

## Our Secured Loan Advice Services & Costs

### 1. 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](http://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. The FCA does not regulate all of the products and services we provide, if you require further details please contact us.

### 2. Our Services

#### (a) Secured Loans

We are secured loan advisers and provide no other products or services. We consider all products and lenders we can access. We will always act in good faith and we will:

- i. Identify suitable secured loan options for your needs and financial objectives and ensure that you understand these options and the process involved in obtaining them.
- ii. Empower you to act in your own best interests by identifying a suitable loan to meet these objectives.
- iii. Ensure that you understand these options and the process involved in obtaining the loan.
- iv. Help get a Decision in Principle and apply for the loan.
- v. Support you through to completion and the release of funds.

You should consider whether a secured loan is right for you. It is in your best interests to explore alternative options or providers. 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.

### 3. Relevant Products & Services We Do NOT Provide

As secured loan experts we focus on the above services. There are important advice services we do not provide that you should consider to protect yourself from any risks and foreseeable harm. Some are explained below:

#### (a) Residential, Buy to Let, Short Term or Commercial Mortgages

Your mortgage and protection adviser who referred you to us should have already discussed your mortgage alternatives and your mortgage needs with you. This includes a further advance as well as remortgage opportunities. If you have not had this advice or are not currently receiving this advice from your mortgage adviser (not Brilliant Loans) then please contact us immediately. It is in your best interests to do so and to seek advice on a possible further advance, remortgage or other alternative means of raising finance such as unsecured credit.

#### (b) Insurance Advice including Protection Advice and General Insurance

We do not provide these products, services or advice in this area. You will need to review your protection arrangements with your Mortgage & Protection Adviser that referred you in order to protect you from future ill health or loss of income for you and those close to you. This is an essential risk to obtain specialist advice on as you take out a secured loan.

We also recommend you discuss your general insurance needs with your mortgage and protection adviser to ensure that you are appropriately insured. Under insuring or incorrect buildings and contents insurance cover presents a significant risk as it may mean lead to significant financial (and other) loss.

### (c) Other Products & Services

Other associated risks not directly covered by our products and services include ensuring that your property is held in an efficient manner and that you have protection in place in the event that you and those connected to the mortgage are unable to make financial decisions in relation to the mortgage at a point in the future. These present real financial (and other) risks. Whilst we do not advise on these matters of estate planning and we recommend you obtain further advice on these matters via your Mortgage & Protection Adviser or through one of our referral partners.

## 4. Optional 3<sup>rd</sup> Party Support Services – Open Banking

We offer access to a secure open banking service through our partner Click2Check. This is designed to make it easier and safer for you to share important personal information and documentation necessary for any loan application by enabling you to give your adviser secure access, with your consent, to your online credit score, digital credit report & bank statements. 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. There is no charge for this service.

## 5. The Costs of our Service

### (i) Advice Fee

Our advice fee is payable on completion of the loan and varies according to the size of the loan. The fee is 10% of the net loan with a maximum fee of £2,995 and a minimum of £1,495.

<i>Loan Size</i>	<i>Advice Fee, payable on completion</i>
Up to £14,950	£1,495, our minimum fee
From £14,950 to £29,950	10% of the net loan
£29,950 or more	£2,995, our maximum fee

For example, a £20,000 loan has a fee of £2,000 and a £12,500 loan means a minimum fee of £1,495. A £45,000 loan means a maximum fee of £2,995. We do not charge other fees as we pay for all direct loan application costs unless your property is valued at £1million or more, see (ii) below.

### (ii) For properties valued £1m or more

You will be charged an additional up-front valuation fee that is needed to pay for the valuation. This valuation fee is non-refundable, regardless of the outcome. This is in addition to the Advice Fee described in above which remains payable to us on completion. For example, for a property worth £1,100,000, a £20,000 loan may require a valuation fee of £695 on application and a £2,000 advice fee would be payable to us on completion.

## 6. Refunds

No fees charged by us to you as set out above are refundable at any stage.

## 7. Commission

We receive commission from the lender when the loan completes. This sum will be disclosed by the lender or the adviser. You can request to view commission from any lender we have considered at any stage. You have been introduced to us by a mortgage adviser who has advised you on your alternatives including a further advance or a remortgage (if this is not true, contact us urgently). We pay them a commission which can vary but is typically no more than 50% of the advice fee and the lender commission. Contact us at any time to request to view the percentages and the specific sums due to any third parties and we will give you the most accurate information available at that stage in the process. Commission paid does not change your fee so you are not affected. For example, a £20,000 loan would incur a fee of £2,000 and we may receive commission of 2%. Our income may be £2,400 and we may therefore pay approximately £1,200 to the mortgage adviser that introduced you to us.

## 8. Our Ethical Policy

We will:

- i. be open, honest and transparent in the way we deal with you;
- ii. not place our interests above yours;
- iii. communicate clearly, promptly and without jargon;
- iv. seek your views of our support to ensure it meets your expectations or to identify any improvements;
- v. use all our reasonable endeavours to help protect you from foreseeable harm.

## 9. Instructions

We prefer you to give us instructions in writing, to aid clarification and avoid future misunderstandings. We may accept oral instructions provided they are confirmed in writing.

