

Your PPI Reclaim Plan

Terms Of Business



These Terms of Business should be read in conjunction with Your PPI Reclaim Agreement. The information in this booklet may help You understand the service We will provide to You whilst on Your PPI 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), specifically Payment Protection Insurance reclaims. Our status can be checked at www.justice.gov.uk/claims_regulation. Payment Protection Insurance, also called loan protection and commonly known by the initials PPI, covers debt repayment on loans, mortgages and credit cards in specific circumstances such as redundancy or sickness.

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 PPI Reclaim Agreement at any time.

Our experience is that Our existing clients have, on average, over seven (7) unsecured creditors and that when they make use of Our PPI Reclaim Services they make a claim against several of these creditors for mis-selling of PPI Or Unfair Relationship on accounts that haven't yet been settled (i.e. they are still making loan repayments and sometimes insurance premium payments). Our commitment is to only pursue a claim where it is in Your best interests to do so, including obtaining proof that a PPI 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 many clients We meet for a PPI Review have not repaid loans in full 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 future repayment instalments
- 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 PPI Review process, which may include assessing Your income protection needs (e.g. where payment protection cover has been dropped or You are still paying premiums).

We have recognised that many of Our clients have taken out PPI insurance without realising it, needing it, wanting it or being eligible to claim under it. As part of Our commitment to getting the best possible resolution, MoneySave Solutions will seek to recover your premium payments, with interest, as Compensation. This will be used to reduce your overall debt and, where applicable, get You debt free more quickly and at a lower cost than otherwise would be the case.

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

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 PPI 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)
- To comply with any and all regulators as We are regulated by the Claims Management Regulator in respect of regulated Claims Management activities
- To comply with the Financial Ombudsman Service (FOS) and Financial Services Compensation Scheme (FSCS) rules on complaint handling in respect of PPI Reclaims
- To comply with the Financial Conduct Authority (FCA) Principles of Business and their consumer credit sourcebook (CONC).
- 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 PPI 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 PPI Review Plan
- To return copy documentation to You at the end of Your PPI 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

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. We shall address all complaints using our absolute discretion to determine the admissibility of the complaint and any action to be taken.

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 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 have the right to ask The Legal Ombudsman Service for an independent review. The 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.

The Legal Ombudsman will provide a new avenue of redress for clients of claims management companies from 28 January 2015 and will assist the Claims Management Regulator in maintaining quality standards and practices across the market. The independent complaint resolution service provided by the Legal Ombudsman is free to consumers, with the costs incurred met by lawyers and authorised claims management companies.

The Legal Ombudsman can investigate complaints up to six (6) years from the date of the problem happening or within three (3) 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 (6) months of our final response to your complaint. If you would like more information about the Legal Ombudsman their contact details are as follows:

Call **0300 555 0333** between 8.30am to 5.30pm or email cmc@legalombudsman.org.uk.

Calls are recorded and may be used for training and monitoring purposes. For minicom call **0300 555 1777**

Correspondence address: Legal Ombudsman, PO Box 6804, Wolverhampton WV1 9WG

Visit www.legalombudsman.org.uk/cmc for more information.

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 PPI 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 future repayment instalments
- v. A reduction in debt arrears

If You independently accept Compensation from a PPI Provider based upon a claim lodged by Us and upheld by the PPI 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 PPI 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 PPI 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 PPI 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 PPI 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 PPI 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 PPI providers and provides information that will pre populate some of the FOS PPI Questionnaire.

Letter of Authority

This is the letter signed by You that We send to each PPI 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 PPI was taken out then this name needs to be included to assist the PPI 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. GDPR under the Data Protection Act 2018, Section 78 request under the Consumer Credit Acts 1974/2006). We also request that Compensation is paid to Us by the PPI Provider.

Notice of Termination

You may terminate this agreement at any time either by writing to Our Client Service Manager at Our head office address 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 PPI 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.

Personal Account Manager

The principal person appointed by Us to liaise with You and to assist in both the initial stages of setting up Your PPI Reclaim Plan and then to assist in the management of Your PPI Reclaim Plan.

PPI Providers

The businesses with whom You have entered into PPI 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.

PPI Reclaim Agreement

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

PPI Reclaim Service

The Services which We provide to You in negotiating with Your PPI 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 PPI Provider into Our Client Account, as set out in the Fee clause of the PPI Reclaim Agreement relating to the Compensation award by the PPI Provider.

Term

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

Termination

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

Unfair Relationship

An Unfair Relationship claim and Secret Commission claim is when your lender or broker has not been completely transparent with you and they have not disclosed that there was a secret commission paid to them. If this is the case then this is a breach of the Consumer Credit Act 1974 and you could make a financial mis-selling claim.

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 PPI Reclaim Agreement (PRA) who are signatories to this agreement.

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.

Data protection law has changed in the UK with the Data Protection Act 1998 having been replaced with the European General Data Protection Regulation ('GDPR') and the Data Protection Act 2018 ('DPA') from May 2018. This Privacy Statement explains how We process your information and Your rights under both DPA and GDPR.

Pentagon (UK) Limited, trading as MoneySave Settlement Solutions, MoneySave Solutions, EuroDebt Financial Services and MyMoneySaveAccount, and its associated companies will use Your information only to contact You to discuss the provision of debt solutions, PPI reclaims services and other 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 DPA and GDPR 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 about family/household members 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, scanned documents 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 requirements of the DPA and GDPR. We use Your information only for the following purposes:

- Provision of debt management services, including debt counselling and debt adjustment
- Provision of PPI Reclaim and Unfair Relationship Services
- Provision of financial services and advice, including General Insurance Intermediation
- Debt administration and factoring
- Undertaking Know Your Client (KYC) checks
- To administer Our websites
- Accounts and records
- For the prevention and detection of crime and the prosecution of offenders
- 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 Settlement Solutions, MoneySave Solutions, EuroDebt Financial Services and MyMoneySaveAccount, or its business partners by post, e-mail, 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, e-mail, telephone or SMS contact list at any time by replying to a promotional e-mail or SMS message with the word "STOP" in the subject line; by e-mailing Us at privacy@pentagonuk.co.uk or telephoning Us on **01234 836 352** between 9:00am and 5:00pm.

