

# NBIC



## NATIONAL BACKGROUND INFORMATION CENTER

A Division of Information Specialties Corporation

P.O. Box 783214 · Wichita, Kansas 67278 · (316) 686-3000 · Fax: (316) 682-2255 · [www.checknbic.com](http://www.checknbic.com) · [admin@checknbic.com](mailto:admin@checknbic.com)

Thank you for your interest in quality employment screenings by NBIC. Please print this document, and complete the User Agreement (only the numbered pages). Then return the completed Agreement to us by fax at (316) 682-2255. We will review the agreement and set up your account. Should there be any questions, we'll contact you right away.

If you are interested in receiving PEER credit reports, please contact us immediately. There are special credentialing requirements for clients receiving them.

The remainder of this package, the *FCRA Notice to Users of Consumer Reports*, is for your use, and we are required by law to provide the information to you.

Once your account is established, we will forward your user ID and temporary password to the email specified in your user agreement. When first logging on to our secure clients area, please download and utilize the Consumer Notification and Release form located in the resource page. This document is a portable document file that you can complete with your company name and freely use. This document meets the requirements of the Fair Credit Reporting Act and should be used with all applicants. There are other important required documents (Adverse Action Notices, etc.) also available in the resource page.

Thank you for your interest in the National Background Information Center. We look forward to serving you.

Sincerely,

National Background Information Center



## END-USER AGREEMENT

The purpose of this document is allow you ("Client") to meet the minimal requirements to obtain Consumer Reports from Information Specialties Corporation dba National Background Information Center ("NBIC"), a Consumer Reporting Agency ("CRA"). NBIC shall be responsible only for the content of, and the methods of, obtaining the information supplied to the Client in a Consumer Report and not for the usage of that information. The Client agrees to defend, indemnify, and hold NBIC harmless from any and all legal actions, losses, claims, demands, liabilities, causes of action, cost or expenses imposed upon NBIC as a result of Client's utilization of Consumer Report information supplied by NBIC.

### **Notice Acknowledgments**

Client acknowledges receipt of all required notices required by the FCRA including:

- The Notice to Users of Consumer Reports: Obligations of Users under the FCRA
- A Summary of Your Rights Under the Fair Credit Reporting Act
- Remediating the Effects of Identity Theft

The most current version of each of these documents is also available on the secure NBIC Web site.

Required forms and documents for Client's use in requesting background checks and staying in compliance with state and federal laws are found on the secure clients area at NBIC's Web site (<http://www.checknbic.com>) under the Resources tab by clicking the appropriate link . NBIC will notify the Client of any special forms or releases needed at the time of order placement.

Such forms and documents occasionally include the following:

- Disclosures and Authorizations to meet special federal and state requirements.
- State-specific release forms and/or information to obtain statewide criminal searches and driving reports in those states requiring such a form.

### **Client Responsibilities and Acknowledgments**

The Client agrees to adhere to the Fair Credit Reporting Act (FCRA), Drivers Privacy Protection Act (DPPA) requirements, and any other regulations pertaining to access and retrieval of public information.

Client understands that it must have a permissible purpose for ordering information.

Client agrees to comply with disclosure and authorization requirements to the consumer as required by the FCRA.

Client understands and agrees to comply with adverse action procedures required by the FCRA.

Client understands the confidential nature of the information being requested and will keep all Consumer Report information confidential when obtaining, retaining, using and destroying this confidential matter.

Client will comply with all laws and regulations and will not use consumer information in violation of any state or federal law, including Equal Opportunity laws.

### **Adverse Action**

Client understands that there are legal requirements and responsibilities when taking adverse action based in whole or part on Consumer Reports. In addition to other actions, denying employment



based in whole or in part on a Consumer Report constitutes an adverse action. Client understands and agrees to comply with adverse action procedures required by the FCRA, including:

- Requirements to provide a Preliminary Adverse Action Notice to consumers, along with a copy of the Consumer Report and “A Summary of Your Rights Under the Fair Credit Reporting Act” and that allows the consumer a designated period of time to contact the employer, if consumer wishes to dispute any information in the Consumer Report; and,
- Providing a final Adverse Action Notice to the consumer, if a final adverse employment decision is made, that contains NBIC contact information, a statement that NBIC did not make the decision to take the adverse action and a statement regarding the consumer's right to dispute reported information contained in NBIC's report.

