Financial Fitness

Get back on your feet with an Individual Voluntary Arrangement

Financial Wellness Group

Content

An impressive track record

Financial Wellness Group is part of one of the UK's largest and longest established financial solutions companies providing thousands of people with a comprehensive range of financial solutions.

You're in safe hands

Financial Wellness Group are specialists in Individual Voluntary Arrangements (IVAs). Our fully qualified and licensed Insolvency Practitioners are supported by highly trained staff, dedicated to assisting you throughout your IVA.

We are committed to acting clearly, fairly and honestly with you and your creditors – and the numerous awards and accreditations we've received are proof of the excellent service we provide.

Expert help all the way

Our service does more than cover all dealings with your creditors, the paperwork, administration and distribution of funds.

It also gives you access to a full team of dedicated experts you can turn to for help and advice throughout your time with us.

> All the way through your solution, you'll have access to a full team of dedicated experts who'll be there for you if you need any help or advice.

The right programme for you

When you're tackling debts, finding the right solution is essential. Our advisers will assess your situation to make sure that an IVA is a suitable solution for you and help you understand your options so you can decide if an IVA is right for you. If it isn't, we can pass you on to an adviser, who is authorised to provide you with advice on all debt solutions.

All our Insolvency Practitioners (IPs) are fully regulated by their professional bodies and will only recommend an IVA if they believe it is viable and sustainable.

What exactly is an IVA?

An IVA is designed to help you clear all your unsecured debts – such as personal loans, credit and store card debts.

Backed by legislation, an IVA can only be set up by a licensed IP. If your proposal is accepted, your creditors agree to write off any remaining unsecured debt when your IVA completes, including any interest and charges that would have accrued during the IVA term.

An IVA normally lasts for between five and six years, during which time you will make a regular payment in line with your income and expenditure. This will be assessed by your adviser. Providing you stick to the terms, you'll have settled those debts at the end of your arrangement.

What will my IVA cost?

Your monthly repayments will be based on your 'disposable income' – that is how much you have left over once you have allowed for all your regular household expenses. That's all you pay and the fees and costs associated with your IVA are all paid out of your monthly payments, which cover:

- The Nominee's fee for the work involved in proposing your arrangement
- The Supervisor's fees for the ongoing administration of your IVA

These two fees are a standard part of any IVA. They will be detailed clearly for both you and your creditors in the IVA proposal.

For the first few months of your IVA, your payments will go towards the Nominee's fee and not the creditors.

Once the Nominee's fee has been paid, we will normally pay a monthly dividend to your creditors and a percentage of each monthly payment will be taken as a Supervisor's fee (these fees are usually based on the Supervisor being paid a proportion of the total money paid into an IVA).

If you earn more during your IVA you will need to pay more.

Your IVA includes expert help and advice from a professional Insolvency Practitioner

How does it all shape up?

We want our customers to know exactly what lies ahead. Here are a few of the most common questions people ask before starting out on an IVA.

Will I still pay interest?

No. Any interest and charges that build up during the term will be written off when you successfully complete your IVA.

Will it affect my credit rating?

Your IVA will be noted on your credit record for six years from the start of the arrangement and will be recorded on the publicly available Insolvency Register. Your ability to obtain credit will be affected (please note you should not apply for credit during the IVA unless the Supervisor gives their permission).

Will I have to sell my home?

No, but if you have equity in your property you may have to release some of it during the course of your IVA.

Will you handle all my debt?

Your IVA will cover all your unsecured credit and non-priority debts (such as personal loans and credit cards). We'll make sure your payments towards those debts in your IVA are reduced to a level you can afford after you've taken care of your other financial commitments, from your mortgage/rent to your utility bills and secured creditor commitments. It's vital that you keep on paying for these things yourself, but you should find it a lot easier when you're on an IVA.

What if I can't repay all my debt?

Once your IVA is completed, all the remaining unsecured debt you included is written off.

How are my monthly payments worked out?

Our advisers go through your income and expenditure with you to work out how much you can reasonably afford to pay towards your IVA.
Your monthly repayments will be based on your 'disposable income' – that is how much you have left over once you have paid all your regular household bills and living expenses.

What happens if my IVA fails?

Failing your IVA could lead to bankruptcy, but if you can't keep up with your IVA, we'll do our best to work with your creditors to try to reduce your payments to an affordable level. Depending on what's changed, it may just be that an IVA is no longer right for you and you may need to think about an alternative debt solution for your new circumstances. If it isn't we can help you understand all your options.

