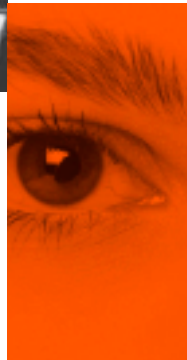




# Policy Guide



0844 871 5401

Powered by  
**experian**<sup>®</sup>

# Welcome to identitycare



As an identitycare policyholder you can enjoy peace of mind knowing that your identity is being safeguarded against the impact of theft. This guide is designed to help you get the most from your identitycare cover as well as providing you with the terms and conditions of cover. Please review this guide carefully and keep it in a safe place.

CIFAS, the UK's Fraud Protection Service, reports that identity theft is one of the fastest growing frauds in the UK. It can happen to anyone. With so much personal information now available, it makes sense to do all you can to protect yourself. For more information on identity theft and hints and tips on how to protect your identity, visit our website [www.identitycare.co.uk](http://www.identitycare.co.uk)

As an identitycare policyholder, you have taken the first step to protect yourself in the unfortunate event that you become the victim of identity theft. Identitycare could save you thousands of pounds and countless hours of frustration and worry. Experian®, reports that it takes on average 467 days to discover you have become a victim of identity fraud and up to 400 hours to put things right.

If you have any queries regarding your identitycare policy call us on

**0844 871 5401**

## Policy summary

This is a summary of the identitycare insurance policy. Please note this policy summary does not contain the full terms and conditions of your policy. This can be found on pages 11 to 17 of this document. Your insurance is underwritten by St Andrew's Insurance plc.

## Summary of cover

identitycare provides cover against financial loss incurred as a result of identity theft and assistance services. The main benefits of your policy are:

- **Fraud Cover:** We will pay up to £25,000 in aggregate in any consecutive 12 month period, in the event that you are held legally responsible for fraud arising out of the use of your personal information e.g. name, address, National Insurance number, driving licence details, for the purpose of applying for and obtaining credit card based, debit card based or charge card based accounts.
- **Legal Costs and Expenses Cover:** We will pay up to £25,000 in aggregate in any consecutive 12 month period, in the event that you are a victim of identity theft, to cover the reasonable and necessary costs, including any associated legal expenses and the cost of time spent assisting you with rectifying your credit file (on a standard basis). We will also pay costs incurred by opponents in civil cases if you have been ordered to pay them.
- **Living Expenses:** We will pay up to a maximum amount of £1,000 in any consecutive 12 month period, if during the period after a valid claim you are unable to access a bank or any other monies held for you or to obtain credit from existing or replacements funds.

## Significant exclusions

1. Any claim reported more than 30 days after the date the insured incident is known about or should have reasonably been discovered.
2. Any legal costs and expenses incurred before we have agreed to pay them.
3. Any claim for fraud, which arises from the use of your identity in an application for, and the obtaining of, a non-card based financial account.
4. Any out-of-pocket expenses incurred or time spent by you, including loss of earnings or income, in relation to a potential action or insured incident.

For further details of exclusions and conditions, please refer to pages 11 to 17.

## Insurance term

The policy will cover you provided that you keep paying your payments. Your cover will terminate at the earliest of the following: your death, non-payment of the payment, the date you or we cancel this cover.

## How to make a claim

Please call us on 0844 871 5401. See page 14 for further details.

## How to complain

Complaints relating to this policy should be referred to St Andrew's Insurance plc by writing to the Customer Services Manager at PO Box 588, Walton on Thames, KT12 9EL, who will investigate your complaint on behalf of the insurer. Alternatively you can telephone us on 0844 871 5401. If this does not resolve the matter, short of court action, you may approach the Financial Ombudsman Service who will undertake an independent and impartial review of your complaint. The address and telephone number is Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR Telephone 0845 080 1800.

## How to cancel

You have a statutory right to cancel your cover within 14 days of receiving your policy, however, under the terms and conditions of your identitycare Policy we will allow you to cancel your cover within 30 days of receiving your policy. You will receive a full refund of any payment you have paid provided that you have not made a claim. If you have made a claim then we will be entitled to retain an amount of the payment, which represents the amount of time that you have been covered by the Policy.

If you do not cancel your cover within 30 days, your cover will continue for the remaining period but if you subsequently cancel your cover you will not be entitled to a refund of the payment. If you want to cancel your cover, please write to PO Box 588, Walton on Thames, KT12 9EL, or telephone 0844 871 5401.

