



Suite A, Second Floor, 11-12 Wind Street, Swansea, SA1 1DP

Our Loan Services & Costs

The Financial Conduct Authority

Brilliant Loans is a trading style of Exclusive Connections Limited which is an appointed representative of Brilliant Mortgages Limited which is authorised and regulated by the Financial Conduct Authority (FCA). The FCA regulates financial services in the UK and you can check our authorisation and permitted activities on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768. Brilliant Loans has a Financial Services Register number of 745315.

Our Services

Secured Loans

We are secured loan advisers and we will recommend a secured loan product that is suitable for you following an assessment of your personal needs and circumstances.

We will consider all secured loan products and lenders that we have access to. This means we will not consider those lenders that are only available by you going direct to them.

Where you are increasing your borrowing you should consider whether a secured loan is right for you. It is in your best interests to explore alternative options to a secured loan and we only offer advice to clients that have already received mortgage advice from a qualified advisor who has referred the client to us. If you wish to review these options again, or have not had that advice, please refer back to your original mortgage and protection advisor who will be able to look at all potential alternatives, as these may be more appropriate for you.

Open Banking

We offer a secure Open Banking service Credit Assess through our partner Click2Check. Credit Assess will enable you to share, with your consent, your online credit score, digital credit report & bank statements direct to your adviser. Credit Assess provides a secure online service for you to easily navigate and provide the necessary documents required in order to complete your loan application.

By agreeing to use this service you will need to consent to your credit file details and your bank statement information being shared with us. If you choose to benefit from this service you will still be responsible for the information provided to us. This service gives you the ability to view all information so it is in your best interests to ensure that it is accurate.

Services we do not offer

Mortgages

We will only be advising on secured loans, specifically second charge secured loans and not 1st charge loans secured on property (which are typically known as Mortgages).

Insurances

We will not offer any form of insurance or protection advice but we recommend that you receive such advice so please refer back to your original mortgage and protection advisor who will be able to conduct an assessment of your personal needs circumstances and provide you with advice in this area.



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The Costs of our Service

You will be given full and transparent details on the relevant transaction costs and fees before you agree to proceed with our services. If you have any questions on our costs feel free to contact us.

Please note – you should not be charged any other fees than those detailed below from Brilliant Loans for arranging this secured loan.

The advice fee we charge for secured loans is dependent on the loan size, as per the table below:

Loans From	To	Fee
£ -	£9,999	£1,295
£10,000	£14,999	£1,295
£15,000	£19,999	£1,295
£20,000	£24,999	£1,595
£25,000	£29,999	£1,995
£30,000	£39,999	£2,495
£40,000	£49,999	£2,895
£50,000	£59,999	£3,295
£60,000	+	£3,495

For example: A £20,000 second charge mortgage will incur a £1,595 fee on completion; whereas A £35,000 second charge mortgage will incur a £2,495 fee on completion.

Refunds

Any transactions fees payable will be disclosed prior to any commitment on your part. These can vary by transaction and are typically zero. Please note that any transaction fees, if payable, will be non-refundable. Advice fees, listed above, are only payable on completion and as such, are non-refundable.

Commission

We are able to keep our charges low as we will receive and retain a commission from the lender when your loan completes. This amount will be confirmed by the lender or provider in their disclosure document or by us in the unlikely event that the lender’s documentation fails to provide that information.

Should you wish you can request to view the commission rates from each of the lenders we have considered at the time that we make our recommendation to you.

As your application has been introduced to us by a third party (your mortgage advisor), we will pay the third party a commission for this introduction. This sum paid will vary depending on the nature of the introduction and the products and services provided. Should you wish you can request to view the percentages and the specific sums due to any third parties (if relevant) by contacting us and asking for the information. We will provide you with the most accurate information available at that stage in the process.

Our Ethical Policy

We are committed to providing the highest standard of advice and service possible. The interest of our customers is paramount to us and to achieve this we have designed our systems and procedures to place you at the heart of our business. In doing so, we will:

- be open, honest and transparent in the way we deal with you;
- not place our interests above yours;
- communicate clearly, promptly and without jargon;
- seek your views and perception of our dealings with you to ensure it meets your expectations or to identify any improvements required.
- ensure that you have received advice on your alternative options and on your insurance and protection needs from an authorised mortgage adviser who has subsequently referred you to us for our secured loan services.



