

LD 2074 - An act to prohibit property and casualty insurance companies from denying policy holders in the state insurance on their residences in the state because of a loss sustained to a home in another state.

Supporting remarks by Donald Pilon

Maine residents who own a secondary property in another state should be able to obtain insurance for their home in Maine even though they sustain a property or casualty loss on their secondary residence. Chances are the insurance provider for the secondary home is different from the owner's primary residence. If a loss occurs to their secondary home, it should have no impact on the renewal or replacement of insurance of their primary dwelling.

Example: A Maine homeowner insured with a Maine domiciled company owns a home in Florida. The Florida home is insured with a company charter in Florida only. On September 10, 2017 hurricane Irma roars through the State of Florida causing catastrophic damage to homes, businesses and infrastructure. The homeowner sustains damage to his roof and interior. The wind is so strong it propels the rain vertically under the clay tile roofs of homes in the neighborhood. The homeowners association mandates all roofs be Spanish tile. Rain seeps under the tile through the roof sheathing and bleeds through a black membrane onto the interior sheetrock ceilings of the home. The water blackens the interior ceilings resembling black mold in the house. The house is tested for mold, but no mold is found. The ceilings were repaired and painted, and the roof was repaired and sealed. The total claim was \$36,390.90. The insurance company paid \$31,352.90. Florida homeowners' insurance policies have a percentage deductible of (2,3,4 or 5%) of Coverage A applicable to loss by a Hurricane. This homeowner had a 2% deductible of Coverage A that equaled \$5038.00 paid by the insured. Total payment by the insurance company and the insured was \$36,390.90.

Back in Maine, the insured (an AARP member) is solicited by AARP to obtain a quote for his autos. The Hartford Insurance Group is the endorsed vendor for auto and homeowners' insurance for AARP. The member obtains a quote from the sales representative and then is asked if they can quote his homeowners insurance. He agrees and waits to hear the rate. The sales representative responds, "I'm sorry sir

but we're unable to provide you with a homeowners quote." The member is puzzled and asks why. The salesperson responds, you've had a large claim that excludes you from this program. He responds, what claim? The salesperson replies, you had a catastrophic water loss. He asks, when and where? "At your home." Impossible! I've never had a loss here. The member continues to ask questions and finally learns the salesperson identifies the location as the home he previously owned in Florida. The homeowner sold the property in February 2019. The salesperson explains to the member he doesn't meet the plan's underwriting criteria because of the loss. The member replies, this loss occurred in Florida, it was an unavoidable natural disaster, there wasn't anything I could have done to mitigate this loss and I paid over \$5,000.00 out of pocket toward the repairs. The salesperson responds, we would be happy to write your auto insurance. The member asked where did you get this information about the loss? She replied, LexisNexis. The LexisNexis report description of the loss was Water Non-Weather. The insurance company described the loss as Wind Damage. The member replies that the information is incorrect.

Who and what is LexisNexis Risk Solutions? LexisNexis provides consumer reports to companies including insurance, government, debt collection, banks, and credit reporting agencies. The Federal Trade Commission and the Fair Credit Reporting Act (FCRA) (*1 below) oversee their activities.

National Law Review, January 7, 2024, LexisNexis Sued by the Fair Credit Reporting Act for Failing to Keep Consumer Data Up to Date. Consumer applied for a loan and was denied because of inaccurate information provided by LexisNexis (*2 below.)

There have been numerous lawsuits and Class Action lawsuits brought against LexisNexis and its affiliates for failing to keep Consumer Data Up to Date and violating the Fair Credit Reporting Act (*3 and *4 below.)

(Copies of these four documents are in your packet, numbered as below.)

*1. Fair Credit Reporting Act-Federal Trade Commission.

Link: <http://www.ecfr.gov/cgi-bin/text-idx>

*2. National Law Review, January 7, 2024, Vol., XIV Number 7, Chad Bacon v. LexisNexis Risk Solutions, Inc.

*3. Jones v. LexisNexis Risk Solutions, Inc. et al. Filed August 7, 2020 2:20-CV01180-Pennsylvania

*4. LexisNexis pays \$13.5M Fair Credit Reporting Class Action. Gregory Thomas Berry et al., v. LexisNexis Risk & Information Analytics Group, Inc. Case No. 3:11-cv-00754-JRS

Failing to keep consumer information up to date and reporting outdated information to LexisNexis vendors causes insurance companies and lenders to disqualify good applicants. LexisNexis puts the responsibility on the consumer to clean up any inaccuracies in their file.