### Financial Services Compensation Scheme (FSCS)

The FSCS may assist you if we were, in some circumstances, unable to meet our liability to you. For claims against insurance firms, the first £2,000 of an insurance claim or policy is covered in full, plus 90% of the balance. For further details please contact the FSCS on 020 7892 7300 or [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

# Benefits of your identitycare policy

## Your identitycare policy provides you with the following benefits:

**Unlimited access to your credit report** – access to your easy to understand credit report. This is one of the most important records kept about you. It is used by banks, employers, credit card companies and lenders more than any other type of report to make decisions about your financial status. For immediate secure access to your report please visit our website [www.identitycare.co.uk](http://www.identitycare.co.uk). Go to the Member's Area and enter your Policy Number and the password included on your welcome letter.

**Credit monitoring service** – your early warning system. Your credit report will be monitored by Experian® the UK's largest credit reference agency. You will receive monthly email alerts when there is a significant change to your credit report, and even if there is no activity, Experian® will send a quarterly update to confirm that they are still monitoring your credit report.

**Unlimited access to the identitycare customer service centre** – The identitycare customer service team is available 24 hours a day, 7 days a week to provide you with help and advice. Call 0844 871 5401.

**Up to £25,000 towards your legal expenses\***. Anyone can become a victim of identity theft at any time. The costs of resolving the problems created, in terms of time, effort and money, can be substantial. You can rest easy knowing that you are covered for up to £25,000 of legal expenses. The appointed advisor will help to resolve things as quickly and painlessly as possible.

**Up to £25,000 towards cover for fraud\***. If you become the victim of identity theft and fraudsters open new accounts in your name, your identitycare policy can cover up to £25,000 of fraud incurred on new credit cards, debit cards, charge cards or related bank accounts, that you may be held liable for as a result of identity theft, unless you have been negligent.

**Up to £1,000 emergency cash\***. If you are unable to access your credit card and bank accounts, emergency cash can be made available to cover your living expenses.

**Credit report correction service\***. Additional advice and assistance is provided under your legal expenses cover to correct your credit file with credit reference agencies and credit providers.

\* Conditions apply to your insurance cover. Please refer to the terms and conditions of cover on page 11.

# Your credit report

Your credit report is one of the most important credit history records kept about you. Banks, employers, credit card companies and lenders use it more than any other type of data to make decisions about your financial status. Therefore, it is extremely important that you make sure that every detail is correct.

Your credit report is made up of two parts:

- Public data; and
- Private data

Your public data is compiled by credit reference agencies from information that is already in the public domain. This includes information relating to:

- Electoral role
- Bankruptcy
- Insolvency
- County Court Judgements (CCJs)
- Decrees

Public data can be seen by anyone, with or without your permission. The types of companies who might use this information include landlords, employers, cable TV, mobile phone and mail order companies.

Your private data is compiled by credit reference agencies from financial information provided to them by banks, credit card companies and other credit providers. This includes:

- Credit limits
- Outstanding credit card balances
- Loans and hire purchase balances
- Your repayment history

More than 200 of the UK's largest lenders access this information to make decisions about your credit status. Even though all lenders access the same information, it is important to remember that each of them uses different criteria to make a decision on whether to offer you a loan, credit card, bank overdraft, mortgage etc.

## Unlimited access to your credit report

The easiest way to find out if your identity has already been compromised is to check your credit report.

To access your credit report at any time, go to the Member's Area of our website [www.identitycare.co.uk](http://www.identitycare.co.uk). Enter your policy number and the password included on your welcome letter.

Once you have reviewed your credit report you should make sure that every detail is correct.

Enter your Policy Number and if you have any queries regarding your credit report, please call us on 0844 871 5401.

## Credit monitoring service

To activate your credit monitoring service, visit the Member's Area of our website [www.identitycare.co.uk](http://www.identitycare.co.uk) and enter your Policy Number and password.

Once your credit monitoring service has been activated, Experian will monitor significant changes made on your credit report. They will advise you of any changes to your credit report – searches, enquiries, newly opened accounts, late payments, new court or insolvency actions.

### Why is this important to you?

Your credit report is constantly changing. Electoral roll information can be revised annually or monthly. Updated account history is supplied monthly by lenders. New searches and fraud warnings can be added daily. Court and insolvency actions are added weekly. Information is automatically deleted from your credit report when it is considered to be too old.

Tracking changes to your credit report can alert you to possible fraudulent use of your personal information and if acted upon quickly, can reduce the impact of identity theft. You should always query any unrecognised activity on your credit report. This is an important benefit of identitycare.

In addition, ensuring your credit report is correct and being maintained in the best possible condition can ensure that you are not unexpectedly embarrassed by having a credit application declined.