> The IPs are authorised and regulated by the Insolvency Practitioners Association.

It's all about teamwork

You'll have a team of experts dedicated to making your IVA a success. Our excellent ongoing personal service is one reason why so many of our clients succeed with their IVA.

Our service

- We'll discuss your income and expenditure with you. That way we can work out how much your payments need to be for you to be able to reasonably afford them.
- We'll explain everything you need to know about your proposal. Our fully trained IVA advisers will answer your questions and make sure you understand what you need to do to make your IVA a success. We can do this over the phone or face-to-face; whichever you prefer.
- We'll draw up your proposal, detailing your circumstances and setting out the terms on which your IVA will be based. Once you've signed and returned it, we'll submit it to your creditors.
- We'll organise a meeting of the creditors, who will have an opportunity to vote on your proposal. We'll take care of any negotiations and, providing your proposal is accepted by enough of your creditors, your IVA will officially commence.
- We'll give you access to a dedicated team of experts, who'll be there to answer your questions and provide advice throughout your IVA. They'll review your case regularly and, if you do run into any difficulties or your circumstances change, they'll talk to your creditors and try and work something out.
- We'll deal with your creditors. If you receive any letters or calls, just let us know and we'll take care of it.

All we need to commence work on your proposal is your paperwork, which is covered in the next section.

> Here at Financial Wellness Group we have been advising clients on financial matters since 2003.

Your proposal to your creditors will be tailored to your individual circumstances.

Preparation - your key to success

To get your IVA started, just follow the simple steps below. The sooner we get your paperwork, the sooner we can start contacting your creditors to deal with their letters and calls and you can start making one monthly payment.

You'll need to supply

If you haven't already done so you'll need to supply:

- A recent mortgage statement (dated within the last 12 months) or proof of rent.
- A recent Council Tax bill (dated within the last 12 months).
- At least one month's bank statement (dated within the last 3 months).
- Proof of income for the last 3 months (or P60). If you are self employed please ask us what you need to provide.
- Originals or copies of any other secured loan or second mortgage documents (dated within the last 12 months).
- Details of any hire purchase agreements.

We need originals or copies of your personal documents. Although we'll return these, you might want to keep additional copies of everything you send.

Check, sign and return

- Sign and date the Client Authority form to indicate you have read and accept our Terms of Engagement so we can talk to your creditors.
- Check and sign the List of Unsecured Creditors.

We have included prepaid envelopes for you to return the documents or alternatively you can complete this online. Please use the checklists to make sure that you have included everything, as missing information can cause delays.

When you take the decision to cancel your monthly payments to your unsecured creditors this will put your accounts in arrears or further in arrears.

If you are currently in a debt management plan, we would recommend that this plan remains in place until your creditors have confirmed that the IVA is accepted and payments should be maintained.

Let's get you up and running

Now you've done the preparation, we can negotiate the terms with your creditors. Once your IVA is agreed, you'll make just one smaller monthly payment.

First steps

- On receipt of your documents we'll contact you to prepare your proposal.
- Your IVA proposal sets out the terms of your IVA – including how much you can afford to pay, and for how long.
- Your proposal will then be forwarded to your creditors for approval.

The creditors meeting

As soon as you've approved the proposal, we'll organise the creditors meeting.

At the first meeting, your creditors will decide whether or not to accept your IVA on the terms proposed. 75% of the creditors who vote, worked out based on the balance they are owed, must agree to your proposal for your IVA to be accepted.

They might ask for some changes first, so you must make sure that you're available on the phone. Don't worry; we'll remind you closer to the day.

When your IVA is accepted

Once accepted by both you and your creditors, your IVA will officially start. Our team of experts will look after every aspect of your case, from communicating with your creditors to ensuring that payments are distributed. Providing you stick to the terms agreed, rest assured that your creditors are bound by the IVA once it has been accepted – and that you'll be officially free from those debts once it has been completed!

Will I need to change my bank account?

If you owe your bank account provider anything, they may be able to take money straight out of your account. So you might need a new one.
For more information, just talk to an adviser.

For more details on Basic Accounts please visit **moneyadviceservice.org.uk**

We will review your IVA regularly to make sure it's on track.

