

# My Credit Tracker

## Terms & Conditions

### SECTION 1. GENERAL SECTION

**Your Credit Tracker membership** is made up of 2 separate key documents - **your welcome letter** or email and this document which includes the **terms and conditions** (together, "**your agreement**"). Please keep **your welcome letter** and these **terms and conditions** together and in a safe place for future reference. It is important that **you** read all of the documents forming **your agreement** carefully since they contain important **information** about **your Credit Tracker membership**, including **your** rights and obligations.

**Your agreement** is a contract between **you** and **Tenerity Limited (Tenerity)**. **Tenerity will** provide the **services** under **your agreement**.

Please see Section 2 of these **Terms and conditions**. We have appointed **our subcontractors** to supply some of these **services**. In order to provide the **services**, we therefore have to share data collected from **you** with such **subcontractors**.

**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

**Credit Tracker 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. **Credit Tracker membership** is not available if **your** address is a BFPO, PO Box and/or **business** addresses.

#### Definitions of words used in these terms and conditions

##### "application"

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

##### "business"

Means any employment, trade, profession or occupation.

##### "Credit Report and monitoring services"

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

##### "Credit Tracker"

Means the **Credit Tracker service** provided by **Tenerity**.

##### "Credit Tracker membership"

Means **membership** of **Credit Tracker**.

##### "fees"

Means the amount payable for **your Credit Tracker 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**.

##### "information"

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

##### "services"

Means the following **services** to be provided by **Tenerity** and its **subcontractors** to **you** as part of **your Credit Tracker membership** set out at section 2 below and includes:

- TransUnion Credit Report service** including credit score.
- Credit profile monitoring **service**.
- Summary.
- Credit Assessment Tool.
- Credit management advice line.

##### "subcontractors"

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

##### "Tenerity"

Means **Tenerity Limited**. Registered in England: company number 1008797. Registered address: 3rd Floor, 6 Ramillies Street, London, W1F 7TY, 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.

##### "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.

##### "we, our or us"

Means **Tenerity**.

##### "welcome letter"

Means the **welcome letter** or email sent to **you** and which forms a 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

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

## Fees

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**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 Credit Tracker membership** and will give **you** at least 30 days advance notice before making any such change.

## Validating your identity with TransUnion

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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 Tracker services** and cancel **your membership**.

## Use of the Credit Report and monitoring services

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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

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### Where a trial period is shown on your welcome letter

**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 write to Customer Services, Credit Tracker, PO Box 5305, Lancing, BN11 9WD or call us on 0344 381 4165\*.

### Cancellation by us

**We** can cancel **your membership** by giving **you** at least 30 days' notice in writing by email or letter where there is a valid reason for doing so. **We** will send an email or letter to the latest email or 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 Credit Tracker membership** is terminated all the **services** set out in Section 2 of these **terms and conditions** will stop immediately.

## Changes to your agreement

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**We**, or **our subcontractors**, will notify **you** in writing regarding any material changes to the **services, your agreement** or the **fees**. Wherever possible, **we** will endeavour to notify **you** of such changes at least 30 days in advance of them taking effect. In the event of any such changes **your** attention is drawn to **your** general right of termination as set out above.

## Choice of Law

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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

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If **you** have cause for dissatisfaction and wish to complain about the sale or services of **Credit Tracker** please contact **Credit Tracker** on 0344 381 4165\*, email **us** at enquiries@mycredittracker.co.uk or write to: Customer Services Manager, **Credit Tracker**, PO Box 5305, Lancing, BN11 9WD quoting **your Credit Tracker 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

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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.

## The EC Online Dispute Resolution Platform

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

## General rights

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**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

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**You** may be required to validate any request **you** make to **Tenerity** by providing the security details **you** have registered during **your application**. Failure to provide such security details or other suitable validation will result in **Tenerity** refusing to act upon such a request. If **you** have not registered security details with **Tenerity** **you** should contact **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 Credit Tracker membership** **you** should contact us immediately.

## Keeping details up to date and changing address

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To ensure that **you** are entitled to receive the full benefits provided by the **services**, **you** must inform **Tenerity** of any change to **your** home address.

## How we will use your data

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

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

**Your** bank/card issuer will pass **your** name, address, date of birth and card details to **us** for the purpose of providing the product and billing **your** account with the **fees**.

From time to time **we** will ask **your** card issuer to update **us** with any changes to the information they have provided to **us**, for example by providing **us** with any updated or new card numbers or expiry dates.

## Liability

### Promises:

**We** will use all reasonable skill and care in the supply of the **services** to **you** and **TransUnion** will use all reasonable efforts to verify the accuracy of **information** provided as part of the **Credit Report and monitoring services**. Please note however that the **information** comes from a number of third party sources who may not always keep their **information** up-to-date. **You** agree that one of the purposes of the supply of **information** is to alert **you** to inaccurate **information** from third party databases. Any **information** provided to **you** as part of **Credit Report and monitoring services** are provided for guidance and information only. Any businesses that carry out credit searches on **you** will take **information** from a number of sources and use their own criteria in making decisions based on it. **You** should not rely on the **information** provided as part of **Credit Report and monitoring services** and **TransUnion** nor any member of the **TransUnion** Information Group companies can be responsible or liable if **you** rely on it or take any action based upon it.

For that reason, any guarantee or warranty that any **information** is complete, accurate, up-to-date or error-free, of a satisfactory quality or fit for any particular purpose is inappropriate to the nature of the **Services**, and **we** exclude all liability in this respect unless (and to the extent) attributable to **our** breach or negligence. Except as expressly set out in **your agreement**, **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 **Tenerity** 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 service 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:

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 **Tenerity** 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 **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 Credit Tracker 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 Credit Tracker membership** by **Tenerity** or its **subcontractors**.

#### **a) TransUnion Credit Report service** including credit score

After **we** have received **your application** for **Credit Tracker**, **we** will verify:

- (i) your application details; and
- (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 **Credit Tracker**, **you** are authorising us to pass on **your** data to **TransUnion** to provide your **Credit Report and credit monitoring services** under Section 7 of the Data Protection Act 1998.

**You** can request **your TransUnion Credit Report** as part of **your Credit Tracker 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 received your **TransUnion 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 held by **TransUnion** is searched,
- An account is added or deleted from **your** credit profile held by **TransUnion**,
- A change is made to the payment status 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. **You** will have the choice of receiving **your** notifications by SMS or email.

### **c) Summary**

**We** will provide **you** with a summary setting out an overview of what has happened to **your** TransUnion credit status over the last period. This will include an illustration of how **your** credit score has changed over time.

### **d) Credit Assessment**

**You** will have access by telephone and online to the **Credit Tracker** Credit Assessment offering **you** a review of **your** current credit status available at any time. **You** will be provided with, or will be able to print, a summary upon completion and recommendations how to improve **your** credit status. A telephony Credit Assessment is available by calling **the Credit Tracker** team on 0344 381 4165\* during opening hours.

### **e) Credit management advice line**

If **you** want guidance about managing **your** credit score you can speak to one of **our** experts on 0344 381 4165\*. **We** can:

- (i) help with any enquires **you** may have about **your** credit profile and factors affecting **your** credit score.
- (ii) help with correcting any errors in **your** credit profile where possible and adding notes if needed.

\* Lines are open 8am to 8pm Monday to Friday and 9am to 5pm Saturday, excluding bank holidays. 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.

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