### What should I do if I receive an update telling me there is any significant change on my Experian credit report?

1. Go to [www.identitycare.co.uk](http://www.identitycare.co.uk) and go to the Member's Area.
2. Check your credit report for details of the activity.
3. If you do not recognise the activity, or cannot access your credit report online, call identitycare on 0844 871 5401 for immediate assistance.

Even if there hasn't been a change to your credit report, Experian will send you an update every 3 months to let you know nothing has changed.

# How to recognise identity theft

Recognising the warning signs can help to minimise the financial and emotional impact of identity theft.

Are there unrecognised accounts on your credit report? Ensure that all of the information is correct. Query any unrecognised accounts or activity immediately. Check the detail on your credit report at least once a quarter.

Are there unrecognised transactions on your statements and bills? Ensure that you recognise all of the transactions on your credit card and bank statements. If possible check the receipts. Query any unrecognised transactions immediately with the card issuer or bank.

Has your post been late or gone missing? Keep a diary note of when your credit card bills and bank statements usually arrive so that you can quickly identify any unusual changes or delays. If you are concerned about changes or delays to your post, check with the Royal Mail. Make sure a redirection has not been set up or changed without your knowledge.

Have you received unexpected bills or statements? If you receive bills or statements that are addressed to you, but you know they don't belong to you, contact the company immediately and inform them that there may be a problem.

Have you been declined for credit? If you are unexpectedly declined for credit, check your report by going to the Member's Area of our website [www.identitycare.co.uk](http://www.identitycare.co.uk)

Be particularly alert for signs of identity theft in the following circumstances and check your credit report more frequently:

- Missing documents. If any of your important documents go missing or are stolen e.g. driving licence, passport, birth certificate, credit card statements etc., make sure you report the loss immediately to the issuer and to the police.
- Moving house. If you move house, redirect your mail for at least one year and ensure that you inform all banks, building societies, credit card companies etc., as soon as possible. Be particularly wary of undue delays to your mail. Check with Royal Mail for any changes to redirection notices.
- Bereavement. Criminals often target the recently deceased. Relatives may not be aware of all the financial relationships a loved one had. Ensure you notify all government departments and financial institutions of the death of a loved one as soon as possible. The death can also be registered on the Bereavement Register at [www.the-bereavement-register.org.uk](http://www.the-bereavement-register.org.uk)

## What to do if you suspect you are the victim of identity theft?

Contact identitycare on 0844 871 5401 and one of our team members will assist you.

We will talk you through your immediate concerns, work with you to sort out the nature of the problem and advise you about what should be done next.

Where identity theft has occurred, our customer service team will advise you on how to make a claim. Once approved, your claim will be assigned to a dedicated advisor who will handle all matters on your behalf. Remember, if this dreadful situation ever happens to you, you have peace of mind knowing your identitycare policy will reduce the impact by covering your legal costs and providing a specialist advisor to help put things right and clear your name.

# Policy document

These terms and conditions do not affect **Your** statutory rights.

**We** set out below the extent and terms of **Your** insurance cover, subject to the conditions and exclusions shown. **We** want **You** to be satisfied with, and to understand **Your** policy.

Please be sure to read **Your** policy, so that **You** know exactly what is and what is not covered.

It is particularly important that **You** read **Your** schedule as well as these Terms and Conditions.

## The insurance contract

This policy sets out the cover that the **Underwriter** will provide as long as **You** have paid for **Your** policy. **Your** policy is made up of two parts, the policy wording and the schedule, which make one document and must be read together. The contract is based on information **You** gave **Us** when **You** applied for this insurance and information subsequently provided by **You** to **Us**.

### Your schedule

**Your** schedule is set out on **Your** welcome letter. It shows important details including **Your** home address and **Your** policy type.

### The policy wording

The policy wording tells **You** what is and what is not covered, how to make a claim and also provides other important information. This policy is subject to change from time to time. Any change will be notified to **You** in writing or by e-mail at least 28 days in advance.

Our part of the contract is that **We**, on behalf of the **Underwriter**, will arrange the cover set out in this policy wording and on **Your** schedule. **Your** part of the contract is that **You** will pay for **Your** policy for each **Policy Period**, and that **You** will comply with all of the conditions set out in this policy. If **You** do not meet **Your** part of the contract the **Underwriter** may refuse to pay a claim and/or cancel **Your** cover. The cover will be reflective of the **Payment** made and will be automatically renewed for the appropriate policy period, providing **Payment** is made and accepted by the **Underwriter**.

**Your** identitycare plan is arranged by **Us**, STAMS Limited. **We** act as agents for the **Underwriter**. **We** have arranged with the **Underwriter** that, instead of receiving commission, **We** will collect **Our** fees, for providing services to **You**, direct from **Your** payment. This means that **You** have a contract with both **Us** and the **Underwriter**. These arrangements do not affect the amount **You** pay for cover or the service that **You** will receive.

