



CHRISTIAN  
BROTHERS  
SERVICES

## **Christian Brothers Risk Management Services**

### **Motor Vehicle Reports (MVRs)**

**2011**

**Application, Registration and Online Request Procedure**

## MOTOR VEHICLE REPORT (MVR'S) APPLICATION PROCEDURE

- I. Carefully read the “*Summary of Fair Credit Reporting Act (FCRA)*” (Page 3), the “*Notice to Users of Consumer Reports*” (Pages 4 - 10) and “*Consumer Report Disclosure Form*” (Page 10). The “Consumer Report Disclosure Form must be made policy.
- II. Develop a policy and procedure for how the organization will conduct MVRs and how they will be used. (**Sample Policy and Procedure Page 24-25**)
- III. Complete **Authorized User Subscription agreement (Pages 12-13)**, **Authorized User Identification ePlan Client/Member User List (Pages 14-15)** and **MVR Certification Forms (Page 16 and 17)**. Send/fax completed and signed originals to CBRMS for affiliate set up to:

Laura Hart  
Christian Brothers Risk Management Services  
1205 Windham Parkway  
Romeoville, IL 60446  
Fax: (630) 679-5121

Questions: (800) 807-0300 ext 3054

- IV. Provide a copy of the “*Summary of Your Rights Under the Fair Credit Reporting Act*” (Pages 18-19) to any Employee and/or Applicant on whom you intend to obtain an MVR report. This document describes their individual rights under this Federal Act.
- V. Once you have been set up to use the ePlan Online system, individual’s information can be submitted for Online ePlan processing
- VI. This process usually takes anywhere from 1 to 2 days to receive a response. It could take up to 4 weeks for the state of Pennsylvania, Washington, New Hampshire and Hawaii. All information and reports are handled in a confidential manner.
- VII. Once the MVR is received, the response should be evaluated according to organization’s policy.
- VIII. If the MVR report is unfavorable and may negatively impact your decision to hire an individual or use an employee in a particular capacity, the CBRMS recommends that you notify the individual in writing. Two sample letters for this purpose are enclosed in this packet. (**Pages 22-23**)

## **SUMMARY OF FAIR CREDIT REPORTING ACT (FCRA) PROVISIONS**

### ***Before ordering information for employment purposes:***

- < You must disclose to the applicant in writing that a consumer report will be ordered.\*
- < You must obtain written consent to order any reports.\*

\*Attached is a sample Consumer Report Disclosure Form you may use.

### ***Before refusing to hire someone based on whole or part of any Consumer Report Agency (CRA) information, you must:***

- < Notify the applicant of possible “adverse action.”
- < Show the reports to the applicant and provide the applicant with the “summary of rights” notice.
- < Provide oral, written or electronic notice of information included in the attached “Dear Applicant” letter.

## **NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA**

The Federal Fair Credit Reporting Act (FCRA) requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. The FCRA, 15 U.S.C. 1681-1681u, is set forth in full at the Federal Trade Commission's Internet web site (<http://www.ftc.gov>).

### **I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS**

#### **A. Users Must Have A Permissible Purpose**

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 of the FCRA contains a list of the permissible purposes under the law. These are:

- < As ordered by a court or a federal grand jury subpoena.  
Section 604(a)(1)
- < As instructed by the consumer in writing.  
Section 604(a)(2)
- < For the extension of credit as a result of any application from a consumer, or the review of collection of a consumer's account.  
Section 604(a)(3)(A)
- < For employment purposes, including hiring and promotion decisions, where the consumer has given written permission.  
Section 604(a)(3)(B) and 604(b)
- < For the underwriting of insurance as a result of an application from a consumer.  
Section 604(a)(3)©

- < When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer.  
Section 604(a)(3)(F)(I)
- < To review a consumer's account to determine whether the consumer continues to meet the terms of the account.  
Section 604(a)(3)(F)(ii)
- < To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status.  
Section 604(a)(3)(D)
- < For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation.  
Section 604(a)(3)(E)
- < For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof.  
Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer reports information for the purpose of making unsolicited offers of credit or insurance. The particular obligations of users of this "pre-screened" information are described in Section V below.

