Capital One CreditWise Terms & Conditions

1. About us

1.1. Capital One (Europe) plc is a public limited company registered in England and Wales under company number 3879023. In these terms and conditions, "we", "us" and "our" refers to Capital One (Europe) plc. Our registered office is at Trent House, Station Street, Nottingham, NG2 3HX. We are authorised and regulated by the Financial Conduct Authority with reference number 204440. Our registered VAT number is 690 6861 01.

2. CreditWise website

2.1. These terms and conditions are the terms on which we supply the CreditWise services to you via the website at creditwise.capitalone.co.uk (referred to below as the “site”). The CreditWise services are described in paragraph 5 of these terms and conditions.

2.2. Please read these terms and conditions carefully before you sign up for CreditWise. These terms tell you who we are, how the CreditWise services are provided to you, how the contract may be changed or ended, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us (see paragraph 14 for contact details).

2.3. By signing up for CreditWise, you are entering into a contract with us on these terms and conditions. We recommend that you print a copy of these terms for future reference.

3. Privacy and Cookies Policies

3.1. These terms refer to the following additional terms, which also apply to your use of the site:

3.1.1. The Privacy Policy (including the Cookie Policy), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the site, you consent to such processing and you warrant that all data provided by you is accurate.

4. Registration and use of the site and the services

4.1. To use the site and the associated services you must first register through the site. Your registration is subject to passing identity and security checks. The checks include asking you questions about your financial history, with your answers being compared to information held by the Credit Reference Agency, TransUnion International UK Limited (TransUnion), whose registered office is at One Park Lane, West Yorkshire, LS3 1EP. We may ask for you to provide information and documentation to satisfy the checks.

4.2. If you pass the identity and security checks, you will receive a one-time passcode to the mobile number held in order to validate that the mobile number belongs to you. You should enter the one-time passcode into the website straight away. If you close the website, or the one-time passcode expires you will need to restart the process described in paragraph 4.1. If you do not receive the one-time passcode or have any other issues, please email us at CreditWiseContact@TransUnion.co.uk.

4.3. You must be over the age of 18 and live in the UK, the Channel Islands, or the Isle of Man, to use the site and associated services. By registering for the CreditWise services, you are confirming that you meet these requirements.

4.4. The site and the associated services are for your personal non-commercial use only. You must not use the site at any time or in any circumstances for individuals other than yourself and you cannot request credit information about anyone else through the site. By registering for the CreditWise services, you are confirming that you meet these requirements.

4.5. The site and the associated services are made available free of charge.

4.6. **Successful registration:** Once you have completed the registration process set out at 4.1 and 4.2 above, you will see an on-screen message indicating whether your registration has been successful. If your registration is successful an activation link will be sent to the email address you provided during registration.

4.7. **Activation:** You should use the activation link to activate your account **within 24 hours** of when it is sent to you. If you don't do this then you may need to go through the application process again. Once your account has been activated, you will receive welcome communications via one of the communication methods set out in paragraph 15 below.

4.8. **Unsuccessful registration:** If your registration is unsuccessful this may be because it was not possible to match your personal details to the correct credit report, or you did not have enough of a credit history on your credit file to provide a credit report (known as a 'thin file'). If your registration for a standard CreditWise account is unsuccessful due to you having a thin file, we will continue to periodically check your credit file for 12 months from the data of your application and, if you do develop enough of a credit history, we will email you to invite you to re-register for a full CreditWise account. You can tell us if you don't want us to do this by emailing CreditWiseContact@TransUnion.co.uk.

4.9. **Thin file services:** If your application for a standard CreditWise account is unsuccessful because you have a thin file then you will be invited to create a username and password for a CreditWise account in the same way you would for the standard CreditWise services. Our Thin File services give you information on actions that you should consider taking to help build up enough credit history for a credit report and score to be provided in the future. Any reference to CreditWise services in these terms and conditions will be deemed to include the Thin File services unless otherwise indicated.

4.10. **Updating details:** If your application is successful but you have made a mistake in relation to your personal details during the application process you can update some of these details in your account. If you are unable to update any of your personal details this way you should contact us for assistance at CreditWiseContact@TransUnion.co.uk. If we are providing you with Thin File services, any changes to your personal details should be emailed to us at CreditWiseContact@TransUnion.co.uk.

5. CreditWise services

5.1. When you successfully register through the site (by activating your account within 24 hours of receiving the activation link) and accept these terms we agree to provide you with the services set out below.