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 any other regulatory or government authority investigating suspected illegal activities to provide Your Personal Information and/or User Information, We may be legally required to do so.

We use Cookies to personalise Your experience on MyMoneySaveAccount 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. See “About cookies” for further details.

Any changes to this policy will be posted on Our website or notified to You in writing.

Your rights under Data Protection Law

The DPA and GDPR apply to ‘personal data’ We process and the data protection principles set out the main responsibilities We are responsible for.

We must ensure that personal data shall be:

- a) processed lawfully, fairly and in a transparent manner;
- b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- d) accurate and where necessary kept up to date;
- e) kept for no longer than is necessary for the purposes for which the personal data are processed. We operate a data retention policy that ensures We meet this obligation. We only retain personal data for the purposes for which it was collected and for a reasonable period thereafter where there is a legitimate business need or legal obligation to do so. For detail of our current retention policy contact Our Data Protection Officer at privacy@pentagonuk.co.uk.
- f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

We ensure lawful processing of personal data by obtaining consent; or where there is a contractual obligation to do so in providing appropriate products and services; or where processing the data is necessary for the purposes of Our legitimate interests in providing appropriate products and services.

In the majority of cases We process personal data based on Your contract with the Us. In other cases, We process personal data only where there are legitimate grounds for so doing.

To meet its Data Protection obligations, We have established comprehensive and proportionate governance measures.

We have our Own dedicated Data Protection Officer to oversee data protection compliance across the organisation through:

- a) implementing appropriate technical and organisational measures including internal data protection policies, staff training, internal audits of processing activities, and reviews of internal Human Resource policies.
- b) maintaining relevant documentation on processing activities.
- c) implementing measures that meet the principles of data protection by design and data protection by default including data minimisation, pseudonymisation, transparency, deploying the most up-to-date data security protocols and using data protection impact assessments across Our organisation and in any third party arrangements.

Your rights under Data Protection Law

You have a right to receive a copy of the personal data that We hold about You. We do not charge for this service unless We receive repeated subject access requests.

To obtain a copy of the personal information We hold on You, please write to Us at the address below or ring Us on 01234 836 352 and provide Us with Your details or ask for a Subject Access Request form.

Under the DPA you also have a number of additional rights in respect of your personal data. The Information Commissioner's website provides guidance on these at www.ico.org.uk.

Questions regarding this Privacy Statement should be directed to:

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

You have the following specific rights in respect of the personal data We process:

1. The right to be informed about how We use personal data.
This Privacy Statement explains who We are; the purposes for which We process personal data and Our legitimate interests in so doing; the categories of data We process; third party disclosures; and details of any transfers of personal data outside the UK.
2. The right of access to the personal data we hold. In most cases this will be free of charge and must be provided within one month of receipt.
3. The right to rectification where data are inaccurate or incomplete. In such cases We shall make any amendments or additions within one month of Your request.
4. The right to erasure of personal data, but only in very specific circumstances, typically where the personal data are no longer necessary in relation to the purpose for which it was originally collected or processed; or, in certain cases where We have relied on consent to process the data, when that consent is withdrawn and there is no other legitimate reason for continuing to process that data; or when the individual objects to the processing and there is no overriding legitimate interest for continuing the processing.
5. The right to restrict processing, for example while We are reviewing the accuracy or completeness of data, or deciding on whether any request for erasure is valid. In such cases we shall continue to store the data, but not further process it until such time as We have resolved the issue.
6. The right to data portability which, subject to a number of qualifying conditions, allows individuals to obtain and reuse their personal data for their Own purposes across different services.
7. The right to object in cases where processing is based on legitimate interests, where Our requirement to process the data is overridden by the rights of the individual concerned; or for the purposes of direct marketing (including profiling); or for processing for purposes of scientific / historical research and statistics, unless this is for necessary for the performance of a public interest task.
8. Rights in relation to automated decision making and profiling.

Please contact the Our Data Protection Officer at privacy@pentagonuk.co.uk for more information about the GDPR and your rights under Data Protection law.

If you have a complaint about any data protection matter then contact our Data Protection Officer at privacy@pentagonuk.co.uk.

Alternatively contact Our supervisory authority for data protection compliance (www.ico.org.uk):
Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire SK9 5AF
Tel: 0303 123 1113 (local rate) or 01625 545 745 (national rate)

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 internet 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.

We use the following cookies:

Cookie description	Purpose
__utma, __utmb, __utmc, __utmz	These are analytics cookies. 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.
ASP.NET_SessionId	A functional cookie. 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.
debtcalc	This cookie is used to track your answers if you use our Debt Calculator application; it stores a unique hash that makes sure the answers you give on each page are linked together correctly.

Links to other web sites

This Privacy Statement only covers the web services offered from this site. Other websites are governed by their own privacy statements.

Updates to this Privacy Statement

This Privacy Statement will be kept under continual review, and changes may be made from time to time.

MoneySave

Solutions

MoneySave Solutions

7 Franklin Court

Stannard Way

Priory Business Park

Bedford MK44 3JZ

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

Pentagon (UK) Limited is regulated by the claims management regulator in respect of regulated claims management activities. Authorisation number CRM 28968

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