

Oregon Revised Statutes

Title 50 – Trade Regulations and Practices

Chapter 646A – Trade Regulation

§ 646A.602 Definitions for ORS 646A.600 to 646A.628.

As used in *ORS 646A.600 to 646A.628*:

(1)(a) Breach of security" means unauthorized acquisition of computerized data that materially compromises the security, confidentiality or integrity of personal information maintained by the person.

(b) Breach of security" does not include good-faith acquisition of personal information by a person or that person's employee or agent for a legitimate purpose of that person if the personal information is not used in violation of applicable law or in a manner that harms or poses an actual threat to the security, confidentiality or integrity of the personal information.

(2) Consumer" means an individual who is also a resident of this state.

(3) Consumer report" means a consumer report as described in section 603(d) of the federal Fair Credit Reporting Act (*15 U.S.C. 1681a(d)*), as that Act existed on October 1, 2007, that is compiled and maintained by a consumer reporting agency.

(4) Consumer reporting agency" means a consumer reporting agency as described in section 603(p) of the federal Fair Credit Reporting Act (*15 U.S.C. 1681a(p)*) as that Act existed on October 1, 2007.

(5) Debt" means any obligation or alleged obligation arising out of a consumer transaction, as defined in *ORS 646.639*.

(6) Encryption" means the use of an algorithmic process to transform data into a form in which the data is rendered unreadable or unusable without the use of a confidential process or key.

(7) Extension of credit" means the right to defer payment of debt or to incur debt and defer its payment offered or granted primarily for personal, family or household purposes.

(8) Identity theft" has the meaning set forth in *ORS 165.800*.

(9) Identity theft declaration" means a completed and signed statement documenting alleged identity theft, using the form available from the Federal Trade Commission, or another substantially similar form.

(10) Person" means any individual, private or public corporation, partnership, cooperative, association, estate, limited liability company, organization or other entity, whether or not organized to operate at a profit, or a public body as defined in *ORS 174.109*.

(11) Personal information":

(a) Means a consumer's first name or first initial and last name in combination with any one or more of the following data elements, when the data elements are not rendered unusable through encryption, redaction or other methods, or when the data elements are encrypted and the encryption key has also been acquired:

(A) Social Security number;

(B) Driver license number or state identification card number issued by the Department of Transportation;

(C) Passport number or other United States issued identification number; or

(D) Financial account number, credit or debit card number, in combination with any required security code, access code or password that would permit access to a consumer's financial account.

(b) Means any of the data elements or any combination of the data elements described in paragraph (a) of this subsection when not combined with the consumer's first name or first initial and last name and when the data elements are not rendered unusable through encryption, redaction or other methods, if the information obtained would be sufficient to permit a person to commit identity theft against the consumer whose information was compromised.

(c) Does not include information, other than a Social Security number, in a federal, state or local government record that is lawfully made available to the public.

(12) Redacted" means altered or truncated so that no more than the last four digits of a Social Security number, driver license number, state identification card number, account number or credit or debit card number is accessible as part of the data.

(13) Security freeze" means a notice placed in a consumer report, at the request of a consumer and subject to certain exemptions, that prohibits the consumer reporting agency from releasing the consumer report for the extension of credit unless the consumer has temporarily lifted or removed the freeze.

§ 646A.606 Security freeze; requirements; effect.

(1) A consumer may elect to place a security freeze on the consumer's consumer report by sending a written request to a consumer reporting agency at an address designated by the agency to receive such requests, or a secure electronic request at a website designated by the agency to receive such requests if such method is made available by the consumer reporting agency at the agency's discretion.

(2) If the consumer is the victim of identity theft or has reported to a law enforcement agency the theft of personal information, the consumer may include a copy of the police report, incident report or identity theft declaration.

(3) The consumer must provide proper identification and any fee authorized by *ORS 646A.610*.

(4) Except as provided in *ORS 646A.614*, if a security freeze is in place, information from a consumer report may not be released without prior express authorization from the consumer.