5.2. Note that if you are to receive the Thin File services set out in paragraph 5.16 below, you will not receive the other CreditWise services (in paragraphs 5.6 to 5.15, and 5.17).

5.3. As your agent and representative, we will request and provide (through the site) access to your credit information (including your credit report and credit score) from TransUnion. By registering for the CreditWise service you agree that we do this on your behalf and continue to do so unless and until your account is closed either by us or you (for more information on when your account may be closed please see paragraphs 8 & 9).

5.4. As well as providing access to your credit report, the site will have various types of functionality relating to your credit information that may change from time to time (see paragraphs 5.6 to 5.17 below for further details), which is also provided by TransUnion on our behalf. Your credit information will be updated every 28 days and we may let you know when this is available by sending you a notification using the contact information provided to us by you. Only the most up to date version of your credit report will be available to view on the site. We may also let you know if there have been changes to your credit information that we consider you should know about.

5.5. When we obtain your credit information, the Credit Reference Agency will make a record of our searches that will leave a "footprint" on your credit file. You'll be able to see the search on your file as "CreditWise from Capital One", but the search footprint won't show up to other organisations and there is no impact to your credit score.

5.6. **My Credit Overview**

5.6.1. The site will provide you with summary level information derived from your credit report.

5.7. **Where Do You Stand**

5.7.1. A rating of your credit score will be available to you online. This rating will be based on your history of borrowing and repayment.

5.8. **My Credit Score**

5.8.1. The site will provide your most recent TransUnion credit score. Your credit score is an indicator of how well you've managed credit in the past, and gives you an idea of how lenders may view you when you apply for credit.

5.9. **My Score History**

5.9.1. The site will provide you with online access to your credit score history. Your credit score history provides you with your previous credit scores during the period of up to 12 months before your most recent credit score. Your credit score history helps you track any changes and spot any trends which may have occurred in your credit score during that period. You will not receive your credit score history for any period before you were accepted as a user of the CreditWise services and you will not receive any credit scores for months in which you did not log into your account.

5.10. **Main Factor(s) Influencing your Current Score (Score Factors)**

5.10.1. The site will identify the key things which are affecting your credit score and provide suggestions as to actions that you may wish to take to help improve your credit score. These are simply suggestions and are not advice. In addition, we cannot guarantee that if you take the actions suggested that your credit score will be improved. Also you should be aware that it will take time for any action taken to affect your credit score.

5.11. **Dispute Status**

5.11.1. The site will provide you with information regarding any disputes that you have raised in relation to the content of your TransUnion credit report and the current status of such disputes.

5.12. **Credit Education**

5.12.1. From time to time, we may provide you with educational articles, videos and other materials on relevant topics such as consumer credit, credit reports, managing your money, life events and identity protection on the website. These materials are provided for information purposes only and should not be relied upon for the purposes of making any financial decisions, without seeking advice from an adviser properly qualified and regulated to give such advice.

5.13. **Offers**

5.13.1. We will tell you about Capital One credit products by sending details to the contact information you provide (unless you've asked us not to) or through the site. These are not offers of credit. If you go on to apply for credit, your application will be subject to fraud, identity and other checks. You should be aware that if you choose to apply for such products or services detailed in an offer, you will be directed to our contractual terms and conditions in relation to such an offer which you will need to agree to before purchasing such products or services and which will form a legal contract between you and us.

5.14. **Victim of Fraud Services**

5.14.1. If you fall victim to, or otherwise suspect, identity fraud, you can call a dedicated telephone number and speak to one a trained case worker who will be able to: (i) raise disputes on your TransUnion credit report; and (ii) provide further information about additional steps that you may wish to take. The telephone number for this service is 0113 2201632 and the opening hours are 8.00 a.m. to 8.00 p.m. from Monday to Friday and 9.00 a.m. to 5.00 p.m. Saturday, but excluding public holidays in England and Wales. You can also email VictimsofFraud@transunion.com.

5.15. **Credit Alerts**

5.15.1. If there have been any significant changes to your credit report/score, we will send an alert by email to the email address saved on your account. It is your responsibility to ensure the email address we hold for you is up to date. The email will contain details of any alerts that have been triggered on your credit report. If no alerts have been triggered we will not send you an email. However, we will send you an email on a monthly basis to confirm that we are continuing to monitor your file and that no alerts have been received in this period.

5.15.2. Credit Alerts is a notification only service, we will not take any action other than notifying you of the alert. You are responsible for taking action in relation to the alert and logging into your account to get further details of the alert.

5.15.3. You should not rely solely on the Credit Alerts service to ensure that your credit report is up to date. Check your credit report regularly to ensure that the information recorded in it is accurate and up to date.