NBIC makes an approved form of a Pre-Adverse Action Notice and an Adverse Action Notice available in the Resources tab of the secure clients area of its website. Client has specific legal requirements and responsibilities in the use of consumer reports and should consult with legal counsel regarding such specific legal responsibilities.

### **Legal Responsibilities**

Client understands that NBIC is not legal counsel and cannot provide legal advice. If Client has questions regarding their responsibilities under the FCRA or this Agreement, Client should work with its legal counsel regarding their specific needs. It is recommended that Client work with legal counsel to ensure that client's policies and procedures related to the use of NBIC Consumer Report information are in compliance with applicable state and federal laws.

### **Information Protection**

Client understands the sensitive nature of Consumer Reports, the need to protect the information and the Consumer Report retention and destruction practices outlined by the FCRA and DPPA.

Client agrees to:

- Limit dissemination of consumer information to only those with legitimate need, permissible purpose and authorized by consumer
- Retain consumer data in a confidential manner
- Destroy data in a secure manner to make it inaccessible, unreadable, and/or unrecoverable by:
  - o Burning, pulverizing, or shredding;
  - o Destroying or erasing electronic files; and/or,
  - o After conducting due diligence, hiring a document destruction company.

NBIC will provide assistance to Client on using the secure NBIC Web site as well as ordering, reading and understanding Consumer Reports through telephone assistance during normal business hours.

### **Service Fees and Payment**

Current Client pricing is available upon request. Any notice of price or fee changes will be posted on secure NBIC Web site.

NBIC invoices client accounts on the 1<sup>st</sup> of each month. All Client payments must be received by NBIC within fifteen (15) days after the date of the invoice or NBIC may, at its option, charge interest of 1.5% per month or \$5.00 (whichever is greater) on unpaid balances and/or suspend Client's privileges.

A suspension of Client privileges releases NBIC from any obligation to perform any further services until satisfactory arrangements have been made.



**Trans Union PEER Credit Reports (Pre-Employment Evaluation Reports) & Reference Services**

This section of this Agreement applies specifically to Clients (End Users) who intend on ordering Trans Union PEER Credit Reports (Pre-Employment Evaluation Reports) & Trans Union non-CRD Reference Services through NBIC. Language in this section is specifically required by Trans Union Corporation.

The undersigned End User and Information Specialties Corporation (ISC/NBIC), agree as follows:

**Trans Union Credit Reports for Employment Purposes**

1. End User is a \_\_\_\_\_ (insert type or kind of business) and has a need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee (“Consumer Report for Employment Purposes”).

2. End User shall request Consumer Reports for Employment Purposes pursuant to procedures prescribed by ISC/NBIC from time to time only when End User is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose. End User shall comply with any federal and state laws which may restrict or ban the use of consumer report for employment purposes.

3. End User certifies that it will not request a Consumer Report for Employment Purposes unless:

A. A clear and conspicuous disclosure is first made in writing to the consumer by End User before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes;

B. The consumer has authorized, in writing, the procurement of the report; and

C. Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

4. End User further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment purposes, it will provide the consumer:

A. A copy of the Consumer Report for Employment Purposes; and

B. A copy of the consumer’s rights, in the format approved by the Federal Trade Commission.

5. End User shall use the Consumer Report for Employment purposes only for a one-time use, and shall hold the report in strict confidence, and not disclose it to any third parties that are not involved in the employment decision.

6. End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of the inquiry.

7. With just cause, such as violation of any of the terms of this Agreement or a legal requirement, or a material change in existing legal requirements that adversely affects this Agreement, ISC/NBIC may, upon its election, discontinue serving the End User and cancel the Agreement immediately.