All items remain in LexisNexis History for 90 days. It collects and reports up to 7 years of auto and personal property claims. Inquiries initiated by you will remain on your credit report for 2 years.

A Solution Provided by LexisNexis:

LexisNexis has created a **U.S. Consumer Privacy Notice**, the introductory paragraph of which appears below, to apply to consumers in five U.S. states which passed legislation to protect consumers in their respective states.

Pursuant to the California Consumer Privacy Act (“CCPA”) Colorado Privacy Act, Connecticut Data Privacy Act, Utah Consumer Privacy Act and Virginia Consumer Data Protection Act and respective implementing regulations (collectively, “U.S. Consumer Privacy Laws”), LexisNexis Risk Solutions Inc. and the LexisNexis Risk Solutions companies in scope of the U.S. Consumer Privacy Laws (“LNRS,” “we,” “us” or “our”) are providing this U.S. Consumer Privacy Notice (“Notice”). This Notice supplements our Privacy Policy and applies solely to California, Colorado, Connecticut, Utah and Virginia consumers. Terms used but not defined shall have the meanings ascribed to them in the applicable U.S. Consumer Privacy Laws. This Notice does not apply to personal information that we process as a service provider on behalf of our customers or that we collect from job applicants, contractors or employees.

This document appears in its entirety as #5 in your packet.



FEDERAL TRADE COMMISSION
PROTECTING AMERICA'S CONSUMERS

Fair Credit Reporting Act

Tags: [Consumer Protection](#) [Privacy and Security](#) [Credit Reporting](#)

Mission: [Consumer Protection](#)

Law: 15 U.S.C. §§ 1681-1681x

Links:

<https://www.ecfr.gov/cgi-bin/text-idx>

Files:

[fcra-may2023-508.pdf](#) (652.93 KB)

The Act (Title VI of the Consumer Credit Protection Act) protects information collected by consumer reporting agencies such as credit bureaus, medical information companies and tenant screening services. Information in a consumer report cannot be provided to anyone who does not have a purpose specified in the Act. Companies that provide information to consumer reporting agencies also have specific legal obligations, including the duty to investigate disputed information. In addition, users of the information for credit, insurance, or employment purposes must notify the consumer when an adverse action is taken on the basis of such reports. The Fair and Accurate Credit Transactions Act added many provisions to this Act primarily relating to record accuracy and identity theft. The Dodd-Frank Act transferred to the Consumer Financial Protection Bureau most of the rulemaking responsibilities added to this Act by the Fair and Accurate Credit Transactions Act and the Credit CARD Act, but the Commission retains all its enforcement authority.

GIVE FEEDBACK

January 07, 2024
Volume XIV, Number 7

THE NATIONAL LAW REVIEW

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NEW ARTICLES

LexisNexis Sued for FCRA Violation for Failing to Keep Consumer Data Up-To-Date

by: Womble Bond Dickinson Communications, Technology and Media of Womble Bond Dickinson (US) LLP - *FCRAland*
Posted On Wednesday, June 10, 2020



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Last month, LexisNexis Risk Solutions, Inc. was sued in a proposed class action for violations of the Fair Credit Reporting Act ("FCRA").

Plaintiff Chad Bacon, on behalf of himself and others similarly situated, alleges that LexisNexis violated the FCRA by failing to keep consumers' tax lien and civil judgment data up-to-date.

Plaintiff asserts that in March of 2018, he applied for a loan with People's Bank and was denied the loan, in part, due to inaccurate information provided by LexisNexis. According to Plaintiff, his consumer report inaccurately reflected a Tennessee state tax lien recorded in January of 2014, which was satisfied in July 2014. Additionally, Plaintiff alleges that his consumer report reflected a default judgment entered against him on January 25, 2016, which was later vacated and set aside on February 25, 2016. In short, Plaintiff contends that LexisNexis failed to update its records and continued to report the tax lien and judgment as not having been satisfied or vacated.

Plaintiff further alleges that for many years, LexisNexis was the exclusive provider of tax lien and civil judgment information to the three big credit reporting agencies ("CRAs") – Experian, Equifax, and TransUnion. In 2018 and 2019, the Big 3 CRAs stopped reporting public records and tax liens as part of three nationwide class action settlements.

