



ID
Identity
Defence
Platinum

AMERICAN
EXPRESS

Enjoy the big picture
We'll watch the small detail

YOUR TERMS AND CONDITIONS

Terms & Conditions

SECTION 1. GENERAL INFORMATION

Your American Express Identity Defence Platinum membership is made up of two separate key documents - **your welcome letter** and this document which includes the **Terms and Conditions** and a copy of the **User Licence Agreement** for Sentinel Online Protection Software (together, "**your agreement**"). Please keep **your welcome letter** with this document in a safe place for future reference. **Your agreement** is a contract between **you** and **Affinion**.

Affinion agrees to provide the **services** under **your agreement**. Please see Section II of these **Terms and Conditions**. We have appointed **our subcontractors** to supply some of these **services**. It is important that **you** read all of the documents forming **your agreement** carefully since they contain important **information** about **your American Express Identity Defence Platinum membership**, including **your** rights and obligations.

Your eligibility

American Express Identity Defence Platinum membership is only available to **UK** residents who are at least 18 years of age. **You** are under an obligation to inform **Affinion** if **you** are moving and will no longer be a **UK** resident. **American Express Identity Defence Platinum membership** is not available to BFPO, PO Box and/or **business** addresses.

Definitions of words used in your agreement

"Affinion"

Means **Affinion** International Limited. Registered in England: company number 1008797. Registered address: Charter Court, 50 Windsor Road, Slough, Berkshire, SL1 2EJ, United Kingdom. **Affinion** International Limited, provides the **services** to **you** through its **subcontractors** under **your agreement**. VAT number 125495408.

"American Express"

Means American Express Insurance Services Europe Limited. Registered in England and Wales Company number 05048826, registered office 76 Buckingham Palace Road, London SW1W 9AX. American Express Insurance Services Europe Limited is a separate corporation within the American Express group of companies.

"American Express Identity Defence Platinum"

Means the trading name for **Affinion** International Limited, Registered in England: company number 1008797. Registered address: Charter Court, 50 Windsor Road, Slough Berkshire, SL1 2EJ, United Kingdom, **Affinion** International Limited.

"American Express Identity Defence Platinum membership"

Means **membership** of **American Express Identity Defence Platinum** comprising the provision of **services** to **you** in consideration for payment of the **fees**.

"application"

Means **your** internet, phone, postal or other **application** for **American Express Identity Defence Platinum membership**, which will be considered by **Affinion** prior to the commencement of the **term**.

"business"

Means any employment, trade, profession or occupation.

"CIFAS"

Means the Credit Industry Fraud Avoidance System, the **UK's** fraud prevention service.

"Credit Report, Credit Report service"

Means the **Credit Report services** described in Section II below.

"Callcredit"

Means **Callcredit Information** Group Limited. Registered in England and Wales with company number 04968328. Registered Office: One Park Lane, Leeds, West Yorkshire, LS3 1EP

"fees"

Means the amount payable for **your American Express Identity Defence Platinum membership** as notified during the **application** process, and confirmed to **you** in **your welcome letter**. 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 information, which has or could reasonably result in the wrongful use of such **information**, including but not limited to theft occurring on or arising out of **your** use of the internet. **Identity theft** shall not include the theft or wrongful use of **your business** name or any other method of identifying any of **your business** activities.

"identity theft event"

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

"information"

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

"reasonable usage policy"

Means the reasonable availability of **Credit Reports** within the defined period as set out in Section 2. **Services** b) **Credit Report service** including credit score.

"services"

Means the following **services** to be provided by **Affinion** and its **subcontractors** to **you** as part of **your American Express Identity Defence Platinum membership** set out at section II below and includes:

- a. **Identity fraud** advice and resolution **services**
- b. **Credit Report service** including credit score
- c. Credit monitoring service
- d. **CIFAS** Protective Registration
- e. Sentinel Online Protection Software

"subcontractors"

Means **Affinion subcontractors** and service providers and currently includes **Callcredit**.

"term"

Means the **membership** period indicated on **your welcome letter**.

"terms and conditions"

Means this **terms and conditions** document.

"UK"

Means the United Kingdom including Northern Ireland and Isle of Man.

“User Licence Agreement”

Means the **User Licence Agreement** for Sentinel Online Protection Software.

“we, our or us”

Means **Affinion**.

“welcome letter”

Means the **welcome letter** or email sent to **you** upon **Affinion** accepting **your application** 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.

Fees

You will be charged the **fees** as described in **your welcome letter** unless **your agreement** is cancelled or terminated by **you** or by **Affinion** (see below for details). Future **fees** for **your American Express Identity Defence Platinum membership** will be at the rate notified to **you** in advance in accordance with the section entitled ‘Changes to **your agreement**’.