Our terms

Terms of Engagement

These terms will apply to our service for initially advising you and then assisting you to put a proposal for an Individual Voluntary Arrangement (IVA) to your creditors. If your IVA is approved at a meeting of your creditors, they will also apply (alongside the terms of your IVA proposal as modified at that meeting) to the ongoing administration and supervision of your arrangement. The Proposal terms will take precedence if there is any conflict between these terms and the terms of your Proposal.

Your IVA will deal directly with your unsecured borrowing and non-priority debts.

Financial Wellness Group is a trading name of Freeman Jones Limited, which is a firm of licensed insolvency practitioners.

We employ a number of insolvency practitioners, all of whom are properly authorised to act and are subject to monitoring by their licensing bodies. If you want any further information about this, please ask us.

As soon as you provide us with the information we require we will draft your proposal.

Responsibility for proposal contents

We will gather the information and details needed to validate your income, outgoings, assets and unsecured debts. We can then prepare a proposal, taking into account whether the IVA is suitable for you.

You must tell us about any changes to your circumstances as soon as possible. Without this we cannot be certain that the IVA is right for you.

We will prepare your IVA proposal based on the information you provide, please remember that it is your proposal and that you are responsible for its accuracy. We will let you have a copy of the draft proposal as soon as we can. It is important that you go through it in detail and make sure you are happy with it.

If, when you receive the draft, there are any errors, or any changes or additions that you want to make, please let us know straight away. And, if there's anything you don't understand, please contact us at once.

Full disclosure

You are required by law to disclose all of your assets and liabilities.

If you omit any assets, then not only will this almost certainly come to the attention of creditors in due course, but this may also constitute what is known as breach and this can lead to your IVA failing and a bankruptcy petition being brought against you.

If you fail to disclose all of your liabilities then there will be creditors who will not be given notice of the proposed IVA. Although the law provides that such creditors will be bound by the arrangement, if their claim is sufficiently large this will put its future at risk.

The value of your assets and liabilities and what the valuation is based on will be made clear in your proposal. If later it comes to light that any of the figures you provided are materially wrong then, again, this can constitute breach.

Co-operation

Under the terms of the IVA there will be a number of continuing obligations placed upon you. We must stress how important your co-operation will be in ensuring the success of the IVA. If you do not co-operate, or do not comply with our reasonable requirements, then this can also constitute breach.

We have mentioned the word "breach" a number of times and it is important for you to understand that, should breach arise, we will be under a duty to consult your creditors to find out the action that we should take. This could include either petitioning for your bankruptcy or terminating your IVA.

Procedure

You will be given a copy our booklet called 'Alternative Debt Solutions'. This sets out the pros and cons of all debt solutions (please note you may only qualify for some of the other options).

Please make sure that you look through this booklet and let us know if you would like any further information on the alternative solutions.

Our terms

Whilst our insolvency practitioners will act personally as Nominee and then, subject to approval of creditors, as Supervisors of your IVA, it will be dealt with on a day-to-day basis by a team of dedicated and trained staff. If you have any queries please do not hesitate to telephone or email and someone will assist you.

Once the terms of your proposal have been finalised Your proposal will be sent straight to your creditors and a creditors meeting will be held approximately 17 days later. You will need to be available by telephone on the day of the meeting.

This is important because you may need to answer questions asked by the creditors. Also, if any suggested modifications to your proposal are put forward by creditors, you will need to agree to them (assuming that you do) before they can be put to the meeting.

The consequences of not being available can be serious. The meeting may have to be adjourned until your response can be obtained and if it is still adjourned 14 days after it is first held then your proposals will be deemed to have been rejected. It is also important for you to understand that there is no guarantee that creditors will accept your proposal. Obviously, if we believe it to be unlikely that they will do so, we will advise you accordingly.

In rare circumstances, it may be necessary to make an application to court for an order protecting you from legal action by your creditors until the creditor meeting.

Unless you continue to make direct payments, your creditors will not receive a payment while we set up the IVA. This may lead to your accounts falling into arrears (or further into arrears) and they may take further action or charge you further interest or fees.

Payments by you

All payments that you make to us for the purposes of your IVA will be held either in our client account or, if you have signed the letter of instruction, in a designated bank account in your name.

Cancellation

You can change your mind and cancel this agreement at any time before your IVA is accepted. If you cancel during the first 14 days (starting from the day after you accept these Terms of Engagement) you will be entitled to a full refund of any fees you have already paid to us.