5.16. **Thin File Services**

5.16.1. Where you do not have enough credit history on your credit file to enable us to provide you with a credit report, we may offer you the Thin File services. The Thin File services include:

5.16.1.1. **Thin File Information**. This gives you information on actions that you should consider taking to help build up enough credit history so that you’re able to receive a credit report and score in the future; and

5.16.1.2. **Thin File Monitoring and Alerts**. This means that we will check the information you have provided us with every 30 days to see whether we hold enough credit information to enable us to provide you with a credit report and will contact you if this is the case. This periodic check will leave a footprint on your credit file but this footprint will only be visible to us and neither lenders nor you will be able to see this on your credit file and it won’t affect your credit score.

5.17. **Credit Score Simulator**

5.17.1. The Credit Score Simulator is an educational tool that allows you to simulate changes to your current TransUnion credit report and explore how those simulated changes could affect your credit score. Simulating these changes won't actually affect your credit score or credit report. This service is not meant to predict or guarantee any future score changes. Your credit score is dependent on multiple factors and the impact on these factors may vary for different scenarios and might not lead to a change in credit score in case of certain simulations.

6. Accuracy of information

6.1. It is important to us that the information provided in the site is as accurate as possible and we, and TransUnion, use reasonable efforts to verify its accuracy. We cannot guarantee that it is completely accurate, however. Also, as you will appreciate some of this information comes from other businesses and sources, such as the electoral register, insurance companies or financial institutions. Neither we, TransUnion, nor any other third parties used to provide the CreditWise services have any control over the content of such information and are not responsible if it turns out to be inaccurate. If you consider the information to be inaccurate please raise a dispute using the process in paragraph 14.2.

6.2. You will appreciate that whilst some of the CreditWise services will provide information to you this is provided for your guidance and information only. The fact that you have a good credit score does not mean that a lender, credit card company or other provider of financial services products will accept your application, and they have their own acceptance criteria. Also, your credit score does not take into consideration affordability issues which are also considered by financial services/credit providers.

7. Changes to the terms or the site

7.1. **Minor changes to the CreditWise services:** We may make minor changes to the CreditWise services to reflect changes in any relevant laws or regulatory requirements and/or to implement minor technical adjustments and improvements to the way we deliver the CreditWise services to you. These minor changes will not adversely affect your use of the CreditWise services in any significant way.

7.2. **More significant changes to the CreditWise services or to these terms and conditions:** We may change these terms and conditions or make more significant changes to the CreditWise services than those set out above. If we do this we will notify you of the changes either by email or by a message when you next sign into your account. We will try to give you as much notice as we can of the proposed changes. We may be unable to give notice if we need to make any urgent changes.

7.3. **Cancellation of the CreditWise services:** If you don't want to continue to receive the CreditWise services affected by the changes, then you can close your account at any time through the My Account section of the website.

8. Duration of CreditWise service

8.1. The use of the site and associated services will continue unless one of the situations set out below or contrary to these terms occurs.

8.2. We may withdraw your use of the site and the associated services where you do not use the site for a period of 12 months.

8.3. We may suspend or cancel your registration and use of the site and associated services where we consider it reasonable with no notice to you. This may include where you use them in a way not permitted by these terms or for fraudulent purposes and/or if we consider your login details have been compromised.

8.4. We do not guarantee that our site, or the associated services, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site and the associated services for business and operational reasons, for example, if we stop providing the CreditWise services or site. We will try to give you reasonable notice of any suspension or withdrawal, unless the reason for the unavailability is for us to carry out routine maintenance or improvements.

9. Your rights to end the contract with us

9.1. You have a legal right to cancel this contract within 14 days of opening your account. You must notify us of your intention to cancel either by emailing CreditWiseContact@TransUnion.co.uk, or by sending notice in the post to Capital One CreditWise ℅ TransUnion International UK Limited, One, Park Lane, Leeds, West Yorkshire, LS3 1EP. Please note, it is not possible to cancel only part of the CreditWise services.

9.2. In any event, if you no longer wish to receive the CreditWise services you may close your account at any time, free of charge. You can do this through the My Account section of the website, by emailing CreditWiseContact@TransUnion.co.uk, or by writing to the address in paragraph 9.1.

9.3. If you tell us that cancellation or closure is a matter of urgency (e.g. if you think that someone has got access to your password) we will do our best to close your account immediately.