Term

Your American Express Identity Defence Platinum membership will run throughout the **term**, unless terminated or cancelled as stated under the Section titled “Cancellation and termination” below. At the end of the **term**, **your membership** will automatically renew for a further **term** unless **you** notify us otherwise.

User Licence Agreement

You agree to fully comply with the requirements of the **User Licence Agreement**.

Cancellation and termination

You can cancel **your agreement** up until the end of your trial notice period by giving notice to **Affinion International** either by writing to **us** at **American Express Identity Defence Platinum**, Operations Centre, Sentinel House, Airspeed Road, Portsmouth, PO3 5RE, or by calling **us** on 0800 030 4714.

If **you** cancel within this period **you** will be entitled to a refund of the **fees you** have paid to **Affinion International**, if any.

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 **fees** already paid will be refundable however.

Termination

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

- the date **your agreement** is cancelled by **you** or **Affinion International**;
- the date **you** cease to be resident within the **UK**;
- at **Affinion International**'s discretion if the fee for this product is not paid.

Affinion International may cancel **your agreement** at its discretion by giving **you** 30 days notice in writing. If this occurs **you** may be entitled to a pro rata return of the **fees**.

Changes to your agreement

We, or **our subcontractors**, will notify **you** in writing regarding any material changes to the **services**, **your agreement** or the **fees**. Wherever possible, **we** will endeavour to notify **you** of such changes at least 30 days in advance of them taking effect.

In the **event** of any such changes **your** attention is drawn to **your** general right of termination as set out above.

Choice of law

Unless **Affinion** 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 (or the laws of Scotland if **you** are domiciled there). Disputes arising in connection with **your agreement** shall be subject to the non-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 **American Express Identity Defence Platinum** without delay on **0800 030 4714**. **Your** consultant will help **you** and make suggestions 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**.

SECTION 2. SERVICES

The services provided by Affinion International and its subcontractors

a) Identity fraud advice and resolution services

If **you** need any advice about **your Credit Report** or about **identity theft**, **you** can speak to one of **our** experts on **0800 030 4714**. If **identity fraud** is suspected by the expert, **you** will receive initial advice and will be assigned a ‘victim of fraud’ consultant who will analyse **your Credit Report** with **you**, and if necessary formally open a case on **your** behalf and liaise directly with any lenders searching **your Credit Report**, or that have recorded a credit account, to seek to have any inaccurate credit **information** corrected by the lender. **Your** dedicated victim of fraud consultant is available between the hours of 8am – 8pm Monday to Friday, 9am - 5pm Saturday to Sunday, excluding **UK** bank holidays. The **services** provided to **you** are limited to the description above. The **services** are provided whether or not an **identity theft event** has actually occurred. The **identity fraud** resolution service is not insurance, and nothing in **your agreement** will oblige **Affinion** 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 **Affinion** nor its **subcontractors** will be able to become involved in any legal proceedings with a lender or any other investigatory body if a lender disputes whether there has been an **identity theft event**.

b) **Credit Report service** including credit score

After we have validated **your application for American Express Identity Defence Platinum**, we will send **you your Credit Report**, together with **your welcome letter**, this will also activate the credit monitoring service. By applying for **American Express Identity Defence Platinum**, **you** are authorising **us** to pass on **your data to Callcredit** to provide the report and monitoring service under Section 7 of the Data Protection Act 1998, subject to authentication. Unlimited availability of **your Credit Report** is subject to **reasonable usage policy** which is a maximum of 30 reports in any one month.

c) **Credit monitoring service**

Once **your Credit Report** has been requested as set out above, **you** will receive a periodic notification alerting **you** to any significant changes which have occurred in the previous month (including but not restricted to):

- **Your Callcredit Credit Report** is searched,
- An account is added or deleted from **your Credit Report**,
- A change is made to the payment history of **your** credit accounts,
- A judgement, voluntary arrangement or bankruptcy or a decree, debt arrangement or sequestration in Scotland) is added or deleted.

If there have been no such changes then **you** will be notified every month that this is the case.

d) **CIFAS Protective Registration**

If we identify that **you** are at risk of **identity fraud** we may suggest placing a protective registration warning with **CIFAS** to help protect **you**. Upon placing the warning, we will send **you** a form requesting **your** signed confirmation to keep this service. Unless **you** return the signed form within 21 days from the date that the warning was placed, the warning will automatically be removed.

e) **Sentinel Online Protection Software**

Sentinel Online Protection Software helps protect **your** pc from email 'phishing' and key logging attacks. Once **you** have registered online, **you** will be able to download **your** Sentinel Online Protection Software subject to the **User Licence Agreement**.