Once your IVA has been accepted, you will need to request in writing that the arrangement is terminated if you do not want to continue. It will remain on your credit file for six years from the start even if you terminate it early. If you cancel after your IVA is accepted, you will not receive a refund of the payments you have made, they will either be paid to creditors or used to cover the fees and costs associated with the IVA.

Costs

The details of costs and fees will be set out in your proposal document. The costs of an IVA are generally broken down into two specific areas.

The first part, known as the “Nominee” fee, relates to the costs involved with initial advice you receive, preparation of the relevant paperwork, the application to court (if necessary) and calling and holding the meeting of creditors.

The second part of the costs is in respect of the supervision of the IVA once creditors it has been approved and covers things like annual reviews and reports and the administration of the IVA.

The proposed fees will be set out in your proposal document, it is expected that the fees will cover any expenses that are incurred during your arrangement such as postage, valuations, insurance etc.

Our fees and costs are subject to the approval of your creditors, if the proposed fees, which include costs are not agreed by creditors, we would expect that the expenses that we incur will be charged in addition to fees allowed.

Please see Section 22 of your proposal document & The Alternative Debt Solutions Booklet for further details.

Our terms

Our role

Whilst we will do all that we reasonably can to help you have your proposals accepted by creditors, you must understand that we are subject to a number of important professional considerations and guidelines.

We have a responsibility to ensure that there is a fair balance between your interests and those of your creditors and we must also take into account the interests of any other parties who may be involved. It is important that your proposal is feasible, fair to both you and your creditors, an acceptable alternative to bankruptcy and fit to be considered by your creditors. We are obliged to prepare a report on your proposal for your creditors and if we conclude that your proposal does not meet the above requirements then we will be under a clear duty to say so.

How we will use your Personal Information

We will only collect, use and share information from and about you if we:

- have your agreement,
- have a legal, regulatory or contractual reason to do so,
- are under a public obligation to do so, or
- believe that processing your information is reasonable and does not affect your rights.

The information we will collect from you is likely to include:

- your personal details (e.g. name, date of birth)
- address details
- contact details (e.g. phone number,email)
- financial information
- employment information
- information on how you use our website(s) and products and services
- special categories of data (as defined by data protection law including information about physical or mental health, sexual life, religious beliefs, race or ethnic origin, political opinions, trade union membership or biometric data). We will only collect and store this information where we have agreed it with you first, or we have a legal obligation to do so, and it is necessary to provide the Services. Information relating to criminal convictions or offences may only be used by us as authorised by law.

We may use your personal information in the following ways:

- to consider and process any applications you make for any products or services we offer;
- to administer and operate the products and services we provide;
- to share with other companies within Financial Wellness Group and other companies who provide us with services, for example, printing providers, IT service providers, banks and finance companies;
- to prevent and detect crime including anti-money laundering, terrorist financing, financial sanctions and fraud prevention;
- to assess financial and insurance risk;
- to comply with our legal and regulatory obligations; and
- to help us identify products and services which may be of interest to you and to allow us to communicate with you about such products and services by email, phone or text (unless you have asked us not to).

Our Privacy Policy, which is available on our website www.financialwellnessgroup.co.uk or you can phone us on 0161 672 8989 to ask for a copy, explains in detail how we will use your personal information and tells you your rights over how your personal information may be processed. Our "How we use your personal information" leaflet summarises the information in the Privacy Policy. We will give you a copy of this leaflet to read and keep before our agreement starts.

You can request a copy of the personal data that we process about you at anytime by writing to us or phoning us using our contact details below.

Post: Data Protection Officer
Think Park
Mosley Road
Trafford Park
Manchester
M17 1FQ

Phone: 0161 672 89 99

If you're not happy

Applicable Law

These terms are governed by English law and the Courts of England and Wales shall have non-exclusive jurisdiction for all matters arising under them.

Full Disclosure

The law provides that you commit a criminal offence if you make any false representation or commit any other fraud for the purpose of obtaining the approval by your creditors of the proposed IVA.

Anyone who is guilty of such an offence is liable to imprisonment, a fine, or both. This underlines the importance of making a full disclosure of your affairs and of your being able to substantiate the information that is in your proposal. If we become aware that you have committed such an offence then we will be under a clear legal duty to report this.

