



Texas Summary of Rights

For Texas Residents:

Under the Fair Credit Reporting Act (FCRA), all consumers are entitled to one free annual file disclosure in any twelve-month period. You may be charged a reasonable fee, not exceeding eight dollars, for each additional disclosure within any 12-month period.

However, there is no fee if (1) you have been notified of an adverse action taken towards you based upon information appearing in your consumer file within the preceding 60 days, (2) you suspect that your file may contain fraud or you have been the victim of identity theft, or (3) you are unemployed or are currently receiving financial assistance.

A consumer reporting agency may not prohibit a user of a consumer report or investigative consumer report from disclosing the contents of the report or providing a copy of the report to you at your request if adverse action against you based wholly or partly on the report has been taken or is contemplated by the user of the report. A user of a consumer report or a consumer reporting agency may not be found liable or otherwise held responsible for a disclosed or copied report when acting pursuant to these rules. The disclosure or copy of the report, by itself, does not make a user of the report a consumer reporting agency. If you furnish your social security number to a person for use in obtaining a consumer report, the person shall include your social security number with the request for the consumer report and shall include the social security number with all future reports of information regarding you made by the person to a consumer reporting agency unless the person has reason to believe that the social security number is inaccurate.

A consumer reporting agency may not furnish your medical information in a consumer report that is being obtained for employment purposes or in connection with a credit, insurance, or direct marketing transaction unless you consent to the furnishing of the medical information.

You have a right to request disclosure of the contents of your consumer report if adverse action is taken against you based wholly or partly on the report. A consumer reporting agency may not prohibit the user of the report from disclosing its contents to you in this instance.

On request and proper identification provided by you, a consumer reporting agency shall disclose to you in writing, all information pertaining to you in the consumer reporting agency's files at the time of the request, including the name of each person requesting credit information about you during the preceding six months and the date of each request, and a set of instructions describing how information is presented on the consumer reporting agency's written disclosure of the consumer file.

If you sent a written dispute to PeopleFacts, you can call the following toll-free number for use in resolving the dispute, at which personnel are available to consumers during normal business hours: (800) 600-8999.

The information in a consumer report disclosed to you must be disclosed in a clear, accurate manner that is understandable to an average consumer. A consumer reporting agency shall provide a copy of the consumer's file to you on your request and on evidence of proper identification, as directed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.), as amended, and regulations adopted under that Act. If the completeness or accuracy of information contained in your file is disputed by the consumer and the you notify the consumer reporting agency of the dispute, the agency shall reinvestigate the disputed information free of charge and record the current status of the disputed information not later than the 30th business day after the date on which the agency receives the notice. The consumer reporting agency shall provide you with the option of notifying the agency of a dispute concerning your file by speaking directly to a representative of the agency during normal business hours. Not later than the fifth business day after the



date on which a consumer reporting agency receives notice of your dispute the agency shall provide notice of the dispute to each person who provided any information related to the dispute.

A consumer reporting agency may terminate a reinvestigation of information disputed if the agency reasonably determines that the dispute is frivolous or irrelevant. An agency that terminates a reinvestigation of disputed information under this subsection shall promptly notify you of the termination and the reasons for the termination by mail, or if authorized by you, by telephone. The presence of contradictory information in your file does not by itself constitute reasonable grounds for determining that the dispute is frivolous or irrelevant.

If disputed information is found to be inaccurate or cannot be verified after a reinvestigation, the consumer reporting agency, unless otherwise directed by you, shall promptly delete the information, revise your file, and provide the revised consumer report to you and to each person who requested the consumer report within the preceding six months. The consumer reporting agency may not report the inaccurate or unverified information in subsequent reports.

Information deleted may not be reinserted in your file unless the person who furnishes the information to the consumer reporting agency reinvestigates and states in writing or by electronic record to the agency that the information is complete and accurate.

A consumer reporting agency shall provide written notice of the results of a reinvestigation or reinsertion made under this section not later than the fifth business day after the date on which the reinvestigation or reinsertion has been completed. The notice must include:

- A statement that the reinvestigation is complete;
- A statement of the determination made by the agency on the completeness or accuracy of the disputed information;
- A copy of the consumer's file or consumer report and a description of the results of the reinvestigation;
- A statement that a description of the procedure used to determine the accuracy and completeness of the information shall be provided to the consumer by the agency on request, including the name, business address, and, if available, the telephone number of each person contacted in connection with the information;
- A statement that the consumer is entitled to add a statement to the consumer's file disputing the accuracy or completeness of the information as provided by Section 611 of the Fair Credit Reporting Act (15 U.S.C. Section 1681i), as amended; and
- A statement that the consumer may be entitled to dispute resolution as prescribed by this section, after the consumer receives the notice specified under this subsection.
- This section does not require a person who obtains a consumer report for resale to another person to alter or correct an inaccuracy in the consumer report if the report was not assembled or prepared by the person.