# Words with special meanings

“Appointed Solicitor”	the solicitor or firm of solicitors or other appropriately qualified person, firm or company or legal representative appointed by the <b>Claims Department</b> under the Conditions of the policy to act for <b>You</b> ;
“Claims Department”	our claims department or such other claims service provided by a third party which we may appoint to manage and control claims on our behalf;
“Date of Occurrence”	the date of the event which may lead to a claim. If there is more than one event arising at different times from the same cause, the date of occurrence is the date of the first of these events. For criminal cases, the date of occurrence is when <b>You</b> began, or are alleged to have begun, to break the criminal law in question;
“Experian®”	Experian® Limited: (registered company number 653331) whose registered office is at Talbot House, Talbot Street, Nottingham, NG80 1TH is a credit reference agency;
“Fee”	means the difference between the <b>Premium</b> and the total you must pay and constitutes <b>Our</b> fee for providing services connected with this policy to <b>You</b> ;
“Fraud Cover”	cover for fraud arising from an <b>Insured Incident</b> for which <b>You</b> are held legally responsible due to the fraudulent use of <b>Your Identifiers</b> for the purpose of applying for and obtaining credit card based, debit card based or charge card based accounts;
“Identifiers”	any personal information including name, address, National Insurance number, driving licence details, passports, birth certificate, PIN numbers, passwords, credit card numbers, electoral roll data and credit file data however held and whether or not machine-only readable;
“Insured Incident”	the unauthorised use by any person or persons of any or all of <b>Your Identifiers</b> for which <b>You</b> are covered under this policy;
“Legal Costs and Expenses”	the reasonable and necessary costs, including any associated legal expenses, and the cost of time spent assisting <b>You</b> with rectifying <b>Your</b> credit file, chargeable by the <b>Appointed Solicitor</b> on a standard basis. Also, the costs incurred by opponents in civil cases if <b>You</b> have been ordered to pay them, or pay them with the agreement of the <b>Claims Department</b> ;
“Living Expenses”	essential expenses that occur as a result of day to day living, e.g. petrol and food, during any period after a valid claim in which the <b>Claims Department</b> is reasonably satisfied <b>You</b> are unable to access bank accounts or any other monies held for <b>You</b> or to obtain credit from existing or replacement funds;

<b>"Payment"</b>	the total of the <b>Premium</b> and the <b>Fee</b> that you must pay;
<b>"Policy Period"</b>	the period for which the <b>Underwriter</b> has agreed to cover <b>You</b> and for which <b>You</b> have made the <b>Payment</b> ;
<b>"Premium"</b>	40p per month or £4.80 per annum or any other amount that we agree with you from time to time plus Insurance Premium Tax at the rate of 5% or any other rate set by Government that we notify to you;
<b>"Prospect of Success"</b>	<b>Claims Departments</b> opinion as to whether the action arising out of an <b>Insured Incident</b> has a reasonable chance of being successful;
<b>"Protective Registration"</b>	a CIFAS warning that will be placed against <b>Your</b> address which indicates that <b>You</b> have been recorded on the CIFAS database at <b>Your</b> own request for <b>Your</b> protection;
<b>"Territorial Limit"</b>	the United Kingdom of Great Britain and Northern Ireland;
<b>"Underwriter"</b>	St Andrew's Insurance plc, whose registered office is 33 Old Broad Street, London, England, EC2N 1HZ, registered number 3104671, or other such UK authorised insurer as <b>We</b> may from time to time appoint for all or part of the policy;
<b>"We, Us, Our"</b>	STAMS Limited whose head office is at Hersham Place, 41-61 Molesey Road, Hersham, Walton on Thames, KT12 4RS (acting as agent for the <b>Underwriter</b> );
<b>"Working days"</b>	any day, excluding a Saturday, Sunday or public holiday in England and Wales, on which banks generally in the city of London are open for the transaction of normal banking business;
<b>"You, Your"</b>	a UK resident who is listed in the Schedule as insured under this policy and is aged 18 years or over.

# 1. Policy conditions

## a) Conditions of insurance

These are the conditions of insurance.