Complaints Procedure

It is our aim to provide a high standard of service to every customer. If you are unhappy, for any reason, with the service we provide we would welcome your feedback and the opportunity to put things right. It is important to us that all complaints are resolved as quickly as possible and to the satisfaction of our customers, and that we learn from any complaints to improve the quality of our service further. Here we explain how we will deal with any complaints we receive and what you can do if your complaint is not resolved to your satisfaction.

If you have a complaint

If you have a complaint about any aspect of our service then we would like to hear from you. You can contact us by telephone, letter or email.

To help us to investigate and resolve the problem as quickly as possible, you should in the first instance contact the department you have been dealing with.

If you would prefer, you can contact our customer relations department directly on 0161 413 9570.

It will help us to deal with your complaint quickly if you can provide the following information:

- your full name and address and a daytime contact telephone number
- full details of your complaint;
- your Financial Wellness Group reference number and any other relevant account details;
- details of what you would like us to do to put things right; and
- photocopies of any relevant paperwork.

How we will deal with your complaint

We will try to resolve your complaint within three business days following the day of receipt. If this is achieved we will write to you by email or letter as appropriate to confirm that your complaint has been resolved and to explain your next steps. If we are unable to resolve your complaint within this timescale we will acknowledge your complaint in writing within five business days following the day of receipt and provide details of the person who will be dealing with your complaint.

We may ask you for further information to allow us to understand your concerns fully. Once we have completed our investigation we will tell you our findings and, if appropriate, how we will put things right.

If we are unable to send a final response to your complaint within four weeks following receipt of your complaint, we will write to you or telephone you explaining why we have not yet resolved the complaint and indicating when we will contact you further. If your complaint is particularly complicated, we will keep you informed of the progress of our investigations.

If we are unable to provide a final response within eight weeks following receipt of your complaint, we will confirm this in writing and provide a timescale within which you can expect a final response.

If you are not satisfied with our response

Our Insolvency Practitioners (IPs) are personally licensed by the Insolvency Practitioners Association. The name of your Insolvency Practitioner can be found in your proposal document. You can refer your complaint to the IPs authorising body at any time or if you remain unhappy following our final response. You can do this by completing the online complaints form available at: www.gov.uk/complainabout-insolvency-practitioner which can be sent by email or by post to the Complaints Gateway.

Alternatively, you can call the Insolvency Service Enquiry Line on 0300 678 0015 who will take you through the questions on the form over the phone.

Further information about the Complaints Gateway and the Insolvency Service can be found on the Insolvency Service website at: www.gov.uk/government/ organisations/ insolvency-service.

Customers in Northern Ireland can find further information at: https://www.detini.gov.uk/articles/making-complaint-against-insolvencypractitioner and must contact the appropriate authorising body directly rather than via the Gateway as follows:

Regulatory Body	Insolvency Practitioners Association (IPA)
Address	Head of Regulation 46 New Broad Street London EC2M 1JH
Website	www.insolvencypractitioners.org.uk

The Financial Ombudsman Service

If your complaint relates to the advice provided then we will refer your complaint to the company that provided you with the debt advice. Where your debt adviser is authorised by the Financial Conduct Authority you can refer the matter to the Financial Ombudsman Service who will review your complaint. You must do this within six months of our response. When we send you our final response, we will, where relevant, also provide you with a copy of The Financial Ombudsman Service's explanatory leaflet. Alternatively, you can obtain a copy from:

The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR

Or by Calling: 0800 023 4 567
(calls to this number are normally free from a "fixed line" phone, charges may apply if you call from a mobile phone)

Or: 0300 123 9 123
(calls are charged at the same rate as 01/02 numbers on mobile tariffs)

Or: +44 20 7964 0500
if you are calling from outside the UK.

Further details on how to contact The Financial Ombudsman Service and other information about the service, can also be found via their website at: www.financial-ombudsman.org.uk

We're here for you

call and talk to one of our specialist advisors on 0161 672 89 99

Calls may be recorded for training and quality purposes. Calls to 0161 numbers are typically charged up to 9p per minute for landlines, plus any call set-up fee, and between 3p and 40p per minute for mobiles. Check with your network provider for full details of your service.

Our Insolvency Practitioners are all members of R3, The Association of Business Recovery Professionals which promotes best practice for professionals working with financially troubled individuals and businesses in the UK.

Live more. Stress less.

Financial Wellness Group

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