### **Reference Services**

1. End User certifies that End User shall use the Reference Services solely for the End User's exclusive one-time use and shall hold such Reference Services in strict confidence. End User shall not request, obtain or distribute Reference Services for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with End User's own data, or otherwise in any service which is derived from the Reference Services. The Reference Services shall be requested by, and disclosed by End User only to End User's designated and authorized employees having a need to know and only to the extent necessary to enable End User to use the Reference Services in accordance to this Agreement. End User shall ensure that such designated and authorized employees shall not attempt to obtain any Reference Services on themselves, associates, or any other person except in the exercise of their official duties.
2. End User will maintain copies of all written authorization for a minimum of five (5) years from the date of inquiry.
3. With just cause, such as violation of the terms of the End User's contract or a legal requirement, or in material change in existing legal requirements that adversely affects the End User's Agreement, Reseller may, upon its election, discontinue serving the End User and cancel the Agreement immediately.

### **Entire agreement**

This End User Agreement constitutes the entire agreement between Client and NBIC

### **Waiver of Breach**

Any waiver of breach or default of any part of this Agreement does not serve as a waiver of any subsequent default or breach.

### **Jurisdiction**

This Agreement will be construed under the laws of the State of Kansas. Should a court find any part of this Agreement invalid, only that part shall be modified as needed to make it valid.

### **Authorized Representative**

NBIC requires this End User Agreement to be signed by an authorized representative of the Client prior to Client being given access to request or receive Consumer Reports from NBIC. No modifications may be made to this End User Agreement. This End User Agreement will be forwarded to the NBIC Compliance Manager for review and Client will not be granted the privilege of ordering or receiving Consumer Reports until approved. Under no circumstances will any changes to this Agreement or deviation from FCRA, Federal or State Law requirements be acceptable.

# NBIC

## Client Verification

The NBIC Client Verification Form is part of this Agreement and is included by reference herein.

### ACCEPTED BY:

Client: \_\_\_\_\_ DBA: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_



## Client Verification

Date: \_\_\_\_\_

**Thank you for choosing National Background Information Center. Please complete this Client Verification Form so that we may properly set up your account.**

Company Name: \_\_\_\_\_

DBA: \_\_\_\_\_

Corporation     Partnership     Sole Proprietorship     Limited Liability Company

Federal Tax ID# (SSN if Sole Proprietor) \_\_\_\_\_

State where organization papers are filed (if applicable) \_\_\_\_\_

Years in Business: \_\_\_\_\_ Nature of business: \_\_\_\_\_

Purpose for which consumer reports will be requested: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

**Web Site Address:** \_\_\_\_\_

**Main user contacts:**

Name/Title: \_\_\_\_\_ Tel and Ext: \_\_\_\_\_

Email: \_\_\_\_\_

Name/Title: \_\_\_\_\_ Tel and Ext: \_\_\_\_\_

Email: \_\_\_\_\_

**Bank Information:**

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Bank Phone Number \_\_\_\_\_ Contact \_\_\_\_\_

# NBIC

**Business/Financial References:** (Provide three references)

1. Business Name: \_\_\_\_\_ Bus. Phone: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_
2. Business Name: \_\_\_\_\_ Bus. Phone: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_
3. Business Name: \_\_\_\_\_ Bus. Phone: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_

**Please complete & sign the End User Agreement & complete Client Verification Form (pages 1 - 7).**

Fax completed documents to:  
**NBIC**  
**316-682-2255**



## **Appendix C to Part 601**

### **Prescribed Notice of User Responsibilities**

This appendix prescribes the content of the required notice.

#### **NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA**

The federal Fair Credit Reporting Act (FCRA) requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. This first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. The FCRA, 15 U.S.C. 1681-1681u, is set forth in full at the Federal Trade Commission's Internet web site (<http://www.ftc.gov>).

#### **I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS**

##### **A. Users Must Have a Permissible Purpose**

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 of the FCRA contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the

purpose of making unsolicited offers of credit or insurance. The particular obligations of users of this "prescreened" information are described in Section V below.

## **B. Users Must Provide Certifications**

Section 604(f) of the FCRA prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA (by a general or specific certification, as appropriate) the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

## **C. Users Must Notify Consumers When Adverse Actions Are Taken**

The term "adverse action" is defined very broadly by Section 603 of the FCRA. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact -- such as unfavorably changing credit or contract terms or conditions, denying or canceling credit or insurance, offering credit on less favorable terms than requested, or denying employment or promotion.