1. **We** and the **Underwriter** agree to provide the insurance and services in this policy as long as the **Payment** has been made.
2. The **Date of Occurrence** of the **Insured Incident** must be during the **Policy Period** and within the **Territorial Limit** and any legal proceedings must be dealt with by a court, or other body which the **Claims Department** agree to, in the **Territorial Limit**.
3. For all **Insured Incidents**, the **Claims Department** will help in appealing or defending an appeal as long as **You** tell the **Claims Department** within the time limits allowed that **You** want the **Claims Department** to appeal. Before the **Underwriter** pays the costs and expenses for appeals, the **Claims Department** must always agree that it has a **Prospect of Success**.
4. The **Underwriter** will only pay the **Legal Costs and Expenses** charged by an **Appointed Solicitor**.
5. The most the **Underwriter** will pay for all claims resulting from one or more events arising at the same time or from the same cause is £51,000 subject to a maximum of £51,000 in aggregate arising out of any number of **Insured Incidents** in any consecutive 12 month period.
6. If an **Appointed Solicitor** refuses to continue acting for **You**, or if an **Insured Person** dismisses an **Appointed Solicitor**, the cover the **Underwriter** provides will end at once, unless the **Claims Department** agree to appoint another solicitor.
7. The **Underwriter** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
8. **Your** rights under this policy may not be assigned without **Our** prior written consent.
9. The **Claims Department** may at the **Underwriter's** own expense take proceedings in **Your** name to recover compensation or to secure an indemnity from any third party in respect of any monies paid under this policy and any amount so recovered or secured shall belong to the **Underwriter**.
10. **You** are free to choose a legal representative (by sending the **Claims Department** a suitably qualified person's name and address) if:
  - (i) the **Claims Department** agree to start court proceedings and it becomes necessary for a lawyer to represent **Your** interests in those proceedings; or
  - (ii) there is a conflict of interest which prevents the **Appointed Solicitor** from acting for **You**.

The **Claims Department** may choose not to accept **Your** choice of legal representative, but only in exceptional circumstances. If there is a disagreement over the choice of representative in these circumstances, **You** may choose another suitably qualified person.

11. If **You** stop a claim without the **Claims Department's** agreement or do not give suitable instructions or permissions to an **Appointed Solicitor**, the cover the **Underwriter** provides will end at once.
12. If the **Claims Department** and **You** disagree about the choice of **Appointed Solicitor**, or about the handling of a claim, the **Claims Department** and **You** may agree in writing to appoint another suitably qualified person to decide the matter. If the **Claims Department** cannot agree with **You** about the choice of the second person, the **Claims Department** will ask the President of a relevant national Law Society to choose a suitably qualified person. Whoever loses the disagreement will have to pay the costs of settling it.
13. **We** reserve the right to improve, change, remove, vary and substitute policy benefits or the **Fee** from time to time. This may include the contents of credit reports, the suppliers of information and any other aspect of plan services. **You** will be informed in writing of any significant changes 28 days in advance and if **You** do not wish to continue **You** may cancel **Your** plan as set out below.

14. The **Underwriter** can cancel or amend this policy at any time as long as the **Underwriter** gives 28 days written notice to **You** at **Your** last known address. **You** can cancel this policy at any time. Please refer to **Your** Rights to Cancel section at paragraph 3(c) below for details. This policy will automatically renew each Policy Period unless either party cancels the policy under the terms of the policy or the **Payment** has not been made for two consecutive Policy Periods. All conditions of this policy will continue to apply to any existing claims.
15. For security and training purposes **You** agree that **Our** business partners, associates, agents and **We** may record and monitor telephone calls from **You**. **You** agree to advise **Us** promptly of any change of name or address.
16. **You** acknowledge that **We** may at any time suspend plan benefits or terminate **Your** plan immediately for non payment or misuse of plan benefits.
17. If any of the provisions of this policy shall become invalid or unenforceable, the remaining provisions shall not be affected.
18. No third party shall have any right to enforce any term of this policy by reason only of the Contract (Rights of Third Parties) Act 1999.
19. Every notice under this policy must be given in writing. Notice to **Us** must be to **Our** head office and to **You** at **Your** last known address.

## b) Your responsibilities

You must:

1. Keep to the terms and conditions of this policy, try to prevent anything happening that may cause a claim, including taking reasonable care of **Your Identifiers** and take reasonable steps to keep any amount the **Underwriter** pays as low as possible;
2. Report any incident which may give rise to a claim including theft or loss of any documents or materials which may contain an **Identifier** to **Us** and to the police and any other relevant authority as soon as possible after becoming aware of such incident;
3. Give the **Claims Department** any information and materials the **Claims Department** may need including evidence of identity and provide the **Claims Department** and the **Appointed Solicitor** with all necessary permissions to gain access to **Your** personal information which the **Claims Department** or the **Appointed Solicitor** may reasonably require;
4. Co-operate fully with the **Claims Department** and with the **Appointed Solicitor** and must keep the **Claims Department** up to date with the progress of the claim. **You** must give the **Appointed Solicitor** any instructions that the **Claims Department** asks for;
5. Always act in good faith with the **Claims Department** and the **Appointed Solicitor**, not withdraw from any action relating to an **Insured Incident** without prior agreement of the **Claims Department**. In the event of a withdrawal, **Legal Costs and Expenses** become **Your** responsibility, and the **Claims Department** will be entitled to be reimbursed by **You** for any **Legal Costs and Expenses** paid or incurred during the course of the action relating to an **Insured Incident** including any **Legal Costs and Expenses** incurred as a result of **Your** withdrawal;
6. Tell the **Claims Department** if anyone offers to settle a claim or an action relating to an **Insured Incident**. If **You** do not accept an offer to settle an action relating to an **Insured Incident** which in the **Claims Department's** opinion is a reasonable offer, the **Underwriter** may refuse to pay further **Legal Costs and Expenses**. **You** must not negotiate or agree to settle a claim or an action relating to an **Insured Incident** without the **Claims Department's** approval. The **Underwriter** may decide to pay **You** the amount of damages **You** are claiming instead of indemnifying **You** in respect of any commencing or continuing legal proceedings; and
7. If the **Claims Department** asks, instruct the **Appointed Solicitor** to have **Legal Costs and Expenses** taxed, assessed or audited. **You** must take every step to recover **Legal Costs and Expenses** that the **Underwriter** has to pay and **You** must pay the **Underwriter** any **Legal Costs and Expenses** that are recovered by **You**.

## 2. The cover

This part of the policy sets out the cover the **Underwriter** will provide.

### a) What is covered?

- **Fraud Cover** arising from an **Insured Incident**;
- **Legal Costs and Expenses** cover in connection with any and all **Insured Incidents**;
- **Living Expenses** during any period after **You** have made a valid claim in which the **Underwriter** is reasonably satisfied that **You** are unable to access bank accounts or other monies held for **You** or to obtain credit from existing or replacement funds.

### b) Extent of cover

- **Fraud Cover** up to £25,000 in aggregate arising out of any number of **Insured Incidents** in any consecutive 12 month period.
- **Legal Costs and Expenses** Cover up to £25,000 in aggregate arising out of any number of **Insured Incidents** in any consecutive 12 month period.
- **Living Expenses** up to £1,000 in connection with a single claim and up to a maximum amount of £1,000 in any consecutive 12 month period.

### c) What is not covered?

1. Any claim which in the opinion of the **Claims Department** does not have a reasonable **Prospect of Success**.
2. Any claim reported to us more than 30 days after the date **You** knew about or should reasonably have discovered the **Insured Incident**.
3. Any **Legal Costs and Expenses** that are incurred before the **Claims Department** has agreed to pay them.
4. Any claim arising from any criminal act or omission by **You** or by **Your** failure to take reasonable care of any **Identifier**.
5. Fines, penalties, compensation or damages that **You** are ordered to pay by a court or other authority.
6. Any disagreement with the **Claims Department** that is not expressly covered under policy condition 12 (at paragraph 1(a)(12) above).
7. Any legal action **You** take which the **Claims Department** or the **Appointed Solicitor** have not agreed to or where **You** do anything that hinders the **Claims Department** or the **Appointed Solicitor**.
8. Any **Legal Costs and Expenses** which arise as a result of the **Your** failure to comply with an order of the court or a pre-action protocol.
9. Any increased **Legal Costs and Expenses** arising from any significant delay or other significant default by **You** which in the **Claims Department's** reasonable opinion affects the outcome of any action relating to an **Insured Incident**.
10. Any appeals by **You** or another person or persons unless the **Claims Department** is notified in writing by **You** and the **Claims Department** believe that there are reasonable **Prospects of Success** for such an appeal or for defending such an appeal.
11. Any claim where any condition of this policy has been or is breached by **You**.
12. Any out of pocket expenses **You** incur or any time **You** expend (including any loss of earning or income whether direct or indirect) in relation to a claim or **Insured Incident**.
13. Any claim which arises out of the use of any intellectual property rights including trade mark, copyright or design right or the nature of which relates to the law of "passing off".
14. Any other matters including direct, indirect or consequential losses suffered by **You** as a result of an **Insured Incident** not specified in this policy, including loss of monies from a bank or other account, the theft of any monies or accommodation and transport costs and the cost of replacing any **Identifier**.
15. An application for judicial review.