## **B. Users Must Provide Certifications**

Section 604(f) of the FCRA prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA (by a general or specific verification, as appropriate) the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

## **C. Users Must Notify Consumers When Adverse Actions Are Taken.**

The term "adverse action" is defined very broadly by Section 603 of the FCRA. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact - such as unfavorably

changing credit or contract terms or conditions, denying or canceling credit or insurance, offering credit on less favorable terms than requested, or denying employment or promotion.

**1. Adverse actions based on information obtained from a CRA.**

If a user takes any type of adverse action that is based at least in part on information contained in a consumer report, the user is required by Section 615(a) of the FCRA to notify the consumer. The notification may be done in writing, orally or by electronic means. It must include the following:

- < The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- < A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- < A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer requests the report within 60 days.
- < A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

**2. Adverse actions based on information obtained from third parties who are not consumer reporting agencies.**

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to obtain disclosure of the nature of the information that was relied upon by making a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

**3. Adverse actions based on information from Affiliates.**

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA; and this information was obtained from an entity

affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notifications must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. (Information that is obtained directly from an affiliated entity relating solely to its transactions or experiences with the consumer, and information from a consumer report obtained from an affiliate are not covered by Section 615(b)(2).)

## **II. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES.**

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- < Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- < Obtain prior written authorization from the consumer.
- < Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation; and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.

Before taking an adverse action, provide a copy of the report to the consumer as well as the summary of the consumer's rights. (The user should receive this summary from the CRA, because Section 604(b)(1)(B) of the FCRA requires CRAs to provide a copy of the summary with each consumer report obtained for employment purposes.)

### **III. OBLIGATIONS OF USERS OF INVESTIGATIVE CONSUMER REPORTS.**

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews. Consumers who are the subjects of such reports are given special rights under the FCRA.

If a user intends to obtain an investigative consumer report, Section 606 of the FCRA requires the following:

The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer no later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and must include the summary of consumer rights required by Section 609 of the FCRA. (The user should be able to obtain a copy of the notice of consumer rights from the CRA that provided the consumer report.)

The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.

Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation that was requested. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received by the consumer or the report was first requested, whichever is later in time.

### **IV. OBLIGATIONS OF USERS OF CONSUMER REPORTS CONTAINING MEDICAL INFORMATION.**

Section 604(g) of the FCRA prohibits consumer reporting agencies from providing consumer reports that contain medical information for employment purposes, or in connection with credit or insurance transactions, without the specific prior consent of the consumer who is the subject of the report. In the case of medical information being sought for employment purposes, the consumer must explicitly consent to the release of the medical information in addition to authorizing the obtaining of a consumer report generally.



## **V. OBLIGATIONS OF USERS OF “PRE-SCREENED” LISTS**

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604©, 604(e), and 615(d). This practices is known as “pre-screening” and typically involves obtaining a list of consumers from a CRA who meet certain pre-established criteria. If any person

intends to use pre-screened lists, that person must, 1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and 2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- < Information contained in a consumer’s CRA file was used in connection with the transaction.
- < The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- < Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.

The consumer may prohibit the use of information in his or her file in connection with future pre-screened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. This statement must include the address and toll-free telephone number of the appropriate notification system.

## **VI. OBLIGATIONS OF RESELLERS**

Section 607(e) of the FCRA requires any person who obtains a consumer report for resale to take the following steps:

- < Disclose the identity of the end-user to the source CRA
- < Identify to the source CRA each permissible purpose for which the report will be furnished to the end user.

- < Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
  - 1) the identity of all end-users;
  - 2) certifications from all users of each purpose for which reports will be used; and
  - 3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

## **VII. LIABILITY FOR VIOLATIONS OF THE FCRA**

Failure to comply with the FCRA can result in state or federal enforcement actions, as well as private lawsuit. Sections 615, 617 and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

## **Consumer Report Disclosure Form**

### **Read This Carefully**

In connection with an application for employment (including contract for services) or employment with \_\_\_\_(*Organization Name*)\_\_\_\_ consumer reports may be obtained. The report may contain information that has a bearing on a person's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living.

If \_\_\_\_(*Organization Name*)\_\_\_\_ intends to take adverse action against any applicant or employee based on the information contained in a report, the applicant or employee will be notified in writing and will receive a copy of the consumer report and a written summary of the creditors rights before any adverse action is taken.

