



Curtis Faraday

Duty Policy & Client Charter

(web)

We are committed to providing you with a highly personalised service with qualified and knowledgeable debt advisers as a for-profit Debt Management company

Produced by the Compliance Unit

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This document is issued by the Compliance Department of:

Curtis Faraday Limited

Trafalgar House, 110 Manchester Road, Altrincham WA14 1NU

Registered in England with no. 06575396 at address above

Authorised and regulated by the Financial Conduct Authority (FRN 662089)

Data Protection Registration Number: Z1395326

E: enquiries@curtisfaraday.co.uk | T: 0161 835 2275 | W: www.curtisfaraday.co.uk

Our Duty Policy

The directors and associates of Curtis Faraday Limited are committed to ensuring that the [Financial Conduct Authority](#) (FCA) principle of delivering good outcomes for our customers is applied in all areas of our day-to-day business activities. As a small firm, we are committed to providing you with a highly personalised service with friendly, qualified and knowledgeable debt advisers.

In adopting the Consumer Duty Principle 12 and cross-cutting rules, we believe that delivering good customer outcomes is about adding value to the service we offer by aiming to:

- Assess with you the benefits and applicability of ‘breathing space’¹ schemes where available
- Protect your interests, assets and money at each stage of the Debt Management Plan (DMP) or Individual Voluntary Arrangement (IVA) product life cycle, from promotion right through to termination and after care. This extends to increasing your disposable income, where achievable
- Meet, as best we can, your unique needs by offering a friendly, open and professional service. This takes account of nearly one third of our plans being with a couple seeking debt relief together, including their communication preferences
- Constantly review our service to identify areas for improvement and to maintain a high level of engagement with you around the on-going suitability and sustainability of your Debt Management Agreement or IVA with us. You are actively encouraged to identify areas of improvement
- Take account of your preferred methods and time of communicating with us and to accommodate these within our day-to-day practices wherever possible, recording any accessibility requirements or special needs that you choose to disclose
- Be especially mindful of the needs of customers that may need extra support

We are committed to ensuring that we:

- Put our customers at the heart of our business and focus on delivering good outcomes throughout their relationship with Curtis Faraday
- Provide high quality debt advice, high quality customer service and deliver individual and joint Debt Management Plans (DMPs) and IVAs that meet your needs, whilst providing fair value
- Communicate and engage with our customers so that they can make effective, timely and properly informed decisions when in receipt of regulated advice
- Do not seek to exploit any behavioural biases, lack of knowledge or characteristics of vulnerability
- Support you in realising the benefits of your DMP or IVA administered by us
- Consistently consider your needs throughout the DMP lifecycle, including topics like your credit file
- Monitor and regularly review the outcomes that you are experiencing, taking prompt action to address any risks to delivering good customer outcomes
- Help you meet your obligations during the course of your Debt Management Agreement with us
- Continuously learn from our growing focus and awareness of real customer outcomes

¹ <https://www.moneyhelper.org.uk/en/money-troubles/dealing-with-debt/what-is-breathing-space-and-how-can-it-help-me>

There are many touchpoints with either an individual or couple in their DMP or IVA journey. Our aim is to be open and transparent in all our business practices, which can include situations where a customer doesn't agree with our recommendations or doesn't respond to important requests for contact or information.

We recognise that to fulfill this policy statement we must:

- Invest in the training and development of our managers and staff to ensure they remain competent and focused on the importance of treating every customer fairly and individually
- Monitor calls, digital communications and activities for training & quality purposes to ensure that any advice given to you is in your best interests. We will record where we make a recommendation and whether you accepted our recommendation as part of the on-going service
- Where a debt advice event occurs then we will issue a suitability statement/advice letter in writing (i.e. by letter or digitally)
- Continually assess the services we provide to you to ensure we can meet your changing requirements and that the solution we offer remains suitable to your needs, recorded objectives and preferences
- Provide up-to-date documentation in durable medium to clearly and unambiguously explain how our debt management services operate
- Ensure any concerns raised by you or your creditors are promptly addressed by front-line staff as soon as is practical
- We will always try and address expressions of dis-satisfaction before they escalate into complaints in line with our 3-day summary response process and [Complaint Policy](#)
- We operate a robust and flexible [Vulnerability Policy](#) to consider any additional support needs that you may have and to look at how we need to tailor our service to address these needs

Client Charter

Your financial and personal well-being is very important to us and we set very high standards of professional conduct to ensure that our clients get the best possible service. 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 treating customers fairly we promise:

- To act in your best interests, offer all-round debt advice based upon your circumstances and be transparent and fair in all of our dealings with you. We will discuss the full range of debt solutions available to you, including the benefits and risks of each option, so that you can make an informed choice.
- To make you aware of [MoneyHelper](#), a free and impartial service set up by the government that is part of the [Money and Pensions Service](#).
- To make you aware that we comply with all applicable law.
- To use your personal information as set out in our [Privacy Policy](#) and our [Cookie Policy](#).
- To ensure that our employees are fully trained to provide the service you expect and are able to identify potential vulnerability where this may require the processing of special category data, as set out by UK GDPR or legislation that may replace this through the lifetime of your plan.

- To keep you informed of the outcome of negotiations with your creditors and of any significant developments thereafter where a plan has been agreed.
- To comply with the FCA Consumer Duty, Consumer Credit Sourcebook and the FCA Handbook more generally where it relates to the regulated activities of a debt management firm. In particular, this will include providing an advice letter where any advice event occurs through the lifetime of the plan and undertaking regular reviews of the on-going suitability of the plan, which will involve an advised review at least once every 12 months from the anniversary of your debt management agreement. We will make all reasonable endeavours to maintain contact with you using the preferred contact method and contact times you have provided us with, which may change from time to time.
- To keep the money you pay to us in a separate Client Account and to pay it to your creditors once received, within five (5) working days of clearance or in sufficient time to ensure that payment is made by the agreed payment date or a date agreed following legal action (i.e. date agreed by the court). If you pay weekly, fortnightly or any other frequency that is not monthly, your payments will be disbursed in accordance with that frequency (e.g. weekly payments will be disbursed weekly).
- To review your plan at least annually or whenever there is a material change in your financial position. If after the review of your circumstances it becomes apparent that an alternative debt solution (e.g. an Individual Voluntary Arrangement or Bankruptcy) may be in your best interests then any fees associated with switching debt solution will be fully explained and your permission will be sought to transfer any personal data to another debt solution provider.
- If you cancel your plan, to refund to you any money intended for your creditors which has not already been disbursed and inform your creditors within five (5) days that we are no longer acting for you.
- To return copy documentation to you at the end of your plan, if requested. Original documentation will have been scanned and returned during the course of the plan.
- To co-operate with anyone appointed by you to act on your behalf with your written authority.
- To disclose on request, our business introducers, service partners or businesses with common controllers, including any commissions or fees payable to or from them. We will always seek your consent when any additional service is offered that is outside of the core purposes of the debt management service.
- To deal with any complaint in accordance with our complaints policy. This includes access to independent redress through the [Financial Ombudsman Service](#).

Curtis Faraday Customer Experience Team

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