### **1. Adverse Actions Based on Information Obtained From a CRA**

If a user takes any type of adverse action that is based at least in part on information contained in a consumer report, the user is required by Section 615(a) of the FCRA to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.

A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.

A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer requests the report within 60 days.

A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

### **2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies**

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) of the FCRA requires that the user clearly and accurately disclose to the consumer his or her right to obtain disclosure of the nature of the information that was relied upon by making a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

### **3. Adverse Actions Based on Information Obtained From Affiliates**

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notification must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. (Information that is obtained directly from an affiliated entity relating solely to its transactions or experiences with the consumer, and information from a consumer report obtained from an affiliate are not covered by Section 615(b)(2).)

## **II. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES**

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.

Obtain prior written authorization from the consumer.

Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.

Before taking an adverse action, provide a copy of the report to the consumer as well as the summary of the consumer's rights. (The user should receive this summary from the CRA, because Section 604(b)(1)(B) of the FCRA requires CRAs to provide a copy of the summary with each consumer report obtained for employment purposes.)

## **III. OBLIGATIONS OF USERS OF INVESTIGATIVE CONSUMER REPORTS**

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 of the FCRA requires the following:

The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the

consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and must include the summary of consumer rights required by Section 609 of the FCRA. (The user should be able to obtain a copy of the notice of consumer rights from the CRA that provided the consumer report.)

The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.

Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation that was requested. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

#### **IV. OBLIGATIONS OF USERS OF CONSUMER REPORTS CONTAINING MEDICAL INFORMATION**

Section 604(g) of the FCRA prohibits consumer reporting agencies from providing consumer reports that contain medical information for employment purposes, or in connection with credit or insurance transactions, without the specific prior consent of the consumer who is the subject of the report. In the case of medical information being sought for employment purposes, the consumer must explicitly consent to the release of the medical information in addition to authorizing the obtaining of a consumer report generally.

#### **V. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS**

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(l), 604(c), 604(e), and 615(d) This practice is known as "prescreening" and typically involves obtaining a list of consumers from a CRA who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

Information contained in a consumer's CRA file was used in connection with the transaction.

The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.

Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.

The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. This statement must include the address and toll-free telephone number of the appropriate notification system.

## **VI. OBLIGATIONS OF RESELLERS**

Section 607(e) of the FCRA requires any person who obtains a consumer report for resale to take the following steps:

Disclose the identity of the end-user to the source CRA.  
Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.

Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:

- (1) the identity of all end-users;
- (2) certifications from all users of each purpose for which reports will be used; and
- (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

## **VII. LIABILITY FOR VIOLATIONS OF THE FCRA**

Failure to comply with the FCRA can result in state or federal enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619

*Para informacion en espanol, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006.*

### **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006.**

**You may have additional rights under Maine’s FCRA, Me. Rev. Stat. Ann. 10, Sec 1311 et seq.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identify theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer

reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:**

TYPE OF BUSINESS:	CONTACT:
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:</p>	<p>a. Bureau of Consumer Financial Protection 1700 G Street NW Washington, DC 20006</p> <p>b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement &amp; Proceedings Department of Transportation 400 Seventh Street SW Washington, DC 20590</p>
<p>4. Creditors Subject to Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 1925 K Street NW Washington, DC 20423</p>
<p>5. Creditors Subject to Packers and Stockyards Act</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 406 Third Street, SW, 8th Floor Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F St NE Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>FTC Regional Office for region in which the creditor operates <u>or</u> Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357</p>



## **Remedying the Effects of Identity Theft: Summary of Consumer Rights Under the Fair Credit Reporting Act**

You are receiving this information because you have notified a consumer reporting agency that you believe you are a victim of identity theft. Identity theft occurs when someone uses your name, Social Security number, date of birth, or other identifying information, without lawful authority, to commit fraud, such as opening a credit card account or obtaining a loan in your name. For more information, visit [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) and [www.ftc.gov/credit](http://www.ftc.gov/credit).