If adverse action is taken based on the information contained in a consumer report \_\_\_\_(*Organization Name*)\_\_\_\_ will notify the applicant/employee of the adverse action and that the consumer report was considered in that decision

An applicant or employee must give written consent for a consumer report to be obtained. If you consent that \_\_\_\_(*Organization Name*)\_\_\_\_ may obtain consumer reports regarding your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics and/or mode of living, please sign the Consent Form to Obtain Consumer Reports. The Consent Form is separate from this document.

# **AUTHORIZED USER SUBSCRIPTION AGREEMENT**

The undersigned member Beneficiary is a member in good standing with the Christian Brothers Risk Pooling Trust. The undersigned acknowledges that Christian Brothers Services is a party to a subscription agreement with Lease Plan U.S.A., Inc. (Hereinafter referred to as "Service Provider"). Service Provider has agreed to provide various services for Christian Brothers services through its worldwide computer network including vehicle request for reports.

The undersigned on behalf of the member Beneficiary wishes to avail itself of the services provided by Service Provider to Christian Brothers Services. The undersigned agrees to be bound by and comply with the reasonable procedures and instructions as set forth in the ePlan® website from time to time. The undersigned further agrees that its transmission of any request, order or instructions in connection with an ePlan® transaction over the name of one of the authorized signatures provided by the undersigned member Beneficiary shall be legally binding against the undersigned member Beneficiary and subject to the Georgia electronic Records and Signatures Act, O.C.G.A. §§ 10-21-1 et seq. And that the insertion of the name of one of the undersigned Member Beneficiary's authorized signatures in the ePlan® transmission shall constitute an "electronic signature" under such Act.

The undersigned Member Beneficiary agrees to notify Service Provider and Christian Brothers services immediately in writing of any changes in persons authorized herein.

The undersigned Member Beneficiary acknowledges that Services Provider owns and operates the website. All trademarks, service marks and trade names displayed on the website are proprietary to Service Provider, except as explicitly noted otherwise. The undersigned member Beneficiary may not:

- Copy, reproduce, republish, upload, post, transmit, or distribute in any way material from Service Provider's website or any website owed, operated, licensed or controlled by Service Provider, without Service Provider's and Christian Brothers Services' expressed written permission
- Copy, modify, or display Service Provider's or Christian Brothers Services' name, logo, text, or graphic images in any way without Service Provider's Expressed written permission; or
- Redeliver any of the pages, text, images or other content of Service Provider's website "framing" technology without Service Provider's expressed written permission.

**DISCLAIMERS.** Other than expressly set forth, Christian Brothers Services and Service Provider and its affiliates disclaim, to the fullest extent of the law, any warranty of any kind, whether express or implied, as to any matter whatsoever related to this service, including without limitation the implied warranties of merchantability, fitness for a particular purpose , and noninfringement.

**LIMITATION OF LIABILITY.** Christian Brothers Services and Service Provider and its affiliates are not liable under any circumstances for any special or consequential damages (including without limitation, damages for loss of business profits, business interruption, or loss of business information) that may result from the use of, or the inability to use, the materials on this site.

Christina Brothers Services and Service Provider and its affiliates are not liable for damages or injury, including but not limited to damages or injury caused by any performance, failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to , alteration of, or use of information.

**INDEMNIFICATION.** The undersigned Member Beneficiary hereby agrees to indemnify and hold harmless Christian Brother Service and the Christian Brothers Risk Pooling Trust from any and all liability that may arise from the undersigned Member Beneficiary's use of the services provided by Service Provider, including but not limited to any and all damages, costs, expenses, property damage, bodily injury or wrongful death, trademark infringement, copyright infringement, attorneys' fees and any ad all other damages that my arise.

**TERMINATION.** Either party may terminate this agreement at any time by notice to the other party.

\_\_\_\_\_  
Name of Member Beneficiary

By: \_\_\_\_\_  
A Duly Authorized Representative of Member Beneficiary

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Authorized User Identification ePlan Client/Member User List

**Location Code:** \_\_\_\_\_

**Client/Member  
Organization Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## Authorized ePlan Users

**Location Code:** \_\_\_\_\_

| Full Name | Title | Phone | E-mail | Circle User Role |    |    |
|-----------|-------|-------|--------|------------------|----|----|
|           |       |       |        | LA               | FS | LS |
|           |       |       |        | LA               | FS | LS |
|           |       |       |        | LA               | FS | LS |
|           |       |       |        | LA               | FS | LS |
|           |       |       |        | LA               | FS | LS |
|           |       |       |        | LA               | FS | LS |
|           |       |       |        | LA               | FS | LS |
|           |       |       |        | LA               | FS | LS |
|           |       |       |        | LA               | FS | LS |
|           |       |       |        | LA               | FS | LS |
|           |       |       |        | LA               | FS | LS |
|           |       |       |        | LA               | FS | LS |

