

# Your PBA Reclaim Plan

## Terms Of Business





These Terms of Business should be read in conjunction with Your PBA Reclaim Agreement. The information in this booklet may help You understand the service We will provide to You whilst on Your PBA Reclaim Plan with MoneySave Solutions.

MoneySave Solutions is a trading style of Pentagon (UK) Limited, the largest UK provider of face-to-face debt negotiation and settlement solutions on a commercial basis. We have been successfully negotiating with leading lenders since 1996 and have established over 300,000 arrangements with over 3,700 creditors.

MoneySave Solutions is regulated by the Claims Management Regulator in respect of regulated claims management activities (CRM28968). Our status can be checked at [www.justice.gov.uk/claims-regulation](http://www.justice.gov.uk/claims-regulation). Packaged Bank Accounts are commonly known by the initials PBA and cover products provided for Bank Account fees, such as car breakdown cover, travel insurance, mobile phone insurance etc.

We are committed to providing high quality support services throughout what can be a very time consuming and protracted process. We will discuss the pros and cons of You directly using the Ombudsman scheme or other official means of obtaining redress to process Your claim at the outset. You have a right to cancel Your PBA Reclaim Agreement at any time.

Our commitment is to only pursue a claim where it is in Your best interests to do so, including obtaining proof that a PBA sale occurred.

We also provide commercial debt adjustment and commercial debt counselling services under the supervision of the Financial Conduct Authority (FCA). It is Our experience that some clients We meet for a PBA Review have outstanding debts and that compensation will not be 'cash in hand', but can also take the form of:

- A reduction in the balance outstanding
- A reduction in debt arrears

As a directly authorised business under the supervision of the Financial Conduct Authority (FCA), We are committed to treating customers fairly and will undertake a holistic financial review of a client's needs as part of the PBA Review process, which may include a review of suitable financial products for your needs.

We have recognised that many of Our clients have taken out PBA products without realising it, needing it or wanting it. As part of Our commitment to getting the best possible resolution, MoneySave Solutions will seek to recover your fee payments, with interest, as compensation.

We have a duty of care to act in Your best interests and Our complaint policy includes redress to independent third parties should You be unhappy with our services. This can be found at [www.moneysavesolutions.com/bank-reclaims](http://www.moneysavesolutions.com/bank-reclaims).

**This booklet contains the following information:**

- MoneySave Solutions Client Charter
- Our Complaint Procedure in respect of regulated claims management services
- Glossary of terms to help You understand Your PBA Reclaim Agreement with Us
- Our Privacy Policy and Data Protection Statement

Your financial and personal wellbeing is very important to Us and We set very high standards of professional conduct to ensure that Our many thousands of clients get the best possible service from MoneySave Solutions.

Our Client Charter sets out Our commitment to You, including Your rights to cancel at any time or to complain if You are dissatisfied with Our service.

**As part of Our commitment to serving You We promise:**

- To only pursue a claim where it is in Your best interests to do so and to act fairly and reasonably at all times. We will advise You at the earliest opportunity if any credit agreement that You have asked Us to act upon fails this criteria
- To provide You, on request and free of charge, with a copy of any information and documentation relevant to Your account and ensure that the information given is clear, transparent and not misleading.
- To fully disclose all Fees payable and provide illustrations of these where estimates only can be provided at the outset of the agreement
- To disclose, on request, referral commissions paid to agents or exempt introducers related to Your introduction to Us
- To disclose any relationships with third parties involved in the process, including solicitors
- To preserve Your confidentiality and only use Your information as set out in Our Privacy Policy and Data Protection Statement. Your consent will be sought for use of Your information for any other purposes and this will be held on record
- To comply with all applicable law and to conform to the relevant advertising codes ([www.cap.org.uk/cap/codes](http://www.cap.org.uk/cap/codes))
- To comply with any and all regulators as We are regulated by the Claim Management Regulator in respect of claims management activities
- To ensure that all Our employees and agents are fully trained to provide the service You deserve.
- To ensure that all Our employees and agents are fully trained to deal with vulnerable clients
- To keep You fully informed of progress at every stage of the process and provide a claims documentation repository, for future reference
- To promptly advise You of any requirements concerning each claim and any request to Us for further information from third parties
- To keep the money paid to Us, that We receive on Your behalf, in a separate Client Account and to pay it to You (net of Our Fees) within five working days of clearance
- To inform Your PBA providers (who We are dealing with) within seven (7) days that We are no longer acting for You In the event that you withdraw from the PBA Review Plan
- To return copy documentation to You at the end of Your PBA Review Plan or upon termination, should You so require
- To deal with any direct Client complaint or from an authorised third party in accordance with our written complaints procedure available at [www.moneysavesolutions.com/bank-reclaims](http://www.moneysavesolutions.com/bank-reclaims)

We are committed to providing claims management services of the highest quality and we take any complaint about our service very seriously. If you feel that we haven't lived up to your expectations in any way, we would like to know so that we can promptly address your concerns. We are dedicated to reaching an equitable solution and a speedy redress to any material complaint.