(5) This section does not prevent a consumer reporting agency from advising a third party that a security freeze is in effect with respect to the consumer report.

§ 646A.608 Deadline for placement of security freeze; confirmation; personal identification number; lifting and removal; fees.

(1) A consumer reporting agency shall place a security freeze on a consumer report no later than five business days after receiving from the consumer:

(a) The request described in *ORS 646A.606 (1)*;

(b) Proper identification; and

(c) A fee, if applicable.

(2) The consumer reporting agency shall send a written confirmation of the security freeze to the consumer, to the last known address for the consumer as contained in the consumer report maintained by the consumer reporting agency, within 10 business days after placing the freeze and, with the confirmation, shall provide the consumer with a unique personal identification number or password or similar device to be used by the consumer when providing authorization for release of the consumer's consumer report for a specific period of time or for permanently removing the security freeze. The consumer reporting agency shall also include with such written confirmation information regarding the process of lifting a freeze, and the process

of temporarily lifting a freeze for allowing access to information from the consumer's credit report for a period of time while the freeze is in place.

(3) If a consumer wishes to allow the consumer's consumer report to be accessed for a specific period of time while a freeze is in effect, the consumer shall contact the consumer reporting agency using a point of contact designated by the consumer reporting agency, request that the freeze be temporarily lifted and provide the following:

(a) Proper identification;

(b) The unique personal identification number or password or similar device provided by the consumer reporting agency pursuant to subsection (2) of this section;

(c) The information regarding the time period for which the consumer report shall be available to users of the credit report; and

(d) A fee, if applicable.

(4) A consumer reporting agency that receives a request from the consumer to temporarily lift a freeze on a credit report pursuant to subsection (3) of this section shall comply with the request no later than three business days after receiving from the consumer:

(a) Proper identification;

(b) The unique personal identification number or password or similar device provided by the consumer reporting agency pursuant to subsection (2) of this section;

(c) The information regarding the time period for which the consumer report shall be available; and

(d) A fee, if applicable.

(5) A security freeze shall remain in place until the consumer requests, using a point of contact designated by the consumer reporting agency, that the security freeze be removed. A consumer reporting agency shall remove a security freeze within three business days of receiving a request for removal from the consumer, who provides:

(a) Proper identification;

(b) The unique personal identification number or password or similar device provided by the consumer reporting agency pursuant to subsection (2) of this section; and

(c) A fee, if applicable.

(6) No later than December 31, 2008, the Director of the Department of Consumer and Business Services shall report to the chairs of the legislative committees that considered *ORS 646A.600 to 646A.628* concerning the minimum amount of time necessary, using current technology, to place, temporarily lift or remove a freeze on a consumer report, and to verify a consumer's identity. If the chair of any legislative committee is vacant at the time of making the report, the report shall also be made to the President of the Senate and the Speaker of the House of Representatives.

§ 646A.610 Permissible fees.

(1) A consumer reporting agency may not charge a fee to a consumer who is the victim of identity theft or who has reported to a law enforcement agency the theft of personal information, provided the consumer has submitted to the consumer reporting agency a copy of a valid police report, incident report or identity theft declaration.

(2) A consumer reporting agency may charge a reasonable fee of no more than \$ 10 to a consumer, other than a consumer described in subsection (1) of this section, for each freeze, temporary lift of the freeze, removal of the freeze or replacing a lost personal identification number or password previously provided to the consumer, regarding access to a consumer credit report.

§ 646A.612 Conditions for lifting or removing security freeze.

A consumer reporting agency shall temporarily lift or remove a freeze placed on a consumer's credit report only in the following cases:

(1) Upon the consumer's request, pursuant to *ORS 646A.608 (3)* or (5).

(2) If the consumer's credit report was frozen due to a material misrepresentation of fact by the consumer, the consumer reporting agency may remove the security freeze. If a consumer reporting agency intends to remove a freeze upon a consumer's credit report pursuant to this subsection, the consumer reporting agency shall notify the consumer in writing at least five business days prior to removing the freeze placed on the consumer report.

