.
- 5.2 As **your** Credit File is principally comprised of information collected from third parties, for example as described at paragraphs 4.2 and 4.3 above, **we** have very limited control over whether the information provided to us by third parties is accurate, complete and up to date. This means that despite **our** obligations in paragraph 5.1, **we** do not assure **you** that the content of **your** Credit File will be accurate, complete or up-to-date.
- 5.3 If **you** consider that any entry in **your** Credit File is incorrect, **you** have a statutory right to request that the entry is amended or removed. If **your** query relates to a specific account, **we** suggest **you** speak to the account provider in the first instance. However if **you** would like **us** to raise the query with the account provider for **you**, please contact **us** with details of the entry that **you** consider to be incorrect and **we** will assist **you** in amending or removing the incorrect entry.
- 5.4 If, following a review of **your** request and by reference to the appropriate third party, **we** confirm that an entry is correct, **we** will not take steps to amend or remove it and **we** will let **you** know.

6. Our Products

- 6.1 **We** offer the following **Products**:

Credit Report	For more information on this product please click here Equifax Credit Report
Credit Report and Score	For more information on this product please click here Equifax Report and Score
Identity Watch Pro	For more information on this product please click here Equifax Identity Watch Pro

Statutory Credit Report – Online Version

For more information on this product please click here [Online Statutory Report](#). The paper version of the Statutory Credit Report is subject to separately published terms.

6.2 **Our Products** may be available on a regular subscription or one off basis, see the product descriptions listed in paragraph 6.1 for more information.

7. Our Products: Additional Features

7.1 **Our Products** may also include additional features which are listed below. Please click on the link next to the applicable **Product** at paragraph 6 above for details of the additional features included in each **Product**.

WebDetect **our** monitoring service which monitors **your** personal information against unauthorised distribution and use across the World Wide Web. **We** use carefully selected and trusted partners to help provide this service to **you**.

Alerts **we** will alert **you** by email or SMS (if registered for this service) to changes to **your** Credit File or any unauthorised distribution or use of **your** information which **you** may have requested **us** to monitor. The frequency of these alerts will depend on the **Product you** have selected.

8. Registration

8.1 To order a **Product**, **you** will need to complete the **Product** registration form on **our** website. **You** can access the applicable form by clicking on the link against the **Product you** wish to purchase at paragraph 6 above, and then follow the instructions to purchase the Product.

8.2 **Our Products** are only available to residents of the UK.

8.3 If **we** accept **your** order for a Product, **we** will send **you** an automatic e-mail confirmation of acceptance to the e-mail address **you** provide to **us** during the registration process.

8.4 To access **our Products**, **you** will need to create a username and password. **You** agree to keep confidential the password and any other login details **you** use to access **our Products** and not to disclose such passwords and other login details to anyone else. If **you** know or suspect that someone else has **your** login details and password **you** must contact **us** immediately and change **your** password. **We** will not be responsible for any activity performed using **your** login details unless we have acted negligently or in breach of these **Terms**.

If **you** input any incorrect information during the registration process, please contact **us** to let **us** know as soon as possible and **we** will correct the error. [Contact Us](#).

9. Price and payment

9.1 To purchase a **Product** from us, **you** can pay by credit or debit card. By giving **us your** credit or debit card details, **you** agree that **we** have continuing authority to take the agreed regular payment from **your** credit or debit card for the Product(s) **you** have purchased on a subscription basis until **you** or **we** cancel **your** subscription to the Product(s) in accordance with these **Terms**.

9.2 **We** are entitled to change the amount of **your** subscription payment, provided that **we**

send **you** an email setting out the new subscription price at least 30 days' notice prior to **your** next renewal date. During this notice period, **you** may exercise **your** right to cancel in accordance with paragraph 16 below.

9.3 If any payment that **you** owe **us** is declined, rejected or reversed for any reason, **We** will continue to provide you with access to **your** Product and will try to take monies owed for the Product for a total of 60 days. If after 60 days payment is still owed then Equifax will cancel **your** access to the Product and **you** will not be required to pay the outstanding subscription charges owed by **you** in respect of the Product.

9.4 **Monthly Subscription Products** - If **you** purchase any of **our Products** on a 30 day subscription basis, **we** will provide that **Product** to **you** for continual 30-day periods starting from the date that **you** purchase the **Product**. **Your** renewal date will be the date 30 days after the last renewal date, and **your** first renewal date shall be the date 30 days after the date **you** purchased the **Product**.

We will continue to charge **your** credit or debit card on each renewal date at the relevant monthly rate for that **Product** unless **you** or **we** cancel **your** subscription to the **Product** in accordance with these **Terms**. If **we** have made the **Product** available to **you** for free for a promotional period, **we** will not charge **your** credit or debit card until the end of the promotional period.