## 3. Using your policy

### a) How to make a claim

1. Contact STAMS Limited on 0844 871 5401 promptly and within 30 calendar days of the date **You** knew about or should reasonably have discovered the **Insured Incident**, quoting **Your** policy number. **You** will be required to describe what has happened. Telephone calls may be recorded to assist with training and for quality control purposes.
2. Following the outcome of this discussion, **Your** call may be transferred to the identity theft resolution team to initiate an investigation.
3. Should **Your** situation require it, the identity theft resolution team will contact you directly and request additional information in order to pursue their investigation.
4. Should **Your** situation require the intervention of a legally qualified individual, the **Claims Department** will arrange for an **Appointed Solicitor** to be assigned to **Your** case within 5 working days of the **Claims Department's** decision to provide legal intervention.
5. The **Appointed Solicitor** will make contact with **You** within 5 working days from the date that the **Appointed Solicitor** is assigned to **You** and will liaise directly with **You** from thereon.
6. If required, **You** agree to instruct the identity theft resolution team to pass all information they have gathered as a result of their investigation to the **Appointed Solicitor** in order for the **Appointed Solicitor** to represent you.

### b) Complaints procedure

Customer Care – **We** set high standards and seek to provide levels of service that **We** believe **You** have the right to expect. However, things can go wrong and if they do, **We** want **You** to tell **Us** about them. Please write in the first instance to the Customer Services Manager at PO Box 588, Walton on Thames, KT12 9EL, who will investigate your complaint on behalf of the insurer. Alternatively you can telephone us on 0844 871 5401.

If this does not resolve the matter, short of court action, **You** have the right to refer to the Financial Ombudsman Service (FOS), which is authorised to consider most complaints and will undertake an independent review of **Your** complaint. The Ombudsman can be contacted at Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, telephone number 0844 871 5401, or the Ombudsman website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The **Underwriter** is authorised and regulated by the Financial Services Authority.

### c) Your rights to cancel

**You** have a statutory right to cancel **Your** cover within 14 days of receiving this policy. However, under the terms and conditions of **Your** identitycare Plan Policy, **We** will allow **You** to cancel **Your** cover within 30 days of receiving this policy. **You** will receive a full refund of any **Payment You** have paid provided that **You** have not made a claim. If **You** have made a claim then **We** will be entitled to retain an amount of **Payment** which represents the amount of time that **You** have been covered by the **Policy**. If **You** cancel **Your** cover after 30 days **You** will not be entitled to a refund of **Payment**. If **You** wish to cancel **Your** cover, please write to PO Box 588, Walton on Thames, KT12 9EL or telephone 0844 871 5401.

### d) Benefits that are ancillary

As an ancillary benefit to **Your** identitycare Plan and to further **Your** ability to make maximum use of **Your** insurance protection **You** can obtain through identitycare, at no additional cost to **You**, a credit report. **You** can also make use of the plan's credit monitoring to help **You** stay informed and help **You** to respond quickly should **You** spot suspicious activity in **Your** file revealing a potential **Insured Incident**. **You** can also benefit from the credit rectification service, to provide support and assist **You** to rectify **Your** credit file with credit reference agencies.

## 4. Use and availability of information and services

**You** agree that **You** will not use any of the information provided to **You** from **Your** use of **Our** services as the sole basis for any decision **You** may make. **We** have no control over the information and data provided by third parties as part of **Your** plan benefits, such as credit report information. **We** take no responsibility for the contents of a credit report, its completeness or its usefulness.

All credit reports and credit alerts (“the Credit Information”) delivered to **You** belong to **Experian®** or its licensors. **You** may display the Credit Information on a computer screen or take reasonable copies of the Credit Information or store the Credit Information in electronic form on a computer provided that the Credit Information is always used for **Your** own personal and non-commercial purposes.

3. **Experian®** shall provide **You** with credit alerts if any of the following categories should change:
  - Addition or deletion of credit account;
  - A change in the payment history of a credit account;
  - Addition or deletion of Court Judgments;
  - A search made of **Your** credit report;
4. **We** depend upon providers to provide information to **Us** on demand. This means that when any of these are unable to provide information to **Us**, **We** are not able to continue to provide an immediate service to **You**. **We** will always use **Our** reasonable efforts to supply information but **We** can give no assurance on the continuing availability of any or all of the services.
5. **You** agree that **You** will not use the information provided by **Us** in any way that might be detrimental to **Us**, or to **Our** providers.
6. Security devices have been installed and procedures are followed that are designed to prevent unlawful access to information. From time to time **We** may have to temporarily suspend access to the services to enable **Us** to protect this information.