§ 646A.614 Effect of security freeze on use of consumer reports.

The provisions of *ORS 646A.606* to *646A.610* do not apply to the use of a consumer report by or for any of the following:

(1) A person, or the person's subsidiary, affiliate, agent or assignee with which the consumer has or, prior to assignment, had an account, contract or debtor-creditor relationship for the purposes of reviewing the account or collecting the financial obligation owing for the account, contract or debtor-creditor relationship. For purposes of this subsection, "reviewing the account" includes activities related to account maintenance, monitoring, credit line increases and account upgrades and enhancements;

(2) Any person acting pursuant to a judgment, court order, warrant or subpoena;

(3) A federal, state or local governmental entity, including a law enforcement agency or court, or their agents or assignees, acting to investigate fraud or acting to investigate or collect delinquent taxes or unpaid judgments or court orders or to fulfill their statutory or regulatory duties provided such responsibilities are consistent with a permissible purpose under section 604 of the federal Fair Credit Reporting Act (*15 U.S.C. 1681b*) as that Act existed on October 1, 2007;

(4) The use of credit information for the purposes of prescreening as provided by the federal Fair Credit Reporting Act (*15 U.S.C. 1681 et seq.*) as that Act existed on October 1, 2007;

(5) Any person for the sole purpose of providing a credit file monitoring subscription service, or similar service to which the consumer has subscribed;

(6) A consumer reporting agency for the sole purpose of providing a consumer with a copy of the consumer's consumer report upon the consumer's request;

(7) Any person or entity for the use of setting or adjusting rates, for claims handling or underwriting for insurance purposes, to the extent permitted by law;

(8) A subsidiary, affiliate, agent, assignee or prospective assignee of a person to whom access has been granted under *ORS 646A.608 (3)* for purposes of facilitating the extension of credit or other permissible use;

(9) A child support agency acting pursuant to Title IV-D of the Social Security Act (*42 U.S.C. 651 et seq.*) as that Act existed on October 1, 2007; and

(10) A person for the sole purpose of screening an applicant for a residential dwelling unit as described in *ORS 90.295 (1)*.

§ 646A.616 Effect of request for consumer report subject to security freeze.

If a third party requests access to a consumer report on which a security freeze is in effect, the request is in connection with an application for credit or any other use, the consumer does not allow the consumer's consumer report to be accessed for that period of time, and the third party cannot obtain the consumer report through *ORS 646A.614*, the third party may treat the application as incomplete.

§ 646A.618 Prohibition on changes to consumer report subject to security freeze; entities subject to requirement to place security freeze.

(1) If a security freeze is in place, a consumer reporting agency shall not change any of the following official information in a consumer credit report without sending a written confirmation of the change to the consumer within 30 days of the change being posted to the consumer's report: name, date of birth, Social Security number and address. Written confirmation is not required for technical modifications of a consumer's official information, including name and street abbreviations, complete spellings or transposition of numbers or letters. In the case of an address change, the written confirmation shall be sent to both the new address and to the former address.

(2) The following entities are not required to place a security freeze on a credit report:

(a) A consumer reporting agency that acts only as a reseller of credit information by assembling and merging information contained in the database of another consumer reporting agency or multiple consumer reporting agencies, and does not maintain a database of credit information from which new consumer credit reports are produced. However, a consumer reporting agency acting as a reseller shall honor any security freeze placed on a consumer report by another consumer reporting agency.

(b) A check services or fraud prevention services company that issues reports on incidents of fraud or authorizations for the purpose of approving or processing negotiable instruments, electronic funds transfers or similar methods of payments.

(c) A deposit account information service company that issues reports regarding account closures due to fraud, substantial overdrafts, ATM abuse or similar negative information regarding a consumer, to inquiring banks or other financial institutions for use only in reviewing a consumer request for a deposit account at the inquiring bank or financial institution.