### User Role\*

- LA=** Level Administrator, can perform all functions for the entire fleet under their sub location only  
**FS=** Fleet Spectator, can only view ePlan information for the entire fleet, cannot send or make changes  
**LS=** Level Spectator, can only view ePlan information for the fleet under that sub location



## MOTOR VEHICLE CERTIFICATION FORM

In compliance with the Fair Credit Reporting Act ("FCRA") and the Driver's Privacy Protection Act ("DPPA")  
\_\_\_\_\_ hereby certifies to Christian Brothers Services that it has complied or will comply with the following provisions:

**Prior to requesting a Motor vehicle report, \_\_\_\_\_ has or will:**

a) make a written, clear and conspicuous disclosure to the applicant/employee ("individual"), in a document consisting solely of that document, that a motor vehicle/consumer report ("Records") may be obtained for employment and/or company (vehicle) benefits purposes; b) obtain written authorization from the Individual; and c) provide such individual with a copy of the Federal Trade Commission's "Summary of Your Rights under the FCRA."

**For each Motor vehicle report, \_\_\_\_\_ will:**

- 1) provide to the Individual, before taking any adverse employment action with regard to that Individual, which is based in whole or in part of a Record, a copy of the Record and a description in writing of the rights of that Individual under the FCRA, as prescribed by the Federal Trade Commission ("Summary of Your Rights" form);
- 2) use the Record only for the Intended Uses (as described below) and at all times comply with the FCRA and DPPA and not use the information provided in the Record to violate any applicable federal or state law or regulation;
- 3) not, either directly or indirectly, itself or through any agent or third party: (a) request, compile, store, maintain or use the Record (including any of the information therein) to build its own database; (b) resell or transfer the Records (including any of the information therein); and (c) resell, transmit or otherwise make available to Individuals requesting their own Record (including any of the information therein) on or through the internet or other generally accessible network or delivery method;
- 4) in the event that an adverse employment action decision is at issue, notify the Individual that Christian Brothers Services did not make the adverse employment action decision at issue and is unable to provide the Individual with an explanation or specific reason as to why an adverse action was taken; and
- 5) maintain the confidentiality of the information contained in Records at all times. Information contained in Records shall not be distributed, sold or shared with any third party nor used by \_\_\_\_\_ in any way except as expressly authorized by law. \_\_\_\_\_ shall provide and maintain a secure environment to safeguard the Records to ensure the security and protection of the data in the Records from the divulgence or use of the Records not expressly permitted by this Certification. Minimum-security measures shall include controlling access to data storage and production areas, secure destruction of data and documents and other reasonable security measures.

\_\_\_\_\_ **acknowledges certifies and agrees that:**

- 1) Disclosure of such information may be cause for criminal and/or civil legal action against \_\_\_\_\_, its employees and any involved third party. Christian Brothers Services shall not be in any way responsible for defense of any such action. ***Pursuant to State and Federal law, any person who willfully and knowingly obtains, resells, transfer, or uses information in violation of law may be subject to criminal charges and/or liable to any injured party for treble damages, reasonable attorneys' fees, and costs. Other civil and criminal laws may also apply.***

\_\_\_\_\_ hereby acknowledges that it shall remain in compliance with all State and Federal laws.

\_\_\_\_\_ shall defend, indemnify and hold Christian Brothers Services and its employees and agents against any and all claims arising under this Certification made by any party, including, but not limited to, an aggrieved "individual."

- 2) It is the responsibility of \_\_\_\_\_ to be knowledgeable about and to comply with the FCRA, the DPPA and other applicable federal, state and local laws regulating the release and use of the Records. Christian Brothers Services does not undertake any obligation to advise \_\_\_\_\_ of its legal obligations.