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Instructions

We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings. We will, however, accept oral instructions provided they are confirmed in writing.

Complaints

If you wish to register a complaint, please write to Complaints Department, Brilliant Loans, Suite A, Second Floor, 11-12 Wind Street, Swansea, SA1 1DP or telephone 01792 587557.

A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request and if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service at www.financial-ombudsman.org.uk or by calling 0800 0234 567.

Compensation Scheme

If you make a complaint and we are unable to meet our liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme. Further information about the limits applicable to the different product types is available from the FSCS at <http://www.fscs.org.uk/what-we-cover/products>

Client Verification

We may be required to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that the information we hold is up-to-date. For this purpose we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning.

Law

This agreement is governed and shall be construed in accordance with the Law of England and Wales and the parties shall submit to the exclusive jurisdiction of the English and Welsh Courts.

Force Majeure

Brilliant Loans shall not be in breach of this Agreement and shall not incur any liability to you if there is any failure to perform its duties due to circumstances reasonably beyond its control.

Termination

The authority to act on your behalf may be terminated at any time without penalty by either party giving 7 days notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. Any transactions effected before termination and a due proportion of any period charges for services shall be settled to that date.

How we use your information

This statement provides an overview of how Brilliant Loans (referred to in this statement as 'we' and 'us') uses your personal information and explains your rights in relation to your personal information. Brilliant Loans is a data controller under the definition given under the General Data Protection Regulation.

What information do we collect?

We only collect information about you that we require in order to process your application with us and our lender partners.

We collect the following information about you:

- Your contact details including name, address, previous addresses, phone numbers & email;
- Information about your financial status, including employment status, income and existing debts;
- Identification and verification details including your date of birth
- Your credit history including any defaults, County Court Judgements (CCJ's) and arrears
- Technical information - Your Internet Protocol (IP) address, when accessing any of our online services including our website.

We may receive information from third parties including:

- Companies House
- Land Registry
- Credit Reference Agencies (Including Equifax, Experian and Callcredit)
- Your Mortgage Broker, IFA or Similar Intermediary

How do we use your information?

We use your personal information in the following ways:

- to process your enquiry and any subsequent application for finance, including to carry out checks with credit reference agencies and fraud prevention agencies
- to respond to your queries;
- to provide you with products and services;
- to help us improve our services;
- for trend analysis to help us develop and improve our products and services;
- to comply with our legal and regulatory obligations;
- to prevent fraud and money laundering;
- to deal with any complaints or legal claims;

Marketing

We may use your personal information to make decisions about what products and services we think you may be interested in. This is what we mean when we talk about 'marketing'.

We can only use your personal information to send you marketing messages if we have either your consent or a 'legitimate interest'. That is when we have a business or commercial reason to use your information. It must not conflict unfairly with your own interests.

You can withdraw your consent and ask us to stop processing your information for Legitimate Interests at anytime by contacting us or selecting unsubscribe on any email received from us. We do not sell the information we have about you to any external organisations.



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Our Lenders

As part of our work to identify the best financial product for your needs we will need to share your information with lenders or other relevant providers. We will only do so where we need to in order to provide the service you have requested and we will only provide information that could be reasonably considered relevant. Depending on the nature of the information and the recipient, the recipient may issue their own notice on how they use your information.

Security

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect.

Data transfers

Whenever Brilliant Loans transfer your personal data outside of the European Economic Area, either we impose contractual obligations on the recipients of that data to protect your personal data to the standard required in the European Economic Area or we will transfer it to an entity covered by certified equivalent standards or international frameworks acceptable under GDPR legislation.

Telephone Calls

All of our telephone calls are monitored or recorded for quality assurance and training.

What is the legal basis for our use of your information?

Where we use your personal information, we must have a legal basis that justifies our use of your information. The following are the legal bases under which we process your data:

Consent

We may have requested or may request specific consent to obtain and process your personal information. If provided it will have been provided in a clear and deliberate manner. This consent can be withdrawn at any time but will not affect our rights to process your personal information under any alternative legal justifications.

