

## **ADDITIONAL SUMMARY OF RIGHTS**

### **For Maryland Residents:**

You have a right to obtain one free copy of your credit file from a credit rating agency during every 12 month period. You may be charged a reasonable fee, not exceeding \$5, for any subsequent report received in that same twelve-month period. However, there is no fee if (1) you have been notified of an adverse action taken towards you based on information appearing in your consumer file and you have requested your report within 30 days of receipt of said notification, (2) you suspect that your file may contain fraud or that you have been the victim of identity theft, (3) disclosure is made to a person, designated by you, of the deletion from your consumer report of information found to be inaccurate or no longer verifiable, or (4) if you are unemployed or are currently receiving financial assistance.

The credit rating agency must provide someone to help you interpret the information in your credit file. The consumer reporting agency shall indicate the amount of the fee to the consumer before providing the report or furnishing the information.

If the consumer reporting agency receives written notice from you restricting the sale or other transfer of information in your file, the consumer reporting agency may not sell, offer to sell, or furnish such information to a mail-service organization, a marketing firm, or any other similar organization that obtains consumer information for marketing purposes.

A consumer reporting agency shall, upon your request and proper identification, provide you an exact copy of any file on you, except any part of the file which contains medical information; a written explanation of codes or trade language used; a description of the rights of the consumer under this subtitle; and the name, address, and telephone number of the Commissioner.

Whenever access to a file or a copy of a file has been furnished to a consumer, the consumer reporting agency may delete the sources of information acquired solely for use in an investigative report and used for no other purpose. If any action is brought by the consumer under these rules, the consumer reporting agency shall make such sources available to the plaintiff under appropriate discovery procedures.

Whenever adverse action is taken against you, at the time the adverse action is communicated to you, you have the right to make a written request for the reasons for the adverse action. The user of a consumer report on which adverse action is based must clearly and accurately disclose to you your right to make the written request.

If you dispute the completeness or accuracy of any item of information in your consumer report and the dispute is directly conveyed to the consumer reporting agency in writing, the consumer reporting agency shall within 30 days reinvestigate and record the current status of that information unless it has reasonable grounds to believe that the dispute is frivolous or irrelevant.

If after reinvestigation the information is found to be inaccurate or can no longer be verified, the consumer reporting agency shall within 7 business days delete the information and mail written notice of the correction to you and to each person to whom the erroneous information was furnished, and a statement of the rights of the consumer under this subtitle.

If after reinvestigation the information is found to be accurate or is verified, the consumer reporting agency shall within 7 business days mail written notice of the finding to you along with a statement of the rights of the consumer under this subtitle.

Within 60 days after receiving the notice, you may request in writing that the consumer reporting agency disclose the name, address, and telephone number of each person contacted during the reinvestigation. Within 30 days after receiving your written request under this paragraph, the consumer reporting agency shall make the requested disclosure.

A person contacted during the reinvestigation who determines that the information was inaccurate shall correct the information in the person's records within 12 business days after the determination occurs.

The presence of contradictory information in your file does not in and of itself constitute reasonable grounds for believing the dispute is frivolous or irrelevant. If a consumer reporting agency finds that a dispute is frivolous or irrelevant, the agency within 5 business days shall mail a written notice of the finding, including the reasons for the finding, to you; and a statement of the rights of the consumer under this subtitle.

If the reinvestigation does not resolve the dispute, you may file a brief statement setting forth the nature of the dispute. The consumer reporting agency may limit statements to not more than 100 words if it provides you with assistance in writing a clear summary of the dispute. Whenever a statement of a dispute is filed, unless there are reasonable grounds to believe that it is frivolous or irrelevant, the consumer reporting agency shall, in any subsequent consumer report containing the information in question, clearly note that it is disputed by you and provide either the your statement or a clear and accurate codification or summary of it.

You have a right to make a request, following any deletion of information which is found to be inaccurate or whose accuracy can no longer be verified, that the consumer reporting agency furnish notification that the item has been deleted to any person specifically designated by you who has within two years prior received a consumer report for employment purposes, or within 1 year prior received a consumer report for any other purpose, which contained the deleted or disputed information. The disclosure shall be made at or prior to the time the information is deleted or your statement regarding the disputed information is received.