10. Your login information and security

10.1. Your right to access our site and the associated services is personal to you. You must not allow any other person to have access to your account on the site or the associated services using your login information. You must keep your login information confidential. We may suspend or cancel your access to the site and the associated services if we consider you have failed to keep your login information secure, or if at any time we consider there is or is likely to be a breach of security or your use of the website is in any way detrimental to us or anyone else.

10.2. If you know or suspect that anyone other than you know your login information, you must promptly notify us and reset your login information. We reserve the right to require you to change the password used by you in connection with the site, and/or the CreditWise services.

11. Intellectual Property

11.1. You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in the site and the associated services are owned by us, our licensors or those businesses who provide services to us as part of the CreditWise services, including TransUnion.

11.2. You may download or print content or information provided on our site as part of the associated services for your own personal use only. If you choose to download your credit report you will not benefit from the security protection afforded by the site, and doing so could increase the risk of identity theft, fraud or other disclosure of your personal data. You must not use any part of the content on our site for commercial purposes.

11.3. You must not modify, adapt, copy, download or post such content or information from our site in any other website or forum.

11.4. If you print off, copy or download any part of our site in breach of these terms, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

12. Information on the site, links to third party websites and links to our site

12.1. The credit information provided on the site is obtained from TransUnion. As a result, we cannot accept responsibility in relation to the accuracy, completeness or up to date nature of that content on our site. We also have no control or responsibility over third party sites or resources that are linked to on our site.

12.2. If you wish to link to or make any use of content on our site, please contact us.

13. Limitation of liability

13.1. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

13.2. We will not be responsible for loss or damage unless it is foreseeable, i.e. it results because of our negligence or a breach of these terms.

13.3. We are not responsible for viruses or other malicious or technologically harmful material and any content you download from our site is at your own risk. You are responsible for configuring your information technology and you should use your own virus protection software.

14. Contact us

14.1. You can contact us by sending an email to the customer services team at CreditWiseContact@TransUnion.co.uk.

14.2. If you want to make a complaint about the content of the credit report provided to you through CreditWise, this should be raised to TransUnion through the online dispute process which can be accessed via your credit report.

14.3. If you want to make a complaint about the CreditWise service, emails or site content, you can write to: Capital One (Europe) plc, PO Box 5281, Nottingham, NG2 3FA. Alternatively, you can find details of how to do it by visiting www.capitalone.co.uk. If your complaint is to do with a Credit Reference Agency or the information we have obtained from them, we may direct it to them when it is appropriate to do so.

14.4. If you're unhappy with how we have dealt with your complaint, you also have the right to complain to the Financial Ombudsman Service by writing to: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. You can also contact them by telephone on 0800 023 4567 or email at complaint.info@financial-ombudsman.org.uk. You can find further information by visiting www.financial-ombudsman.org.uk.

15. How we may contact you

15.1. If we have to contact you we may do so in a number of ways:

15.1.1. by writing to you at the email address you have saved on your account on the website (referred to below as your account);

15.1.2. by sending a text message to the mobile phone number you have saved on your account;

15.1.3. by calling you on the phone number you have saved on your account; or

15.1.4. by any other communication method where you have given us the details to allow us to do so.

15.2. Please ensure that you update your contact details on your account should any of these details change.

15.3. When we use the words "writing" or "written" in these terms, this includes emails.

16. General

16.1. We shall not be liable for any delay or failure to provide the services or perform any obligation under these terms if the delay or failure is caused by circumstances beyond our reasonable control.

16.2. These terms do not give any rights to anyone who is not a party to them. You may not assign your rights or obligations in relation to these terms.

16.3. We may transfer our rights and obligations under this contract to another organisation. We may also provide the site and associated services through a service provider and/or Credit Reference Agency other than TransUnion. We will contact you to let you know if we plan to take any such action. If you are unhappy with the transfer or change, you may contact us to end the contract.

16.4. If any provision in these terms becomes invalid or unenforceable the validity or enforceability of the other provisions will not be affected.

16.5. If there is any delay by us in enforcing any of these terms, this will not be treated as a waiver by us of that or any other provision of these terms.

16.6. Communications we provide to you by us by email or posted on our site will constitute legal service in writing and will be deemed received by you the day after it is sent or posted.

16.7. This agreement contains the whole agreement between you and us.

16.8. This agreement and all communications in connection with it is written in English. These terms and our site are governed by English law. You and we both agree to submit to the exclusive jurisdiction of the English and Welsh courts, unless you're a resident of Northern Ireland where you can also bring proceedings in Northern Ireland, and if you're a resident of Scotland you can also bring proceedings in Scotland.

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