Contract

We can rely on this lawful basis as it is necessary to process your personal data: to fulfil our contractual obligations to you or because you have asked us to do something before entering into a contract.

Legal Obligation

We rely on this lawful basis as we need to process personal data to comply with a common law and statutory obligation including rules imposed by the Financial Conduct Authority

Legitimate Interests

Processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data.



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How do we share your personal information?

Brilliant Loans utilise the services of Sub-Processors to provide us with technology services, software Providers, compliance support, accountancy services and other third party service providers. These are required for the operation of the business as a whole and also for the provision our products and services.

We maintain a list of the companies that we use with their own privacy policies, please ask us for this information should you wish to see it.

Brilliant Loans has written agreements with all of its Sub Processors in accordance and compliance with the General Data Protection Regulations. We will restrict our sub processors access only to what information is necessary to provide the required service to us.

We will also share your personal information in the following circumstances:

- Where we need to do so to comply with our legal or regulatory obligations (which may include sharing information with regulators);
- Where necessary to protect or defend our legal rights or the legal rights of another company or person;
- If our business or any part of it is sold, we will transfer your personal information to the purchaser.

For how long do we keep your information?

If we are not successful in providing you with a relevant product or service we will keep your information for as long as necessary to comply with the terms of this privacy notice which includes the purpose of making a legal defence against any future complaint. This will be a minimum of 12 months following the cessation of provision of products and services.

If we provide you with a product or service, we will keep your information for for as long as necessary to comply with the terms of this privacy notice which includes the purpose of making a legal defence against any future complaint and in any case, for a minimum of 7 years from the date the product or service has fully terminated.

Where you have provided consent to receive our marketing communications we will keep your contact information on an on-going basis whilst we are actively communicating with you or until you ask us to stop sending you marketing communications. This may not affect information and communications provided to you where the legal justification for doing so is not based on consent.

How to find out more

You can contact us via info@brilliantloans.co.uk or phone 01792 277 277 or write to us at; Brilliant Loans, Suite A, Second Floor, 11-12 Wind Street, Swansea, SA1 1DP. Further information on your rights including where and how to complain are included overleaf. The company's cookie policy and other policies are also available at <https://brilliantloans.co.uk/policies/>.

Your rights

You have a number of rights in relation to your information:

1. The right to be informed
 - You have the right to be informed about the collection and use of your personal data. You must be provided with information including: the purposes for processing your personal data, the retention periods for that personal data, and who it will be shared with. This information is provided within this document.
2. The right of access
 - You have the right to access your personal data and supplementary information. The right of access allows you to be aware of and verify the lawfulness of the processing. You have the right to obtain; confirmation that your data is being processed, access to your personal data and other supplementary information.
3. The right to rectification
 - You have the right to have inaccurate personal data rectified or completed if it is incomplete. You can make a request for rectification verbally or in writing.
4. The right to erasure
 - You have the right to have personal data erased. You can make a request for erasure verbally or in writing. The right is not absolute and only applies in certain circumstances. The right to erasure does not apply if processing is necessary for one of the following reasons:
 - to exercise the right of freedom of expression and information;
 - to comply with a legal obligation;
 - to perform a task carried out in the public interest or in the exercise of official authority;
 - for archiving purposes in the public interest, scientific research historical research or statistical purposes where erasure is likely to render impossible or seriously impair the achievement of that processing; or
 - for the establishment, exercise or defence of legal claims.
5. The right to restrict processing
 - You have the right to request the restriction or suppression of their personal data. This is not an absolute right, it only applies in certain circumstances. If processing is restricted, we are permitted to store the personal data but not use it. You can request a restriction verbally or in writing.
6. The right to object
 - You have the right to object to:
 - processing based on legitimate interests or the performance of a task in the public interest/exercise of official authority (including profiling);
 - direct marketing (including profiling); and
 - processing for purposes of scientific/historical research and statistics.

You also have a right to complain to the Information Commissioner's Office; <https://ico.org.uk/> which regulates the processing of personal data

Complaints

If you have any complaints about the way we use your personal information please contact complaints@brilliantloans.co.uk who will try to resolve the issue. If we cannot resolve any issue, you have the right to complain to the Information Commissioner.