***Under penalty of perjury, I attest that I shall not obtain, resell, transfer, or use the information in any manner prohibited by law. I understand that motor vehicle or driver records that are obtained, resold, or transferred for purposes prohibited by law may subject me to civil penalties under federal and state law. The undersigned agrees on behalf of \_\_\_\_\_ to abide by all of the above-stated provisions.***

Member Name: \_\_\_\_\_ Member Location Code: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_





## MOTOR VEHICLE CERTIFICATION FORM

In compliance with the Fair Credit Reporting Act ("FCRA") and the Driver's Privacy Protection Act ("DDPA") Client hereby certifies to Service Provider ("LeasePlan") that it has complied or will comply with the following provisions:

**Prior to requesting a Motor vehicle report, Client has or will:**

a) make a written, clear and conspicuous disclosure to the applicant/employee ("individual"), in a document consisting solely of that document, that a motor vehicle/consumer report ("Records") may be obtained for employment and/or company (vehicle) benefits purposes; b) obtain written authorization from the Individual; and c) provide such Individual with a copy of the attached Federal Trade Commission's "Summary of Your Rights under the FCRA."

**For each Motor vehicle report, Client will:**

- 1) provide to the Individual, before taking any adverse employment action with regard to that Individual, which is based in whole or in part on a Record, a copy of the Record and a description in writing of the rights of that Individual under the FCRA, as prescribed by the Federal Trade Commission ("Summary of Your Rights" form);
- 2) use the Record only for the Intended Uses (as described below) and at all times comply with the FCRA and DPPA and not use the information provided in the Record to violate any applicable federal or state law or regulation;
- 3) not, either directly or indirectly, itself or through any agent or third party: (a) request, compile, store, maintain or use the Record (including any of the information therein) to build its own database; (b) resell or transfer the Records (including any of the information therein); and (c) resell, transmit or otherwise make available to Individuals requesting their own Record (including any of the information therein) on or through the internet or other generally accessible network or delivery method;
- 4) in the event that an adverse employment action decision is at issue, notify the Individual that LeasePlan did not make the adverse employment action decision at issue and is unable to provide the Individual with an explanation or specific reason as to why an adverse action was taken; and
- 5) maintain the confidentiality of the information contained in Records at all times. Information contained in Records shall not be distributed, sold or shared with any third party nor used by Client in any way except as expressly authorized by law. Client shall provide and maintain a secure environment to safeguard the Records to ensure the security and protection of the data in the Records from the divulgence or use of the Records not expressly permitted by this Certification. Minimum-security measures shall include controlling access to data storage and production areas, secure destruction of data and documents and other reasonable security measures.

**Client acknowledges, certifies and agrees that:**

- 1) Disclosure of such information may be cause for criminal and/or civil legal action against the Client, its employees and any involved third party. The State shall not be in any way responsible for defense of any such action. ***Pursuant to State and Federal law, any person who willfully and knowingly obtains, resells, transfer, or uses information in violation of law may be subject to criminal charges and/or liable to any injured party for treble damages, reasonable attorneys' fees, and costs. Other civil and criminal laws may also apply.*** Client hereby acknowledges that it shall remain in compliance with all State and Federal laws. Client shall defend, indemnify and hold LeasePlan and its third party providers against any and all claims arising under this Certification.
- 2) LeasePlan (or its agents) may upon at least 5 days advance written notice audit Client's compliance of this Certification at reasonable times during business hours. The Client agrees to cooperate fully with the LeasePlan's auditors. The results of such audit shall be held in the strictest confidence by the parties and if such results reveal non compliance of the Client the costs of such audit and related travel and administrative tasks shall be at the Client's expense.
- 3) Periodically LeasePlan may provide Client copies of certifications, consumer consents, notices and summary of rights under the FCRA as well as other forms. However, it is the responsibility of the Client to be knowledgeable about and to comply with the FCRA, the DPPA and other applicable federal, state and local laws regulating the release and use of the Records. LeasePlan does not undertake any obligation to advise Client of its legal obligations. Client agrees to promptly execute and return to LeasePlan all documentation required, now or in the future, by any government agency or LeasePlan to permit release of information or to ensure compliance with applicable laws or regulations including LeasePlan's routine and specific audit requests to verify that requests are being sought for permissible purposes. The failure to return such documentation will result in Client being blocked from receiving the information related to the Records, and, in some circumstances, all service may be terminated without additional notice.