Except as authorized no consumer reporting agency may make any consumer report containing any of the following items of information:

- Bankruptcies which, from date of adjudication of the most recent bankruptcy, antedate the report by more than 10 years;
- Suits and judgments which, from date of entry, antedate the report by more than seven years or until the governing statute of limitations has expired, whichever is the longer period;
- Paid tax liens which, from date of payment, antedate the report by more than seven years;

- Accounts placed for collection or charged to profit and loss which antedate the report by more than seven years;
- Records of arrest, indictment, or conviction of crime which, from date of disposition, release, or parole, antedate the report by more than seven years; or
- Any other adverse item of information which antedates the report by more than seven years.

The provisions above are not applicable in the case of any consumer credit report to be used in connection with:

- A credit transaction involving, or which may reasonably be expected to involve, a principal amount of \$ 50,000 or more;
- The underwriting of life insurance involving, or which may reasonably be expected to involve, a face amount of \$ 50,000 or more; or
- The employment of any individual at an annual salary which equals, or which may reasonably be expected to equal, \$ 20,000 or more.

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 Maryland state law outlined above.

**Maryland File Freeze Information:**

You have a right, under § 14-1212.1 of the Commercial Law Article of the Annotated Code of Maryland, to place a security freeze on your credit report. The security freeze will prohibit a consumer reporting agency from releasing your credit report or any information derived from your credit report without your express authorization. The purpose of a security freeze is to prevent credit, loans, and services from being approved in your name without your consent.

You may elect to have a consumer reporting agency place a security freeze on your credit report by written request sent by certified mail or by electronic mail or the Internet if the consumer reporting agency provides a secure electronic connection. The consumer reporting agency must place a security freeze on your credit report within 5 business days after your request is received, or within 3 business days starting July 1, 2008. Within 5 business days after a security freeze is placed on your credit report, you will be provided with a unique personal identification number or password to use if you want to remove the security freeze or temporarily lift the security freeze to release your credit report to a specific person or for a specific period of time. You also will receive information on the procedures for removing or temporarily lifting a security freeze.

If you want to temporarily lift the security freeze on your credit report, you must contact the consumer reporting agency and provide all of the following:

- (1) The unique personal identification number or password provided by the consumer reporting agency;
- (2) The proper identifying information to verify your identity; and
- (3) The proper information regarding the person who is to receive the credit report or the period of time for which the credit report is to be available to users of the credit report.

A consumer reporting agency must comply with a request to temporarily lift a security freeze on a credit report within 3 business days after the request is received, or within 15 minutes starting January 31, 2009, for certain requests. A consumer reporting agency must comply with a request to remove a security freeze on a credit report within 3 business days after the request is received.

If you are actively seeking credit, you should be aware that the procedures involved in lifting a security freeze may slow your own applications for credit. You should plan ahead and lift a security freeze, either completely if you are seeking credit from a number of sources, or just for a specific creditor if you are applying only to that creditor, a few days before actually applying for new credit.

A consumer reporting agency may charge a reasonable fee not exceeding \$5 for each placement, temporary lift, or removal of a security freeze. However, a consumer reporting agency may not charge any fee to a consumer who, at the time of a request to place, temporarily lift, or remove a security freeze, presents to the consumer reporting agency a police report of alleged identity fraud against the consumer or an identity theft passport.

A security freeze does not apply if you have an existing account relationship and a copy of your credit report is

requested by your existing creditor or its agents or affiliates for certain types of account review, collection, fraud control, or similar activities."

(k) If a consumer reporting agency violates a security freeze by releasing a consumer's consumer report subject to a security freeze or any information derived from a consumer's consumer report subject to a security freeze without authorization, the consumer reporting agency, within 5 business days after discovering or being notified of the release, shall notify the consumer in writing of:

- (1) The specific information released; and
- (2) The name and address of, or other available contact information for, the recipient of the consumer report or the information released.

(l) The exclusive remedy for a violation of subsection (e)(2)(ii) of this section shall be a complaint filed with the Commissioner under [§ 14-1217](#) of this subtitle.