## 10. Complaints

To register a complaint, please phone 01792 277 277 or write to Complaints Manager at our office address: Brilliant Loans, Suite A, 2<sup>nd</sup> Floor, 11-12 Wind Street, Swansea, SA1 1DP. You may complain by emailing [Complaints@Brilliant-Group.co.uk](mailto:Complaints@Brilliant-Group.co.uk) but please ensure you confirm the email has been received.

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](http://www.financial-ombudsman.org.uk) or by calling 0800 0234 567.

## 11. 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>

## 12. Client Verification

We will be required to verify the identity of all 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.

## 13. 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.

## 14. Force Majeure

We 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.

## 15. 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 and to sums due in relation to those transactions. Any transactions effected before termination and a due proportion of any period charges for services shall be settled to that date.

## 16. How to find out more

You can contact us via [Loans@Brilliant-Group.co.uk](mailto:Loans@Brilliant-Group.co.uk) or phone 01792 277 277 or write to us at: Brilliant Loans, Suite A, 2<sup>nd</sup> Floor, 11-12 Wind Street, Swansea, SA1 1DP.

## 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 and Brilliant Loans is a trading name of Exclusive Connections Ltd.

### A. What information do we collect?

We only collect information we need to process your application with us and our partners. We collect the following information:

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

We may receive information from third parties including:

- (vi) Companies House
- (vii) Land Registry
- (viii) Credit Reference Agencies (Including Equifax, Experian and Callcredit)
- (ix) Your Mortgage Broker or IFA

### B. How do we use your information?

We use your personal information in the following ways:

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

### C. 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 any time by contacting us or selecting unsubscribe on any email you receive from us. **We do not sell information we have about you to external organisations.**

### D. Telephone Calls

All of our telephone calls are monitored or recorded for quality assurance and training purposes and the recordings may be used by 3rd parties to analyse the data within and help us deliver and improve our services to you.

### E. Security

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

### F. 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. 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 data.

## G. Data transfers

Whenever we 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 by law.

## H. 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:-

- 1. 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 any time but will not affect our rights to process your personal data on an alternative basis.
- 2. Contract:** Where necessary to process your personal data to fulfil our contractual obligations to you or because you have asked us to do something before entering a contract.
- 3. Legal Obligation:** We need to process personal data to comply with a common law and statutory obligation including rules imposed by the Financial Conduct Authority.
- 4. Legitimate Interest:** Processing is necessary for the purposes of legitimate interests pursued by the controller or by a third party except where such interests are overridden by interests or fundamental rights and freedoms of the data subject which require protection of personal data.

## I. How do we share your personal information?

We use the services of Sub-Processors to provide us with technology services, software providers, compliance support, accountancy services and other third-party service providers. These include telephone providers and data analysis and processing companies that are required for the operation of the business as a whole and required for the provision our products and services. Some may use this data to develop their systems and services but will not pass on or sell your personal data to 3<sup>rd</sup> parties or use your personal data to contact you in any way. These companies may use your data to provide anonymous aggregated insight which will not result in the disclosure of personal information to any other parties.

We have 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. For a list of these businesses and their data policies please contact us.

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

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

## J. 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 after the provision of services ends.

If we provide you with a 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 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.

## K. Your rights

### **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 to 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 confirm that your data is being processed, access to your personal data and other supplementary information.

### **3. The right to rectify inaccurate data or to complete incomplete data**

You can make a request for rectification verbally or in writing.

### **4. The right to erasure of personal data**

You can make an erasure request verbally or in writing. The right is not absolute and only applies in certain circumstances. It does not apply if processing is necessary for:

- (i) to exercise the right of freedom of expression and information
- (ii) to comply with a legal obligation
- (iii) for the performance of a task carried out in the public interest or the exercise of official authority. This includes for archiving purposes, scientific research historical research or statistical purposes where erasure is likely to render impossible or seriously impair the achievement of that processing
- (iv) for the establishment, exercise or defence of legal claims.

### **5. The right to restrict processing or suppress processing**

This is not an absolute right and only applies in certain circumstances. When processing is restricted, we are permitted to store personal data, but not use it. You can make a request for restriction verbally or in writing.

### **6. The right to object**

You have the right to object to:

- (i) processing based on legitimate interests or the performance of a task in the public interest/exercise of official authority (including profiling);
- (ii) direct marketing (including profiling); and
- (iii) processing for purposes of scientific/historical research and statistics.

## **L. Complaints**

If you have any complaints about the way we use your personal data, contact [complaints@Brilliant-Group.co.uk](mailto:complaints@Brilliant-Group.co.uk) (please ensure the email is received) who will try to resolve the issue. If we cannot resolve any issue, you have the right to complain to the Information Commissioner's Office; <https://ico.org.uk/> which regulates the processing of personal data.

## **M. How to find out more**

You can contact us via [Loans@Brilliant-Group.co.uk](mailto:Loans@Brilliant-Group.co.uk) or phone 01792 277 277 or write to us at: Brilliant Loans, Suite A, 2nd Floor, 11-12 Wind Street, Swansea, SA1 1DP.