As a result, Plaintiff contends that LexisNexis "decided to take advantage of the Big 3's decision to stop selling LexisNexis's data by marketing [and] selling its public record data in its own consumer reports." Plaintiff avers that LexisNexis uses automated procedures and vendors to collect information regarding judgments and tax liens that undergo little to no quality control, and such information is not adequately updated. Further, Plaintiff alleges that LexisNexis knew about its inadequate procedures for years based on consumer disputes, but failed to correct its procedures. Moreover, Plaintiff claims that LexisNexis would rely on consumers to clean up their own files via the dispute process after learning of the inaccuracy, rather than ensuring that the data it was collecting was accurate.

The lawsuit, entitled *Chad Bacon v. LexisNexis Risk Solutions, Inc.*, is pending in the U.S. District Court for the Northern District of Georgia as case number 1:20-cv-01924.

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in Newswire
Published on August 13, 2020

LexisNexis, Kroll Factual Data Hit with Class Action Over Alleged Credit Report Inaccuracies

by **Erin Shaak**


Jones v. LexisNexis Risk Solutions, Inc. et al.

• [Read Complaint](#)

FILED: AUGUST 7, 2020 ♦ § 2:20-CV-01180

A class action alleges LexisNexis and Kroll Factual Data have failed to take reasonable steps to ensure the consumer reports they furnish and sell are accurate.

DEFENDANT(S)	LAW(S)	STATE(S)
<ul style="list-style-type: none"> • LexisNexis Risk Solutions Inc. • Kroll Factual Data, Inc. 	<ul style="list-style-type: none"> • Fair Credit Reporting Act 	Pennsylvania

 New to ClassAction.org? Read our Newswire Disclaimer

A proposed class action alleges LexisNexis Risk Solutions, Inc. and Kroll Factual Data, Inc. have failed to take reasonable steps to ensure the consumer reports they furnish and sell are accurate.

LexisNexis, which prepares and furnishes consumer reports that include civil judgments and tax liens, “diligently collects” the initial entry of such derogatory consumer information yet fails to report when the judgments and liens are satisfied, withdrawn, or released, the case alleges.

The plaintiff claims Kroll purchases consumer records from LexisNexis to include in credit reports for mortgage loan applicants despite knowing of “the problems and failures of the LexisNexis record collection procedures” and without taking adequate steps to verify the accuracy of the reports.

For years, LexisNexis was the exclusive credit reporting agency provider of tax lien and civil judgment information included in credit reports issued by Experian, Equifax, and TransUnion—known as the “Big 3” credit bureaus, the lawsuit says. According to the case, the public record information provided to the Big 3 by LexisNexis was “frequently inaccurate and out-of-date,” and until recently, the credit bureaus hid LexisNexis’s involvement in the collection of their public records information.

The inaccuracies in the reporting of tax liens and civil judgments have been the subject of multiple lawsuits, the case relays, with the credit bureaus entering into a multi-state settlement in 2015 in which they

agreed to only report public records if the information was updated every 90 days.

The subsequent settlement of three class action lawsuits in 2018 and 2019 led the credit bureaus to “stop completely” the reporting of public records and tax liens, the complaint adds.

Taking advantage of the Big 3’s decision, LexisNexis began marketing public records reports under its own brand, the lawsuit says, advertising its “RiskView Liens and Judgment Report” to lenders and creditors as a method of providing the information no longer included in the Big 3’s credit reports. The suit says, however, that LexisNexis does not remark the reason for which Experian, Equifax and TransUnion ended their practice of reporting civil judgments and liens.

“Of course, LexisNexis does not disclose in its marketing materials that the inaccuracies in its data are the reason why the Big 3 stopped reporting civil judgments and tax liens,” the complaint reads.

According to the case, LexisNexis uses automated procedures and “independent-contractor” vendors to collect civil judgment and lien information with “little, if any, meaningful quality control.”

As a matter of policy, the company does not adequately update consumer records when a judgment or lien is satisfied, the case states, relaying that data analyzed in litigation against Experian, who obtained its public

records information from LexisNexis, showed an average delay of 77 months in updating civil judgments, while lien updates took an average of 243.5 days in South Carolina.

The case argues LexisNexis refuses to update dispositions—including satisfactions, vacatur, withdraws, appeals and dismissals—because it is more expensive than following its current procedures.