***Under penalty of perjury, I attest that I shall not obtain, resell, transfer, or use the information in any manner prohibited by law. I understand that motor vehicle or driver records that are obtained, resold, or transferred for purposes prohibited by law may subject me to civil penalties under federal and state law. The undersigned agrees on behalf of the Client to abide by all of the above-stated provisions.***

Client Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

# A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

The Federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every “consumer reporting agency (CRA).” Most CRAs are credit bureaus that gather and sell information about you - such as if you pay your bills on time or have filed bankruptcy - to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. 1681-1681lu, at the Federal Trade Commission’s web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn of those rights.

- < ***You must be told if information in your file has been used against you.*** Anyone who uses information from a CRA to take action against you - such as denying an application for credit, insurance, or employment - must tell you; and give you the name, address and telephone number of the CRA that provided the consumer report.
- < ***You can find out what is in your file.*** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You are also entitled to one free report every 12 months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to \$8.00.
- < ***You can dispute inaccurate information with the CRA.*** If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs - to which it has provided the data - of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA’s investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- < ***Inaccurate information must be corrected or deleted.*** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below), or cannot be verified. If your dispute results in

any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address, and telephone number of the information source.

- < ***You can dispute inaccurate items with the source of the information.*** If you tell anyone - such as a creditor who reports to a CRA - that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- < ***Outdated information may not be reported.*** In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- < ***Access to your file is limited.*** A CRA may provide information about you only to people with a need recognized by the FCRA - usually to consider an application with a creditor, insurer, employer, landlord, or other business.
- < ***Your consent is required for reports that are provided to employers, or reports that contain medical information.*** A CRA may not give out information about you unless your employer, or prospective employer, has your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- < ***You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.*** Creditors and insurers may use file information as the basis of sending you unsolicited offers of credit or insurance. Such offers must include a toll-free telephone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- < ***You may seek damages from violators.*** If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state and federal court.

The FCRA gives several different Federal Agencies authority to enforce the FCRA.

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| <b><u>For questions or concerns regarding:</u></b> | <b><u>Please contact:</u></b> |
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| CRAs, creditors, and others not listed below:   | Federal Trade Commission<br>Consumer Response Center-FCRA<br>Washington, DC 20580<br>202-326-3761                         |
| National Banks, federal branches/agencies<br>Of foreign banks (word “National” or Initials<br>“N.A.” appear in or after bank’s Name)        | Office of the Comptroller of the<br>Currency Compliance Management,<br>Mail Stop 6-6 Washington, DC 20219<br>800-613-6743 |
| Federal Reserve System Member Banks<br>(Except national banks, and federal<br>branches/agencies of foreign banks) Affairs                   | Federal Reserve Bank<br>Division of Consumer & Community<br>Washington, DC 20551<br>202-452-3693                          |
| Savings associations and federally chartered<br>Savings banks (word “Federal” or initials “F.S.B.”<br>appear in federal institution’s name) | Office of Thrift Supervision<br>Consumer Programs<br>Washington, DC 20552<br>800-842-6929                                 |

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| Federal credit unions (words “Federal Credit Union” appear institution’s name)                                      | National Credit Union Administration<br>1775 Duke Street<br>Alexandria, VA 22314<br>703-518-6360                       |
| State-chartered banks that are not members of the Federal Reserve System  | Federal Deposit Insurance Corporation<br>Div. of Compliance & Consumer Affairs<br>Washington, DC 20429<br>800-934-FDIC |
| Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission | Department of Transportation<br>Office of Financial Management<br>Washington, DC 20590                                 |
| Activities subject to the Packers and Stockyards Act, 1921  | Department of Agriculture<br>Office of Deputy Administrator-GIPSA<br>Washington, DC 20050<br>202-720-7051              |

## **(SAMPLE LETTER #1)**

This letter is to inform the applicant that a final decision has been made with regard to the information obtained via the motor vehicle report and any further investigation. It is recommended that a reasonable period of time be allowed between the two letters so that the applicant has an opportunity to challenge the information, if necessary. Five to seven days is considered reasonable.

Date

Name

Address

City, State, Zip

Dear (Applicant),

Please find enclosed a copy of the consumer report that you authorized us to conduct. Also, enclosed, for your information, is a Summary of Your Rights Under the Fair Credit Reporting Act.

A decision is currently pending concerning your application for employment. Please review the enclosed report and contact this office if you find that the information contained therein is inaccurate or incomplete.