Except as provided a consumer reporting agency may not furnish a consumer report containing information related to:

- A case under Title 11 of the United States Code or under the federal Bankruptcy Act in which the date of entry of the order for relief or the date of adjudication predates the consumer report by more than 10 years;
- Suit or judgment in which the date of entry predates the consumer report by more than seven years or the governing statute of limitations, whichever is longer;
- A tax lien in which the date of payment predates the consumer report by more than seven years;



A consumer reporting agency may furnish a consumer report that contains information if the information is provided in connection with:

- A credit transaction with a principal amount that is or may reasonably be expected to be \$ 150,000 or more;
- The underwriting of life insurance for a face amount that is or may reasonably be expected to be \$150,000 or more; or
- Your employment at an annual salary that is or may reasonably be expected to be \$ 75,000 or more.

A consumer reporting agency may not furnish medical information about you in a consumer report that is being obtained for employment purposes or in connection with a credit, insurance, or direct marketing transaction unless you consent to the furnishing.

A “security alert” is a notice placed on a consumer’s file that alerts a recipient of a consumer report involving that consumer file that the consumer's identity may have been used without the consumer's consent to fraudulently obtain goods or services in the consumer's name.

On a request in writing or by telephone and with proper identification provided by a consumer, a consumer reporting agency shall place a security alert on the consumer's consumer file not later than 24 hours after the date the agency receives the request. The security alert must remain in effect for not less than 45 days after the date the agency places the security alert on the file. There is no limit on the number of security alerts a consumer may request. At the end of a 45-day security alert, on request in writing or by telephone and with proper identification provided by the consumer, the agency shall provide the consumer with a copy of the consumer's file. A consumer may include with the security alert request a telephone number to be used by persons to verify the consumer's identity before entering into a transaction with the consumer.

If you wish to place a security alert on your file you should contact PeopleFacts at (800) 600-8999. A “security freeze” is a notice placed on a consumer file that prohibits a consumer reporting agency from releasing a consumer report relating to the extension of credit involving that consumer file without the express authorization of the consumer.

On written request sent by certified mail that includes proper identification provided by a consumer a consumer reporting agency shall place a security freeze on a consumer's consumer file not later than the fifth business day after the date the agency receives the request.

On written request for a security freeze a consumer reporting agency shall disclose to the consumer the process of placing, removing, and temporarily lifting a security freeze and the process for allowing access to information from the consumer's consumer file for a specific requester or period while the security freeze is in effect.

A consumer reporting agency shall, not later than the 10th business day after the date the agency receives the request for a security freeze send a written confirmation of the security freeze to the consumer, and provide the consumer with a unique personal identification number or password to be used by the consumer to authorize a removal or temporary lifting of the security freeze.

A consumer may request in writing a replacement personal identification number or password. The request must comply with the requirements for requesting a security freeze. The consumer reporting agency shall not later than the third business day after the date the agency receives the request for a replacement personal identification number or password provide the consumer with a new unique personal identification number or password to be used by the consumer instead of the number or password that was previously provided.

If a security freeze is in place, a consumer reporting agency shall notify the consumer in writing of a change in the consumer file to the consumer's name, date of birth, social security number, or address not later than 30 calendar days after the date the change is made. The agency shall send notification of a change of address to



the new address and former address. This section does not require notice of an immaterial change, including a street abbreviation change or correction of a transposition of letters or misspelling of a word.

A consumer reporting agency shall notify a person who requests a consumer report if a security freeze is in effect for the consumer file involved in that report.

On a request in writing or by telephone and with proper identification provided by a consumer, including the consumer's personal identification number or password provided, a consumer reporting agency shall remove a security freeze not later than the third business day after the date the agency receives the request.

On a request in writing or by telephone and with proper identification provided by a consumer, including the consumer's personal identification number or password provided, a consumer reporting agency, not later than the third business day after the date the agency receives the request, shall temporarily lift the security freeze for a certain properly designated period, or a certain properly identified requester.

A consumer reporting agency may develop procedures involving the use of a telephone, a facsimile machine, the Internet, or another electronic medium to receive and process a request from a consumer under this section.

A consumer reporting agency shall remove a security freeze placed on a consumer file if the security freeze was placed due to a material misrepresentation of fact by the consumer. The consumer reporting agency shall notify the consumer in writing before removing the security freeze.

A consumer reporting agency may charge a reasonable fee not to exceed \$10 to place a freeze, lift a freeze temporarily, or permanently remove a freeze. A consumer reporting agency may not charge a fee to place a freeze, lift a freeze temporarily, or permanently remove a freeze to a victim of identity theft.

You have a right to bring civil action against anyone who willfully or negligently fails to comply with any requirement imposed under the subtitle of Texas state law outlined above.