The Fair Credit Reporting Act (FCRA) governs the collection and use of information about you, including how you pay your bills. Consumer reporting agencies, such as credit bureaus, collect this information and provide it to your creditors and other persons who have a right to the information. In 2003, Congress amended the FCRA to give you specific rights when you are, or believe that you are, the victim of identity theft. These rights are intended to help you recover from identity theft.

Here's a brief overview of the FCRA rights, designed to help you deal with the problems that identity theft can cause:

- 1. You have the right to a free copy of your consumer report** if you believe it has inaccurate information due to fraud or identity theft. This report is in addition to the free report all consumers may obtain every twelve months under another provision of the FCRA. See [www.ftc.gov/credit](http://www.ftc.gov/credit).
  
- 2. You have the right to place a "fraud alert" on your consumer report** to let potential creditors and others know that you may be a victim of identity theft. A fraud alert can make it more difficult for someone to get credit in your name because it tells creditors to follow certain procedures to protect you. It also may delay your ability to obtain credit. You may place a fraud alert in your file by calling one of the three nationwide consumer reporting agencies. As soon as that agency processes your fraud alert, it will notify the other two, which then also must place fraud alerts on your credit report.
  - Equifax: 1-800-525-6285; [www.equifax.com](http://www.equifax.com)
  - Experian: 1-888-397-3742; [www.experian.com](http://www.experian.com)
  - TransUnion: 1-800-680-7289; [www.transunion.com](http://www.transunion.com)

An initial fraud alert stays in your file for 90 days and entitles you to a free copy of your consumer report. An extended alert stays in your file for seven years and entitles you to two free consumer reports in a 12-month period. The additional consumer reports may help you detect signs of fraud, like whether additional fraudulent accounts have been opened in your name or whether someone has reported a change in your address. A consumer reporting agency will require appropriate proof of your identity, which may include your Social Security number, to place either of these alerts on your report. In addition, you must provide an identity theft report -- a copy of a report filed by you with a federal, state, or local law enforcement agency-- to place an extended alert on your consumer report. Be sure to include as many details as you can, such as dates, account numbers, or any logical details, if known to you, that would help document the suspected fraud.

**3. You have the right to obtain documents relating to accounts opened in your name.** A creditor or other business must give you copies of applications and other business records relating to a transaction, or account in your name that you believe was the result of identity theft. The business may ask you for proof of your identity, a police report, and an affidavit before it gives you the documents.

**4. You have the right to obtain information from a debt collector.** If you ask, a debt collector must provide you with certain information about the debt you believe was incurred in your name by an identity thief – like the name of the creditor and the amount of the debt.

**5. You have the right to block information from your consumer report that relates to accounts an identity thief opened in your name.** An identity thief may run up bills in your name and not pay them. If that happens, information about the unpaid bills may appear on your consumer report. You can ask a consumer reporting agency to block this information from appearing on your consumer report. To do so, you must identify which information to block, and provide the consumer reporting agency with proof of your identity and a copy of the report you filed with law enforcement (the identity theft report). The consumer reporting agency can refuse or cancel your request for a block if, for example, you don't have the necessary supporting documentation, or where the block results from an error or a material misrepresentation of fact made by you. If the agency declines or rescinds the block, it must notify you. Once a debt resulting from identity theft has been blocked, a person or business with notice of the block may not sell, transfer, or place the debt for collection.

**6. You also may prevent businesses from reporting information to the consumer reporting agencies about an account in your name opened by an identity thief.** To do so, you must send a request to the address specified by the business that reports the information to the consumer reporting agency. The business will expect you to document that you are an identity theft victim. You may do so by submitting an identity theft report.

You can learn more about identity theft and how to undo the effects of this fraud at the FTC's identity theft website at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft).

In addition to the new rights and procedures to help consumers deal with the effects of identity theft, the FCRA has a host of other important protections. Described in more detail at [www.ftc.gov/credit](http://www.ftc.gov/credit), these include the right to dispute inaccurate information with a consumer reporting agency; the right to have inaccurate information deleted from your consumer report; the right to know your credit score; the right to a free consumer report every year; and the right to receive additional free consumer reports when appropriate.

You will receive a summary of these rights from a consumer reporting agency every time you receive a consumer report.