Sincerely,

## (SAMPLE LETTER #2)

This letter must contain another copy of the Summary of Rights under the FCRA and information on how to dispute the report's findings. Finally, this second letter must also contain the name, address and phone number of the agency that provided the report to the employer.

Date

Name

Address

City, State, Zip

Dear (Applicant),

In reference to your application for employment, we regret to inform you that we are unable to further consider you for employment at this time. Our decision, in part, is the result of information obtained through the Consumer Reporting Agency (CRA) identified below.

The CRA did not make the adverse hiring decision, and will be unable to explain why the decision was made. However, you have the right to contact the CRA listed below to dispute any information contained in the report that you believe may be inaccurate or incomplete. Enclosed is a Summary of Your Rights Under the Fair Credit Reporting Act.

The agency used to obtain this report is:

Name/Address Lease Plan USA  
5350 Keystone Court  
Rolling Meadows, IL 60008

Telephone #: 800-323-6644  
Fax #: 1-847-640-3977

Sincerely,

## **SAMPLE POLICY**

### **PURPOSE**

The purpose of this policy is to outline the procedure for conducting consumer reports on applicants and/or employees. Consumer reports include, but are not limited to, credit checks, criminal background checks, reference checks, driving records and motor vehicle reports. This policy was instituted to enable our organization to hire and retain the best qualified applicants and employees as well as to continue to promote a safe and fiscally responsible working atmosphere for the members of our organization.

### **POLICY**

A motor vehicle report will be conducted on all individuals who apply for employment. All newly hired or rehired full and part-time employees are employed conditionally pending the review of the motor vehicle report and any resulting additional investigation.

An applicant's offer of employment may be withdrawn, or if the person is already employed, the individual's employment may be terminated at the discretion of the department supervisor and the \_\_\_\_\_.

Information obtained through motor vehicle checks will be kept as confidential as the individual situation warrants. Records of the results of motor vehicle checks will be disposed of in a manner that is reasonable and appropriate to prevent unauthorized access to, or the use of, information contained therein.

### **PROCEDURE**

A summary of rights under the Fair Credit Reporting Act (FCRA) will be provided to all applicants as part of the application process. All applicants will be required to complete and sign an Acknowledgment and Authorization of rights under the FCRA. Participation in this process is mandatory and is a condition of employment. The refusal to consent to the motor vehicle check or to provide accurate information for use during such motor vehicle check may result in the denial of an application for employment, or if the individual is already employed, may result in termination of employment at the discretion of the \_\_\_\_\_.

Once completed, the Office of \_\_\_\_\_ will provide the required paperwork to a reputable outside entity that will initiate a motor vehicle check on our behalf. In the interim period, the hiring manager (may??/may not??) extend a contingent offer of employment to the applicant.

The results of the motor vehicle check will be returned to the Office of \_\_\_\_\_ for review. In the event that a motor vehicle check reveals negative information, the Vice President for Human Resources and the manager of the applied-for position, or his/her designee, may consider the following factors in reaching a decision of whether or not to hire the individual or whether or not to continue the individual's employment (in cases where the individual is hired contingently):

- The nature and severity of the infraction;
- The date of the offense relative to the date of the employment application;
- The individual's age at the time of the offense; and
- The position for which the individual has applied.

Applicants for employment will be informed of the results of the motor vehicle check in conformity with the requirements of the FCRA.



### **Additional Procedures Should Be Considered**

#### **Disposal Rule**

On June 1, 2005, a new federal rule within the Fair and Accurate Credit Transaction Act (FACTA) was issued that address the disposal of consumer information. The Disposal Rule requires businesses and individuals to take appropriate measures to dispose of sensitive information derived from consumer reports, such as motor vehicle reports. Any business or individual who uses a consumer report for a business purpose is subject to the requirements of the Disposal Rule.

The Disposal Rule requires disposal practices that are reasonable and appropriate to prevent the unauthorized access to, or use of information in a consumer report. For Example, reasonable measures for disposing of consumer report information could include establishing and complying with policies to burn or shred papers containing consumer report information so that the information cannot be read or reconstructed; destroying or erasing electronic files or media containing consumer report information so that the information cannot be read or reconstructed; or conducting due diligence and hiring a document destruction contractor to dispose of material specifically identified as consumer report information consistent with the rule.

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