

Important Points to Remember

- ✦ Following Atlantic's appointment as your Debt Management Plan (DMP) provider, we will inform your creditors within ten (10) working days of our appointment (including your informed consent, usually in the form of the Letter of Authority that you have signed). We will acknowledge our mandate to act for the you whenever requested.
- ✦ If you have entered a joint DMP then the Letter of Authority will cover both parties in the DMP and may require details of maiden names or original names if names have been changed by Deed Poll.
- ✦ We will post or email your initial statement-of-affairs, including a suitability statement, within five (5) business days of completing a financial review with our debt adviser. This will summarise your income and expenditure, your assets, your priority creditors, the unsecured creditors you have requested that we act upon and the estimated duration and total fees payable based on your statement-of-affairs at the time of issue. As part of this process we will request that you obtain an up-to-date copy of your credit report to obtain current balances, to assess the status of your credit file and to complete the holistic review of your financial position.
- ✦ We will issue an evidence checklist and it is important that you return the information requested as quickly as possible. We are very flexible with regard to how you can send this information, which includes by post, by email, through the MyAtlanticAccount portal and by WhatsApp.
- ✦ Wherever possible, please quote your Client ID when corresponding with us or your creditors and their appointed debt recovery agents. Please state that you have authorised Atlantic to act as your appointed Debt Management Company. Your creditors will have a record of our authority on their files.
- ✦ We request current balances from your creditors on the accounts that you have requested we act upon from your statement-of-affairs. We also ask that further interest & charges be stopped. The outcome will depend on your current financial relationship with each creditor, but it is our experience that the majority of creditors will observe 30-days breathing space from our initial contact with them, allowing us to set-up and negotiate your DMP.
- ✦ Whilst creditors are not obliged to freeze interest & charges, in over 96% (correct at April 2019) of cases that Atlantic are acting upon, they have done so. Where a lender does not freeze interest then the amount you owe and the period over which you repay that credit account may increase, though requests to freeze interest will continue once several payments have been made to your DMP. It is not unusual for debts to be sold through the term of a plan.
- ✦ Rescheduling debts can sometimes lead to an increase in the total sum to be repaid and can extend the debt repayment period, though our experience has shown that for revolving credit (e.g. credit cards), where interest is frozen, that the opposite may be true in a DMP, with the repayment period being substantially shorter when compared to minimum contractual repayments.
- ✦ We recommend that you stop paying your unsecured creditors that you have requested us to act upon. Once we have notified your creditors that we are acting for you we will advise you when this has occurred in respect of each creditor. We will endeavour to start distributing payments to your creditors within 30-days of the commencement date, subject to having cleared funds from you and the credit agreement details for each debt in the plan.
- ✦ Please immediately advise us if either a creditor or their agent attempts to re-negotiate a payment arrangement with you once we are appointed, as this is a breach by them of the Financial Conduct Authority rules.
- ✦ Approximately 30 days after we have contacted your creditors, you will receive a final Statement-of-Affairs compliant with the Common Financial Statement. Please check this thoroughly and sign and return it to us immediately, with any alterations clearly marked. This forms the basis of the repayments to the creditors in your plan.