9.5 The prices for **our Products** include VAT.

9.6 If **your** credit or debit card is nearing expiry and **you** have a continuing subscription for a **Product** with **us**, **your** card issuers will, where possible, update **us** with **your** new card details and payment will be taken from that card. This will ensure continued and uninterrupted use of **your Product**.

9.7 For security purposes, to receive **our Products** for no charge during a promotional period, **you** may be required to provide **your** credit or debit card details. No money will be taken from **you** until the end of the promotional period. Before **we** complete the supply of the **Product** to **you**, **we** may also carry out a pre-authorisation check of **your** credit or debit card details, which requires **your** payment account to be in funds or credit of £1 – this may mean that during the trial period **you** will have £1 less available credit. **We** are not responsible for any charges or bank fees **you** may incur if **your** payment card account contains insufficient funds or credit.

10. **Your obligations**

10.1 **You** must ensure that all information **you** provide to **us** is accurate, clear and not misleading.

10.2 **You** are permitted to use the **Products** **you** purchase for **your** private and domestic use only, and **you** agree not to use **our Products** for any other purposes.

10.3 **You** must not without first getting **our** written permission: distribute, sell, publish or otherwise make a profit or income, from any of the information **we** make available to **you**.

10.4 **You** agree that **you** will not attempt to do anything that may harm or inhibit the proper working of **our** IT systems or **our Products**.

11. **Ownership of information**

11.1 Except for **your** data protection rights in relation to how **we** use **your** personal information, **we** or **our** licensors own all copyright, trade mark rights and other rights to the **Products**, **our** databases, and all information contained on **our** website.

11.2 This means that **you** are permitted to use the **Products** and the information **we** provide to **you** (including on **our** website) only in accordance with these **Terms**. In particular, this requires **you** to comply with **your** obligations at paragraph 10 above.

12. Access to information on behalf of someone else

- 12.1 **We** make the **Products** and information on **our** website available to **you** for **your** own exclusive use. Other than in exceptional circumstances, **you** may not purchase any **Products** or the statutory Credit File on behalf of anyone else, even with their consent.
- 12.2 Exceptional circumstances include when **we** are required by Court order, or **you** have been appointed to manage someone else's affairs under a power of attorney. If **you** wish to purchase any **Products** or the statutory Credit File on behalf of someone else, please contact **us** first.
- 12.3 If **you** raise a data dispute and/or make a complaint against **us** and ask a third party to manage the complaint on your behalf, and that complaint results in our amending **your** Credit File, **we** may send an updated Credit File to **you** or the third party you asked to manage the dispute.

13. Our website

- 13.1 **We** make **our Products** available to **you** on **our** website. The terms and conditions applicable to the use of **our** website are available here [Website Terms of Use](#) and form part of **our** contract with **you**.

14. Purchasing a Product via a third party

- 14.1 If **you** have purchased a **Product** via a third party (usually as part of a package of products or services), then additional terms set by the third party may apply to your access to the Products. **You** should check those terms for more details. **We** may terminate your access to the Product if we are told by the third party that you are no longer entitled to it.
- 14.2 Depending on the arrangement **we** have with the third party that sold **you** the Product, **you** may not be required to enter **your** credit or debit card details to receive the Product. However, **you** will still be required to complete the registration process set out at paragraph 8 above in order to start receiving the benefit of the Product.

15. Special offers and promotional codes

- 15.1 Each special offer or promotional code: (i) expires on the date stated; (ii) may only be used for the **Product** specified; (iii) can only be used by the person or persons specified; and (iv) has no monetary value, so cannot be redeemed for cash or for any refund. The special offer or promotional code may also contain other terms that govern its use.

16. Your right to cancel and refunds

- 16.1 If **you** no longer wish to receive the Product(s) **you** have purchased from us, **you** may cancel **your** subscription at any time as follows:

Monthly Subscription Products

If **you** wish to cancel a **Product** **you** receive on a monthly subscription basis, **you** must call **us** on **0800 014 2955** between 8am – 8pm daily (except 25th & 26th December) at least 24 hours prior to the next renewal date. If **you** miss this deadline, **your Product** will be cancelled at the end of the next renewal date, and **you** will be charged for that next 30 day period.

- 16.2 If **we** fail to comply with these **Terms** or are negligent in how we provide the **Products** to **you**, **you** may cancel **your** subscription to the **Product** immediately.
- 16.3 If a subscription is cancelled, **you** will no longer have access to **your** Product including historic credit reports.