In accordance with Claims Management Regulation Complaint Handling Rules 2015, we have a written Complaints Procedure. These rules are made by the Regulator pursuant to Regulation 23(c) of The Compensation (Claims Management Services) Regulations 2006. An eligible complainant is a person using a service provided by Pentagon (UK) Limited, trading as MoneySave Solutions, that is regulated under the Compensation Act 2006.

To voice your concerns, please follow our 2 step procedure below.

### Step 1 – Let Your usual point of contact know

Inform Us of Your concern and how You think it could be resolved by:

1. Calling Your Personal Case Manager on 01234 83 67 67 Monday to Friday 8.30am to 9pm; **OR**
2. Email [complaints@moneysavesolutions.com](mailto:complaints@moneysavesolutions.com) quoting your client-id; **OR**
3. Writing to: Client Services Manager, 7 Franklin Court, Stannard Way, Priory Business Park, Bedford, MK44 3JZ quoting your client-id

We will do all we can to resolve your complaint by the end of the next business day from date of receipt of the complaint or expression of dissatisfaction. If we can't do this, we will write to you within two (2) working days of receipt of your complaint to tell you what we have done to resolve the problem, or acknowledge your complaint and let you know when you can expect a full response. We will also let you know the name and contact details of the person or team dealing with your case.

### Step 2 – Legal Ombudsman Service

If We have not issued Our "Final Response" within eight (8) weeks from the date You first raised Your complaint, or if You remain dissatisfied with Our response, You can ask The Legal Ombudsman for a review. The Legal Ombudsman will only consider Your complaint once You have tried to resolve it with Us, so please take up Your concerns with Us initially and We will do all We can to help. You have to register Your complaint with the Legal Ombudsman within six (6) months of Our sending You Our "Final Response" letter.

The Legal Ombudsman will only intervene once all steps of Our in-house complaints procedure have been followed. The Legal Ombudsman can review the handling of the complaint and give a direction on further handling of the complaint. If We are unable to help You, then You can have the complaint independently looked at by the Legal Ombudsman.

The Legal Ombudsman can investigate complaints up to six years from the date of the problem happening or within three years of when You found out about the problem. If You wish to refer Your complaint to the Legal Ombudsman this must be done within six months of Our final response to Your complaint. If You would like more information about the Legal Ombudsman their contact details are as follows:

Visit their Website [www.legalombudsman.org.uk/cmc](http://www.legalombudsman.org.uk/cmc) or Call 0300 555 0333 between 8.30am to 5.30pm. Calls to 03 numbers will cost no more than calls to national geographic numbers (starting 01 or 02) from both mobiles and landlines. Calls are recorded and may be used for training and monitoring purposes For minicom call 0300 555 1777

You can email them at [cmc@legalombudsman.org.uk](mailto:cmc@legalombudsman.org.uk) or write to them at the following address: Legal Ombudsman PO Box 6804, Wolverhampton, WV1 9WG

Do not send original documents to the Legal Ombudsman. They will scan any documents You send Us to make computer copies and then destroy the originals.

We all know that legal agreements are not always the easiest documents to understand, so this glossary is designed to help You understand what You and We are agreeing to.

**Cleared Funds**

Means any monies which We have received into Our Client Account from a PBA Provider.

**Client Account**

The account where monies held on behalf of You are kept in respect of regulated income and which cannot be used for Our own business purposes. This account is non-interest bearing.

**Compensation**

Means any one or more of the following or a combination of them:

- i. A refund either direct to Your bank account or by cheque
- ii. A refund either direct to Our Client Account or by cheque
- iii. A reduction in the balance outstanding
- iv. A reduction in debt arrears

If You independently accept Compensation from a PBA Provider based upon a claim lodged by Us and upheld by the PBA Provider then You remain liable for Our Fees based upon the nature of the Compensation settlement.

**Cooling off period**

The period of fourteen calendar days between Your signing of Your PBA Reclaim Agreement and Us starting to act for You. During this period You have the right to cancel this agreement.