You are able to download this software a maximum of three times, and will receive automatic updates for as long as **you** remain a member of **American Express Identity Defence Platinum**.

How to make a complaint regarding the services

If **you** have cause for dissatisfaction and wish to complain about the service elements of this service or about the way in which the product was sold please contact **Affinion** on **0800 030 4714** or write to: Customer Services Manager, **American Express Identity Defence Platinum**, Sentinel House, Airspeed Road, Portsmouth, Hampshire, PO3 5RF quoting **your American Express Identity Defence Platinum membership** number.

We aim to promptly solve most of **our** customers' complaints at the initial point of contact. **Our** staff are fully trained to deal with **your** complaint quickly and efficiently. However should **you** not be satisfied with the response **you** have received, **your** complaint will be responded to by the Customer Relations Team who will aim to resolve **your** complaint, if this is possible, by the end of the next working day following receipt of **your** complaint. If we cannot resolve **your** complaint within this time we will write to **you** within 5 working days, and 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 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.

General rights

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

Call Monitoring

You are advised that any telephone calls made to both **Affinion**, its **subcontractors** and its administration and claims handling units 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 **Affinion** 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 **Affinion** informed of any changes, additions or deletions to **your** registered card for payment of the **fees**. **You** must inform **Affinion** of any change to **your** home address.

Data Protection Act

The details **you** supply to **Affinion** and its **subcontractors** will be stored securely and used by **Affinion** and its **subcontractors** to administer **your American Express Identity Defence Platinum membership**. **Information** may be disclosed to **American Express**, regulatory bodies and/or **your** bank or card issuer and its **subcontractors** for the purposes of providing the **services**, regulatory purposes, including carrying out necessary sanction checks, and in relation to the cancellation of your membership for monitoring and quality purposes. These details will not be kept for longer than is necessary. **You** are entitled to a copy of all of the **information** held about **you** for which **Affinion** 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 **American Express Identity Defence Platinum** 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 **Affinion**) for the purposes stated above. **Your** data may also be disclosed to third parties where required by law or in the **event** that **Affinion** merges with or is bought by another company, or otherwise undergoes a corporate restructuring. For more **information** about the data processing activities of **Affinion** and its **subcontractors** please write to Customer **Services** Manager, **American Express Identity Defence Platinum**, Sentinel House, Airspeed Road, Portsmouth, Hampshire, PO3 5RF.

Liability

Promises:

American Express Identity Defence Platinum 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**, **American Express Identity Defence Platinum** excludes all other promises to the extent that **American Express Identity Defence Platinum** are legally allowed to exclude them. (Please refer to **your** local Citizen's Advice Bureau or local trading standards office for **information** about **your** statutory rights and promises which **American Express Identity Defence Platinum** are not legally allowed to exclude).

Limitation of Liability:

This section (and any other clause excluding or restricting **our** liability) applies to **American Express Identity Defence Platinum's** directors, officers, employees, **subcontractors**, agents and affiliated companies as well as to **American Express Identity Defence Platinum**. Nothing in this **services** Agreement in any way limits or excludes **American Express Identity Defence Platinum's** liability for negligence causing death or personal injury or for fraudulent misrepresentation or for anything which may not legally be excluded or limited. Without prejudice to the rest of **your agreement**, **American Express Identity Defence Platinum's** liability of any kind in respect of any **services** or otherwise shall be limited to the amount equal to **fees** payable by **you** in any twelve month period under **your agreement**. In no **event** will **American Express Identity Defence Platinum** be liable for any:

1. economic losses (including, without limit, loss of revenues, profits, contracts, **business** or anticipated savings)
2. loss of goodwill or reputation
3. losses that **you** incur that were not reasonably foreseeable to **you** and **American Express Identity Defence Platinum** when **your agreement** was entered into, or
4. damage to or loss of data, to the extent that this was not in the contemplation of **American Express Identity Defence Platinum** and **you** at the commencement of the **term** and is not attributable to **American Express Identity Defence Platinum's** negligence or breach of **your agreement**. **American Express Identity Defence Platinum** will not pay for losses arising from **our** inability to provide the **services** in the **event** of war, terrorism, invasion, an act of foreign enemy, hostilities (whether war be declared or not), riot, strike, civil commotion, civil war, 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.

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

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0800 030 4714
IDPlatinum.co.uk

**PLEASE CONTACT US IF YOU WOULD LIKE THIS IN BRAILLE,
LARGE PRINT OR AUDIO TAPE**

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Oline T&Cs 1313