“Updating records to appropriately reflect satisfactions would require a much more rigorous set of procedures to collect those records and update the original records than LexisNexis currently employs,” the lawsuit alleges.

Instead of changing its procedures, LexisNexis relies on consumers to “clean up their own files” through disputes, the case says. According to the suit, consumer disputes, as well as lawsuits, indicate LexisNexis has known of its inadequate update procedures for years yet has taken no action to fix the inaccuracies because it can make a greater profit from reporting derogatory information. From the complaint:

“By way of example only, and without limitation, LexisNexis’s conduct was willful because it was intentionally accomplished through intended procedures; it had knowledge of its violation through other lawsuits in other jurisdictions but it did nothing to rectify the problem, and because it was motivated by placing LexisNexis’ financial interests above the interests of consumers in accurate reporting. **LexisNexis believed that its reporting**

derogatory credit information about tax liens and judgments was of greater economic value to its paying customers than ‘disposition’ information that demonstrated that the debt was no longer owed.”

Kroll, for its part, is well aware of the accuracy problems with reports obtained through LexisNexis yet continues to purchase and resell the information as part of its “RiskView” report for mortgage lenders given it costs the company less than obtaining the data through other, more accurate, means, the plaintiff alleges.

“Kroll purchases and resells the LexisNexis report because it is less expensive than Kroll searching and compiling judgment and lien information directly,” the complaint reads. “It is also less expensive than Kroll obtaining information from more accurate sources.”

The case goes on to claim Kroll, through its “regular review and industry participation” and litigation against its parent company, was put on notice of the Big 3 settlements and the reason the credit bureaus had stopped reporting data obtained through LexisNexis. Nevertheless, Kroll has resold LexisNexis reports “without sufficient independent investigation, audits, research or review” to ensure the accuracy of the reports, resulting in damage to consumers’ reputations, credit scores and ability to obtain credit, the complaint alleges.

The lawsuit looks to represent the following two proposed classes:

“All natural persons who: (i) were the subject of a civil judgment and/or tax lien recorded in any court clerk’s office or court in the United States (ii) where the judgment or lien appeared within a Kroll Factual Data or CBC Innovis consumer report dated within the five year period preceding the filing date of this Complaint, and (iii) where the public record filing of the related governmental agency indicated that the civil judgment or tax lien had been satisfied, vacated, dismissed, released or withdrawn on a date at least 30 days prior to the date of the consumer report.

All natural persons who: (i) were the subject of a civil judgment and/or tax lien recorded in any court clerk’s office or court in the United States (ii) where the judgment or lien appeared within a Kroll Factual Data consumer report dated within the five year period preceding the filing date of this Complaint, and (iii) where the public record filing of the related governmental agency indicated that the civil judgment or tax lien had been satisfied, vacated, dismissed, released or withdrawn on a date at least 30 days prior to the date of the consumer report.”

Get class action lawsuit news sent to your inbox – sign up for ClassAction.org’s newsletter [here](#).



LexisNexis Pays \$13.5M Fair Credit Reporting Class Action Settlement

Courtney Jorstad | September 11, 2014

Category: Consumer News

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A \$13.5 million class action settlement against LexisNexis Risk & Information Analytics Group, Inc. alleging that it violated the Fair Credit Reporting Act (FCRA) was given final approval by a Virginia federal judge Friday. LexisNexis has a service for debt collectors called Accurint, in which it sells financial information about debtors they are trying to collect on.

According to the plaintiffs in the class action lawsuit, LexisNexis has sold its "Accurint brand reports to debt collectors without treating the reports as 'consumer reports' within the meaning of the the FCRA," U.S. District Judge James R. Spencer explained in his final ruling.

LexisNexis has argued "that Accurint reports are not 'consumer reports' within the meaning of the FCRA, and as a result, have not attempted to afford customers with respect to the Accurint reports that the FCRA requires with respect to 'consumer reports.'"

The LexisNexis class action lawsuit included two classes — the impermissible use class and the file request and dispute class.

The impermissible use class includes "every person listed in the Accurint reports."

The file request and dispute class is for every person who requested a copy of their file" from LexisNexis and "every person who filed a dispute regarding the information reported," from Oct. 1, 2006 through April 29, 2013, which is about 31,000 people.

Each person that falls in this class will receive about \$300, unless they either excluded him or herself from the settlement or objected to it by July 12, 2013. If a class member received a postcard notifying them of this class action

settlement, he or she does not have to do anything to receive their settlement payment.