**Fees**

Our fees in respect of Success Fees and Final Settlement Fees. Should Compensation be paid direct to You or credited to an outstanding account with the PBA Provider making a Compensation settlement then We will raise a sales invoice to You for the applicable Fee for that claim, as set out on Your PBA Reclaim Agreement. If the Fee is not paid within the terms set out on the sales invoice then We reserve the right to commence Our debt recovery process and this may result in a Notice being issued to terminate the agreement.

You will remain liable for any Fees due on Compensation paid by other PBA Providers where a claim has been lodged with Us, in accordance with the Notice of Termination clause below.

**Final Settlement Services**

The Service by which We negotiate with Your Creditors to achieve a full and final settlement of one or more of Your debts on Your Financial Health Check using Compensation payments by one or more of Your PBA Providers.

**Financial Health Check**

The form or statement-of-affairs detailing Your creditors that was completed during Your meeting with Our regional agent, over the telephone or online. This forms the basis of Our negotiations with Your PBA providers and provides information that will pre-populate some of the FOS PBA Questionnaire.

**Letter of Authority**

This is the letter signed by You that We send to each PBA Provider informing them that You give Us authority to act on Your behalf.

It needs to be signed by You and any additional account holder, where applicable. If You had a different name at the time the PBA was taken out then this name needs to be included to assist the PBA Provider with locating and reconciling Your information. The authority will endure until this agreement is terminated.

The authority allows Us to make specific regulatory requests for information (e.g. Data Subject Access Request under the Data Protection Act 1998. We also request that Compensation is paid to Us by the PBA Provider.

### Notice of Termination

You may cancel this agreement at any time either by writing to Our Client Services Manager at Our head office or by calling 0330 33 22 300.

If You do not fulfil Your agreement with Us We may terminate Your agreement. The circumstances in which We may terminate this agreement are:

- i. You repeatedly fail to comply with requests for information or documentation where this is fundamental to the delivery of the service; or
- ii. You become bankrupt or file a bankruptcy petition; or
- iii. You fail to pay Our Fees on one or more of the accounts that You have authorised Us to act upon despite repeated reminders and offers of payment assistance.

We will give You at least four (4) weeks notice in writing with a right of appeal that should be addressed to Our Client Services Manager.

### Notices

In certain circumstance You may need to contact Us or We may need to contact You formally to give the other notice in relation to this Agreement (e.g. Notice of Termination). All notices sent under this Agreement shall be valid if sent by second-class post.

### Payment Method

The payment methods offered by Us to pay Your PBA Reclaim Plan fees, which will be set out on Our sales invoice to You and any supporting statements. Payments can be made over the telephone, online and by post.

### PBA Providers

The businesses with whom You have entered into PBA and from whom You are seeking Compensation, where We hold a Letter of Authority. We require to have an up-to-date Letter of Authority on record for each account that We are acting upon.

### PBA Reclaim Agreement

The Agreement which forms the contract between You and Us for the provision of the services to You.

### PBA Reclaim Service

The Services which We provide to You in negotiating with Your PBA Providers and managing Your reclaim from them. Strict performance describes what happens if We choose not to enforce all Our rights.

### Success Fee

The Fee payable to Us either directly by You following Our sales invoice or from a deduction in the payment made by the PBA Provider into Our Client Account, as set out in the Fee clause of the PBA Reclaim Agreement relating to the Compensation award by the PBA Provider.

### Term

The agreement will start from the date You sign this agreement and will terminate upon completion of the PBA Review Plan or You or We terminate this agreement, in accordance with the Termination provisions of this agreement.

### Termination

Cancellation of Your PBA Reclaim Plan in accordance with the Termination clause of Your PBA Reclaim Agreement or DMA and as set out in Notice of Termination.

**Value Added Tax or VAT**

All Fees are exclusive of any applicable value added tax (VAT) where We have provided debt negotiation services as set out on the HMRC website. Where debt negotiation services have not been provided then VAT will be applicable to our sales invoice.

**Variation**

Our right to vary the terms of this Agreement and give You written prior notice of any changes.

**We, Our or Us**

Pentagon (UK) Limited, trading as MoneySave Solutions, and its appointed regional agents.

**You or Your**

The clients named on the front of Your PBA Reclaim Agreement who are signatories to this agreement.

## Data Protection Act 1998 - How We will use Your information

Please read the following section carefully, as it explains what personal information We collect about You and how We use this information.

Pentagon (UK) Limited, trading as MoneySave Solutions and its associated companies will use information only to contact You to discuss the provision of PBA Reclaim Services and related services.

Where the service You have requested is provided on Our behalf by a third party We will notify You of that fact. We will treat all Your Personal Information (as defined by the Data Protection Act 1998 as amended from time to time) as confidential (although We reserve the right to disclose this information in the circumstances set out below). We will keep it on a secure server and We will fully comply with all applicable UK data protection and consumer legislation from time to time in place.