Important Points to Remember

- ✦ We will confirm to you, in writing, how much your monthly payment will be and when and how to pay it. In the vast majority of instances, we are successful at freezing interest & charges during the DMP, but there is no guarantee of reduced payments or freezing of interest & charges being agreed with every creditor.
- ✦ You must prioritise payments, such as mortgage/rent, council tax, water rates, utility bills and car finance, including arrears, before any unsecured borrowings such as credit or store cards and personal loans. Allowances are made for these in your monthly budget when we calculate your monthly payment to us.
- ✦ Your credit file may show a one (1) month lapse in payments to your creditors which may show as further arrears on your credit file. This is generally because of the timing between acknowledgement of our payment and the creditor monthly submission to the credit reference agencies. This may be especially the case where the debt is placed with a debt recovery agency, who have to notify the creditor of our appointment and payment.
- ✦ Creditors should place a default against each credit account in the DMP and should place a DMP flag on your credit file for the duration of the arrangement. Whilst entering into a DMP can adversely affect your credit rating it is our experience that those who approach us already have an impaired credit record.
- ✦ By entering into a DMP you will be showing your creditors that you are taking a responsible attitude to resolving your financial problems and this could help you in the future. Where you supply us with your credit file, we will review the creditor outcomes and whether they have properly reported the status of your account and applied the payments that we have made. After 6 years we will start to see accounts in the DMP ageing off your credit file and this may attract credit marketing activity from other consumer credit providers.
- ✦ Creditors should ensure that your information is removed from their credit-related marketing lists for the duration of the DMP.
- ✦ Your creditors still have the option to use the county court (in Scotland/Northern Ireland the Sherriff Court/Northern Ireland Court Service) system to pursue their claim against you at any time. They may also issue a default notice under the Consumer Credit Act 1974 (as updated in 2006). They may precede this with statutory letters that should not be ignored. There can be costs incurred by the creditor which they are entitled to add to your account, causing the debt value to increase and the repayment period to be extended. Judgment debts and default notices have an adverse effect on your credit rating and this is unlikely to improve until six years have expired or until the majority of your credit agreements have been settled and marked as satisfied on the credit reference agencies records.
- ✦ We will consider any legal action or potential legal action that may arise from changes in circumstances. You may be paying some debts directly through attachments of earnings or you may have charges on your property that are visible through Land Registry searches. Where a CCJ is already in place then we will monitor the point when it becomes 'statute barred' (i.e. the lender can no longer take legal enforcement action). You must not ignore correspondence threatening legal action.
- ✦ If the creditor chooses to sell a debt that is subject to a DMP, the debt-buyer is generally obliged to honour the existing plan for as long as it operates in accordance with the negotiated terms. It is essential that you inform us if you are notified of a debt assignment.
- ✦ Any monies paid to us will be paid into a Client Account. We will disburse funds to your creditors in sufficient time to ensure that payment is made by the agreed date, subject to Cleared Funds, and in accordance with the Financial Conduct Authority rules. All creditors and their agents are obliged to accept our payments. Should you choose to pay us more frequently than monthly then you have agreed that we will only disburse funds monthly, unless otherwise agreed and confirmed in writing.
- ✦ You have consented for us to deduct our Monthly Management Fee from the Client Account. These will be detailed on your monthly statement and are explained in the Terms of Business.

Important Points to Remember

- ✦ We will notify you if a surplus accumulates in the Client Account. If there is a shortfall then we will notify you who will be paid as a matter of priority.
- ✦ It is your right to communicate with your creditors at any time, but we recommend that you keep calls short, polite and always advise the creditor or their agent of our appointment, quoting your Client ID. Please forward any postal communication you receive from creditors, their debt collectors or their legal agents to us. We will hold this electronically on your case record.
- ✦ Reviews are conducted by us no less frequently than annually, based upon the anniversary of you starting your DMP or the last review date. Your creditors may periodically request reviews. We will periodically request up-to-date copies of your credit report. This will be at our expense. Please do not ignore any of these requests. If reviews are delayed or missed the creditors can terminate any payment arrangements that we may have negotiated. Our Terms of Business set out where we may terminate your DMP after several warnings.
- ✦ Any changes in circumstances, positive or negative, will be taken into account with regard to the repayments offered to your creditors and the duration of your DMP. This may require an advised review.
- ✦ It is important that you promptly respond to any request for signed documentation or additional information regarding your creditors. Any delay in response may affect the outcome of our negotiations with your creditors

Booking a review

We are required to undertake a review with you at least once a year. As part of the advised review, our aim is to continue to meet your personal objectives with regards to the management of the unsecured debts that we are acting upon. This is important when determining the pros and cons of informal debt solutions like a **Debt Management Plan** and formal options available in each legal jurisdiction (e.g. **Debt Relief Order (DRO)**, **Bankruptcy** or an **Individual Voluntary Arrangement (IVA)** in England & Wales). Scotland and Northern Ireland operate different debt solutions.

Flexibility is the key. You can contact us to arrange your debt solution review:

- ✦ We To undertake a telephone review by speaking to an adviser call **01234 836 206**
- ✦ Book on-line at <http://www.atlanticfinancialmanagement.co.uk/review-appointment/>
- ✦ Email our review team at reviews@atlanticfinancialmanagement.co.uk quoting your Client ID

You can send any evidence or correspondence to **FREEPOST ATLANTIC** using a normal envelope. Please remember to quote your DMA number at all times.

Single Financial Guidance Body (SFGB)

From January 2019, the Single Financial Guidance Body (SFGB) brought together as one the Government's money and pensions support services delivered by the Money Advice Service, Pension Wise and The Pensions Advisory Service. You can contact the Money Advice Service for free debt advice by phone on 0800 138 7777 or online at www.moneyadviceservice.org.uk/en/categories/debt-and-borrowing. The website includes providers of free-to-consumer DMP providers.