The impermissible use class will receive injunctive relief. This class includes about 200 million people.

LexisNexis “will implement a substantial, nationwide program that addresses the issues raised in the complaint . . . and will result in a significant shift from the currently accepted industry practices.”

As a result, LexisNexis will “become the industry leader among data aggregation companies in the protection of customer information provided to debt collectors.”

Specifically, LexisNexis “will overhaul their currently existing Accurint for Collections (AFC) suite of products for the Receivables Management Market, which they currently do not treat as ‘consumer reports’ as defined by the FCRA,” Judge Spencer explained.

“The Defendants will split AFC into two newly developed suites of products and services,” he wrote. “The first suite, called ‘Collections Decisioning,’ falls within the FCRA definition of a ‘consumer report’ and will be treated as such.

“The second suite, called ‘Contact & Locate,’ will not be treated as falling within the ‘consumer report’ definition under the FCRA because the Parties agree it does not fall within the FCRA definition,” he added.

In 2013, LexisNexis agreed to the allegations by the class, that it violated the FCRA.

However, Judge Spencer explained that the Federal Trade Commission sees it differently.

“In this case, all of Plaintiffs’ claims are predicated on Accurint reports being deemed “consumer reports” within the meaning of the FCRA,” Judge Spencer wrote. “However, the FTC in 2008 voted unanimously that Accurint for Collection reports do not fall within the FCRA and do not involve credit reports.”

“Absent some authority to the contrary, the merit of Plaintiffs’ claims — and, necessarily, the absent class members’ theoretical future claims — is speculative at best,” he contends.

"For this reason, the benefit of substantial relief without the risk of litigation demonstrates the adequacy of the Settlement Agreement," he added.

Information for receiving a settlement check is provided by a website set up for the purpose of informing class members.
Please let Top Class Actions know in the comments section if you receive a check from this LexisNexis class action settlement.

The LexisNexis Accurant Fair Credit Reporting Class Action

Lawsuit is *Gregory Thomas Berry et al., v. LexisNexis Risk & Information Analytics Group, Inc. et al.*, Case No. 3:11-cv-00754-JRS in the U.S. District Court for the Eastern District of Virginia, Richmond Division.

The class is represented by Leonard Bennett of Consumer Litigation Associates, Dale Pittman, Michael Caddell of Caddell & Chapman, and James Francis of Francis & Mailman.

U.S. Consumer Privacy Notice

1. About this Privacy Notice

Pursuant to the California Consumer Privacy Act ("CCPA"), Colorado Privacy Act, Connecticut Data Privacy Act, Utah Consumer Privacy Act and Virginia Consumer Data Protection Act, and their respective implementing regulations (collectively, "U.S. Consumer Privacy Laws"), LexisNexis Risk Solutions Inc. and the LexisNexis Risk Solutions companies in scope of the U.S. Consumer Privacy Laws ("LNRS," "we," "us" or "our") are providing this U.S. Consumer Privacy Notice ("Notice"). This Notice supplements our Privacy Policy and applies solely to California, Colorado, Connecticut, Utah and Virginia consumers. Terms used but not defined shall have the meanings ascribed to them in the applicable U.S. Consumer Privacy Laws. This Notice does not apply to personal information that we process as a service provider on behalf of our customers or that we collect from job applicants, contractors or employees.

2. Personal Information Collected, Processed and Disclosed

We collect, and have collected in the preceding 12 months, the following categories of personal information:

Identifiers such as a real name, alias, postal address, telephone or mobile contact number, unique personal identifier, online identifier, Internet Protocol address, email address, account name, and other similar identifiers.
Personal information as defined in the applicable customer records law, such as name, contact information, education, employment, employment history, and financial information.
Characteristics of protected classifications under applicable state or federal law, such as gender, age, and marital status.
Commercial information, such as transaction information, purchase history, financial details, and payment information.
Internet or other electronic network activity information, such as browsing history, search history, online behavior, interest data, and interactions with our and other websites, applications, systems, and advertisements.
Geolocation data, such as approximate device location.
Audio, electronic, visual, and similar information, such as images and audio, video or call recordings created in connection with our business activities.
Professional or employment-related information, such as job title, work history, and experience.

Inferences drawn from any of the personal information listed herein to create a profile or summary about, for example, an individual's preferences and characteristics.