## 5. Limitations on liability and miscellaneous provisions

1. Save for any liability to **You** in respect of any personal injury or death or for any other matter which it would be illegal, unreasonable or unfair in law for **Us** to exclude or limit or attempt to exclude or limit **Our** liability, **You** agree that:
  - (i) **Our** total liability for any breach of this contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising in connection with the performance of this policy shall be limited to the greater of the amount of the annual **Payment** made by **You** or the proceeds of the insurance cover available to **Us** in respect of such liability; and
  - (ii) **We** will not be held liable to **You** for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise in connection with the performance of the **Policy**.

The limitations contained in this paragraph 5 shall apply only to the extent permitted by the applicable law which governs this policy. If any provision of this policy shall be held to be illegal, invalid or unenforceable in whole or in part, such provision or part shall (to such extent as required) be deemed not to form part of this policy but the legality, validity and enforceability of the remaining provisions of the policy shall not be affected.

**We** will endeavour to provide **You** with access to all plan benefits but it is possible that for reasons beyond **Our** control some or all of the benefits may not always be available. **We** shall not be liable to **You** if **We** are unable to perform any of **Our** obligations due directly or indirectly to any cause outside of **Our** control or that of any of **Our** suppliers.

**You** acknowledge and understand that there is always a remote possibility that criminal actions may result in unauthorised access to credit reports. **We** take no responsibility if confidential information is unlawfully intercepted, hacked or stolen and subsequently disclosed. **You** agree that **You** will not distribute or make available any information supplied by **Us** to any third party. If **You** become aware of any unauthorised use of **Our** services, **You** agree to inform **Us** immediately in order that steps may be taken to protect confidential information.

**We** may give general advice on matters relating to credit information and in particular advice and assistance on how to fix errors found on credit files. This advice is given based on information available to us at that time and **We** can give no warranty that this advice is correct in every detail and that all errors will be successfully removed, as **We** may not know all the facts and amendments to information databases are always at the discretion of the ultimate owner, and not **Us**.

**You** agree without reservation that information about **Your** use of **Our** services may be provided by **Us** or **Our** providers to any regulatory body or authority including, without limitation, the Financial Services Authority, the Office of the Information Commissioner, the Office of Fair Trading and the police. **We** may also be required to reveal information about **You** or **Your** credit files under compulsion of law, regulatory authority, court order or by agreement of **You** and **Us**.

These policy terms contain the entire agreement between **You** and **Us** and all representations (other than for fraudulent misrepresentations or any representation which, and to the extent that, it would be unreasonable or unfair in law to exclude), inducements, promises or agreements concerning **Your** plan **Payment** that are not set out in this policy shall not be effective or enforceable unless otherwise previously agreed in writing and signed by **You** and **Us**. **You** acknowledge that **You** have not relied on any representation or undertaking, whether oral or in writing, save such as are expressly incorporated within these policy terms.

This policy will be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

# Data protection notice

- STAMS Limited and its business partners and the **Underwriter** will use **Your** information for insurance, administration, underwriting, statistical analysis, claims handling, research, customer services and to undertake home visits to discuss the claim. **We** will disclose **Your** information to **Our** service providers, agents and business partners for these purposes.
- In the event of a claim any information provided, whether over the telephone or on the claim form or otherwise may be put onto a register of claims through which insurers share information to prevent fraudulent claims. A list of participants and the name and the address of the operator are available on request. The **Underwriter** may also disclose **Your** information to their agents and other insurers to investigate or prevent fraud.
- **Experian®** is a licensed credit reference agency and a business partner of STAMS Limited for identitycare. The credit reference agency will provide **Your** credit file to **You** and will advise on its contents when requested by **You**.
- STAMS Limited may share **Your** information with organisations who are **Our** business partners. **Our** business partners may contact **You** by mail, telephone, fax, e-mail or other reasonable method to let **You** know about any services which may be of interest to **You**. If **You** do not want **Your** details to be used for marketing please write to PO Box 588, Walton on Thames, KT12 9EL.
- **You** have a right to ask for a copy of **Your** information (for which **We** charge a small fee) and to correct any inaccuracies. To make sure **We** follow **Your** instructions correctly and to improve **Our** service to **You** through training **Our** staff, **We** may monitor or record communications.

If **Your Identifiers** have been stolen or misappropriated, **You** may request that **We** file a **Protective Registration** on **Your** behalf. If **You** instruct us to file a **Protective Registration**, **Your** details will be used in the following way:

- 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.
- We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- If **You** wish to receive details of the fraud prevention agency with whom **We** record information about **You**, write to **Us** at PO Box 588, Walton on Thames, KT12 9EL. **You** have a legal right to these details.



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[www.identitycare.co.uk](http://www.identitycare.co.uk)

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