17. **Our right to suspend or cancel your subscription**

- 17.1 If **we** have reasonable grounds for suspecting **you** of fraud or using the **Product** in breach of **your** obligations under these **Terms**, **we** may suspend **your** access to the **Product** **you** have purchased. If **we** have reasonable grounds for suspecting **you** of fraud **we** may suspend **your** access to all **Products** **you** have purchased.
- 17.2 **We** will use reasonable efforts to investigate and resolve whether or not **you** have acted fraudulently or used the **Product** in breach of these **Terms** within a reasonable period.
- 17.3 If, after suspending **your** access to the **Products**, **we** do not confirm fraud or breach of these **Terms** by **you**, **we** shall reinstate **your** access to the **Products** and the subscription period for which **you** have paid shall be extended by the period of the suspension.
- 17.4 If, after suspending **your** access to the **Products**, **we** confirm fraud or breach of these **Terms** by **you**, **we** may immediately on notice to **you** cancel **your** right to access the **Products** and **you** will not be entitled to a refund.

18. **Our liability to you**

- 18.1 **We** are responsible for all loss and damage **you** suffer that is a foreseeable result of **our** breach of these **Terms** or **our** negligence. Loss or damage is foreseeable if it was an obvious consequence of **our** breach or if it would have been expected by **you** and **us** at the time **we** entered into this contract, if **we** had been asked what loss or damage would be suffered by **you** as a result of **our** breach of these **Terms** or **our** negligence.
- 18.2 Please see paragraph 5.2 for **our** liability for information **we** receive from third parties.
- 18.3 When **we** provide a Product to **you** including **your** credit score, any information **we** make available is for **your** guidance and information only and is not intended to replace independent professional advice. **You** will appreciate that third parties such as lenders who carry out searches of **your** Credit File will use their own criteria in making decisions about **you**. Unless **we** have acted in breach of these **Terms** or have been negligent, **we** do not accept any responsibility for any reliance **you** place or any action **you** take based on the services **you** receive from **us**, or for any actions taken or decisions made by any third party based on the information in your Credit File.
- 18.4 **We** only supply **our** **Products** for private and domestic use and shall not be liable to **you** for any business losses **you** may suffer.
- 18.5 **We** do not exclude or limit in any way **our** liability for:
- 18.5.1 death or personal injury; and
 - 18.5.2 fraud.

19. **Events outside our control**

- 19.1 **We** will be liable or responsible for any breach of these **Terms** that is caused by an "**Event Outside Our Control**".
- 19.2 An Event Outside Our Control means any act or event beyond **our** reasonable control (as appropriate), including, for example, industrial action by third parties or failure of public or private telecommunication networks.
- 19.3 If an Event Outside Our Control takes place that affects **our** performance of these **Terms**:
- 19.3.1 **we** will notify **you** as soon as possible; and

19.3.2 **our** obligations under these **Terms** will be suspended and the time for performance of **our** obligations will be extended for the duration of the Event Outside Our Control.

20. **Your personal information**

20.1 **We** will use and share **your** personal information in accordance with the terms of **our** Privacy and Cookie Policy, which is available here [Privacy & Cookie Policy](#)

20.2 If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also 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 applicants and employees

Please contact **us** at Equifax Ltd, Customer Service Centre, P.O. Box 10036, Leicester, LE3 4FS if **you** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

21. **Changes to our Products and these Terms**

21.1 **We** are entitled to cancel or modify **our Products** or change these **Terms** at any time for any reason, provided that we notify **you** at least 30 days' prior to the change coming into force. **You** shall be entitled to terminate your subscription to the Product in accordance with paragraph 17.

22. **Other important terms**

22.1 These **Terms** are a contract between **you** and **us**. No other person shall have any rights to enforce any of its terms.

22.2 If any part of these **Terms** is held by any competent authority (such as a court) to be invalid or unenforceable (either wholly or in part) the validity or enforceability of the other parts of these **Terms** shall not be affected.

22.3 These **Terms** are governed by English law. **You** may only bring a claim against **us** in England, or any other courts of the country within the United Kingdom in which **you** live. **We** may bring a claim against **you** in the courts of the country within the United Kingdom in which **you** live. If **you** live outside of the United Kingdom, **we** may bring a claim against **you** in the courts of England.

23. **Questions and complaints**

23.1 If **you** have any questions or complaints about **our** service to **you**, please contact **us** here. [Complaints Procedure](#)

23.2 If **you** have any questions or complaints about the content of **your Credit File**, please see paragraphs 4 and 5 above.

23.3 If **you** are unhappy with **our** service or **our** handling of **your** complaint **you** have the right to take **your** complaint to the Financial Ombudsman Service [Financial](#)

[Ombudsman Service](#) In addition to paragraph 23.3 above, the European Commission operates an “online-dispute resolution platform” to assist with resolving consumer complaints. A link to the platform, including more information about how it works, can be found here <http://ec.europa.eu/odr>.

24. **Latest version**

24.1 These **Terms** are dated 15th February 2016