Sensitive personal information, such as personal information that reveals an individual's Social Security Number, driver's license number, state identification number, passport number, account log-in and password, and precise geolocation information.

We collect this personal information from you and from other categories of sources such as: our affiliates; our customers; public and publicly available sources; our third-party resellers and referral partners, data suppliers and service providers; partners with which we offer co-branded services or engage in joint event or marketing activities; social networks; news outlets and related media; and the organization with which you are employed or affiliated.

We may use or process each of the above categories of personal information to operate, manage, and maintain our business, to provide our products and services, to communicate with you, for our vendor management purposes, and to accomplish our business purposes and objectives, including, for example, using personal information to: develop, improve, repair, and maintain our products and services; process or fulfill a request or other transactions submitted to us; personalize, advertise, and market our products and services; conduct research, analytics, and data analysis; maintain our facilities and infrastructure; undertake quality and safety assurance measures; conduct risk and security control and monitoring; detect and prevent fraud; perform identity verification; perform accounting, audit, and other internal functions; comply with law, legal process, and internal policies; maintain records; exercise and defend legal claims; and fulfill legal obligations.

We disclose, and have disclosed in the preceding 12 months, each of the above categories of personal information for our operational business purposes to all of the following categories of third parties: affiliates; customers; service providers, agents and representatives; joint venture partners; and other parties where required by law or to protect our rights.

We may use sensitive personal information specifically for the following purposes: perform our services or provide products or services as requested by you or our customers; prevent, detect and investigate security incidents or malicious, deceptive, fraudulent or other illegal actions; short-term, transient use such as displaying first party, non-personalized advertising; perform services on our own behalf, such as maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, or providing analytic services, storage or similar services for the business; and activities relating to quality and safety control or product improvement.

3. Personal Information Sold

We sell, and have sold in the preceding 12 months, each of the following categories of personal information to our customers including insurance companies, financial institutions, government agencies, healthcare institutions, collections and recovery agencies, and other third parties such as advertising networks, internet

service providers, data analytics providers, operating systems and platforms, social networks, and entities associated with consumer reporting agencies:

Identifiers such as a real name, alias, postal address, telephone or mobile contact number, unique personal identifier, online identifier, Internet Protocol address, email address, account name, and other similar identifiers.
Personal information as defined in applicable customer records law, such as name, contact information, education, employment, employment history, and financial information.
Characteristics of protected classifications under applicable state or federal law, such as gender, age, and marital status.
Commercial information, such as transaction information, purchase history, financial details, and payment information.
Internet or other electronic network activity information, such as browsing history, search history, online behavior, interest data, and interactions with our and other websites, applications, systems, and advertisements.
Geolocation data, such as approximate device location.
Professional or employment-related information, such as job title, work history, and experience.
Inferences drawn from any of the personal information listed herein to create a profile or summary about, for example, an individual's preferences and characteristics.
Sensitive personal information, such as personal information that reveals an individual's Social Security Number, driver's license number, state identification number, or passport number.

We do not knowingly sell the personal information, including the sensitive personal information, of minors under 16 years of age within the scope of the application of the U.S. Consumer Privacy Laws.

4. Personal Information Shared

We share for purposes of cross-context behavioral advertising or targeted advertising, and have shared for such purposes, including in the preceding 12 months, each of the following categories of personal information with advertising networks, internet service providers, data analytics providers, operating systems and platforms, and social networks:

Identifiers such as online identifier, Internet Protocol address, and other similar identifiers.
Internet or other electronic network activity information, such as browsing history, online behavior, interest data, and interactions with our and other websites, applications, systems, and advertisements.
Geolocation data, such as approximate device location.
Inferences drawn from any of the personal information listed above to create a profile or summary about, for example, an individual's preferences and characteristics.

We do not knowingly share the personal information, including the sensitive personal information, of minors under 16 years of age within the scope of the application of the U.S. Consumer Privacy Laws.

5. Retention

We retain your personal information for as long as necessary to provide our services and fulfill the transactions you have requested, or for other essential purposes such as complying with our legal obligations, maintaining business and financial records, resolving disputes, maintaining security, detecting and preventing fraud and abuse, and enforcing our agreements. The criteria used to determine retention periods includes the legal limitation of liability period, agreed contractual provisions, applicable regulatory requirements, and industry standards.

6. Consumer Rights and Requests

You may request to know whether we process your personal information and to access such personal information.