Where You provide the name(s) or other personal information You confirm that You have their consent to do so for the purposes set out in Our Privacy Policy.

Any information We collect and hold is used to help Us improve the quality of Our service, including electronic call recordings and secure messages between You and Us. We confirm that any Personal Information which We collect about You, from which We can identify You, is held in accordance with the registration We have with the Information Commissioner's Office. We use Your information only for the following purposes:

- i. Provision of Claims Management Services
- ii. Provision of debt negotiation and adjustment services
- iii. Debt administration and factoring
- iv. Undertaking Know Your Client (KYC) checks
- v. To administer Our websites
- vi. Accounts and records
- vii. For the prevention and detection of crime and the prosecution of offenders
- viii. Advertising, Marketing and Public Relations on Our own behalf or on behalf of third parties (subject to Your consent)

When We contact You and collect Personal Information from You, You will be given the option to receive information from Pentagon (UK) Limited, trading as MoneySave Solutions, or its business partners by post, email, SMS or telephone, about products, promotions or special offers which We feel may be in Your best interests. In the event that You do not wish to be contacted for such purposes, You will be given the opportunity to opt out of receiving information about such products, promotions or special offers from Us or Our trusted business partners. We will not release Your Personal Information or that of any family/household members to any company outside of Pentagon (UK) Limited for mailing or marketing purposes without Your or their consent.

You may unsubscribe from Our mail, email, telephone or SMS contact list at any time by replying to a promotional email or SMS message with the word "STOP" in the subject line; by emailing Us at [privacy@pentagonuk.co.uk](mailto:privacy@pentagonuk.co.uk) or telephoning Us on 01234 836767 between 9:00 am and 5:00 pm.

Your Personal Information may be disclosed to other businesses within the Pentagon (UK) Limited group and to reputable third parties who will help process any account You may have with Us. Pentagon (UK) Limited requires all such third parties to treat Your personal information as fully confidential and to fully comply with all applicable UK data protection and consumer legislation from time to time in place.

You should be aware that if We are requested by the police or government authority investigating Your Personal Information and/or User Information, We may be legally required to provide it to them.

We may use Cookies to personalise Your experience on Your MoneySave Solutions Account and so that You may retrieve Your details at any time - if You do not accept Cookies You may be unable to use these facilities on Our Website. We will seek Your permission before setting Cookies.

You have a right to receive a copy of the personal data that We hold about You. We have the discretion to make a charge of £10.00 towards the cost of administration.

To obtain a copy of the personal information We hold on You, please write to Us at the address below or call Us on 01234 836352 and provide Us with Your details or ask for a Data Subject Access Request form. Questions regarding this Policy should be directed to:

Data Protection Officer  
Pentagon (UK) Limited  
7 Franklin Court  
Stannard Way  
Priory Business Park  
Bedford MK44 3JZ

### About Cookies

Cookies are pieces of information that a website transfers to Your computer's hard disk for record-keeping purposes. Cookies can make the Web more useful by storing information about Your preferences on a particular site, such as Your personal preference pages.

The use of cookies is an industry standard, and most websites use them to provide useful features for their customers. Cookies in and of themselves do not personally identify users, although they do identify a user's computer. Most browsers are initially set to accept cookies. If You would prefer, You can set Yours to refuse cookies. However, You may not be able to take full advantage of a website if You do so.

By using Our site You have given Us Your consent to set these cookies on Your machine.

### Analytics Cookies

`__utma`, `__utmb`, `__utmc`, `__utmz`

These cookies allow Us to count page visits and traffic sources so We can measure and improve the performance of Our site, using a service provided by Google Analytics.

### Functional Cookies

#### **ASP.NET\_SessionId**

This cookie is used to enable core site functionality. It does not contain any personal information and is automatically deleted when You close Your browser.

#### **mstracker.fref**, **mstracker.referrer**, **mstracker.remotest**

These cookies anonymously track if You have come from another website or advertising campaign and allow Us to personalise the contact form to make sure Your enquiry goes to the right person.

#### **moneysavecookie**

This cookie is used to track if You are viewing the mobile or desktop version of Our site.



# MoneySave

## Solutions

### **MoneySave Solutions**

7 Franklin Court

Stannard Way

Priory Business Park

Bedford MK44 3JZ

[www.moneysavesolutions.com](http://www.moneysavesolutions.com)

MoneySave Solutions is a trading style of Pentagon (UK) Limited. Registered in England & Wales at 7 Franklin Court, Priory Business Park, Bedford MK44 3JZ. Reg. No. 03267970

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