In addition, if you are a California resident, you may request that we disclose to you the following information as required by law: (i) the categories of personal information we collected about you and the categories of sources from which we collected such information; (ii) the business or commercial purpose for collecting, selling or sharing personal information about you; (iii) the categories of personal information about you that we sold or shared and the categories of third parties to whom we sold or shared such information; and (iv) the categories of personal information about you that we otherwise disclosed, and the categories of third parties to whom we disclosed such personal information.

You may request to correct inaccuracies in your personal information.

You may request to receive a copy of your personal information, including specific pieces of personal information, including, where applicable, to obtain a copy of your personal information in a portable, readily usable format.

You may request that we delete your personal information, subject to certain exceptions. If you are a California or Utah resident, this applies to personal information collected from you.

You may request to “opt-out” of your personal information being sold to certain third parties, as defined by applicable law. This right may be exercised by submitting a [Do Not Sell or Share My Personal Information](#) request.

Our use of tracking technologies through some of our websites may be considered a sale or sharing of your personal information for cross-context behavioral advertising or targeted advertising under the U.S. Consumer Privacy Laws. You may request to opt-out of such tracking technologies by utilizing the “Cookie Settings” link on our websites that use tracking technologies for cross-contextual behavioral advertising or

targeted advertising or by sending an opt-out preference signal supported by your device or browser. Your use of an opt-out preference signal will apply only to your device or browser and not to other personal information that is not linked to your device or browser.

If you are a Colorado, Connecticut, or Virginia resident, you may request to opt out of the processing of your personal information for purposes of profiling in furtherance of decisions that produce legal or similarly significant effects concerning you.

If you are a California resident, you may also request to limit the use or disclosure of your sensitive personal information to what is necessary for us to perform our services and provide goods as requested, as authorized by regulations, or as otherwise permitted under the CCPA. This right may be exercised by submitting a Limit the Use of My Sensitive Personal Information request.

We will not unlawfully discriminate against because you exercise any of your rights under the U.S. Consumer Privacy Laws.

We do not offer financial incentives or price or service differences to consumers in exchange for the retention or sale of a consumer's personal information.

7. How to Make a Request

You may make a request for the disclosures, correction, opt-out, or deletion described above through our U.S. Consumer Privacy Homepage, via phone (1-888-217-1591), or via U.S. Mail:

LexisNexis Risk Solutions Consumer Center
Attn: U.S. Consumer Privacy Request
P.O. Box 105108
Atlanta, GA 30348-5108
USA

You may be required to submit proof of your identity for certain of these requests to be processed. Such information may include your First Name, Last Name, Street Address, City, Zip, and Date of Birth and either your Social Security Number or your Driver's License Number and State. This information will be used only for the purposes of verifying your identity and processing your request. We may not be able to comply with your request if we are unable to confirm your identity or to connect the information you submit in your request with personal information in our possession.

Authorized Agents

You may designate an authorized agent to make a request on your behalf subject to proof of identity and written authorization as required under the U.S. Consumer Privacy Laws, as applicable. Requests made through an authorized agent should be made to our consumer center via phone (1-888-497-0011) or by email at consumer.documents@lexisnexis.com. As part of our verification process, we may request that the agent provide, as applicable, proof concerning his or her status as an authorized agent. In addition, we may require that you verify your identity as described above or confirm that you provided the agent permission to submit the request.

We will respond to your request consistent with the U.S. Consumer Privacy Laws, as applicable.

Appeal Process

If we refuse to act on your request, you may appeal this refusal within a reasonable period after you have received notice of the refusal. You may file an appeal by contacting us via through our Online Portal or 1-888-217-1591.

8. Metrics

We compile certain metrics related to CCPA consumer requests for the previous calendar year which are available here.

9. De-Identified Information

Where we maintain or use de-identified data, we will continue to maintain and use the de-identified data only in a de-identified fashion and will not attempt to re-identify the data.

10. Changes

We will update this Notice from time to time. Any changes will be posted on this page with an updated revision date.

11. Contact

You may make a rights request described above through our U.S. Consumer Privacy Homepage.

If you have any questions, comments, or complaints regarding this privacy policy or our processing of your information, please contact:

Privacy Manager
LexisNexis Risk Solutions Inc.
1000 Alderman Drive
Alpharetta, GA 30005
USA
privacy@lexisnexisrisk.com

Last updated: December 31, 2023

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