



CLINIC GUIDE TO FINANCE AND PROCEDURES

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The UK's largest, award-winning payment solutions provider

Chrysalis Healthcare Group

CLINIC GUIDE TO FINANCE AND PROCEDURES

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Chrysalis Support

Chrysalis is always available to help you with patient finance:

- Check the website at <http://www.chrysalisfinance.co.uk>;
- Email us at theteam@chrysalisfinance.com; or
- Telephone us on 0333 32 32 230

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Introduction

Thank you for choosing Chrysalis to work with your business to provide a consumer credit facility to offer to your patients as an alternative means by which they can pay for their treatment. Our specialist consumer credit businesses, Chrysalis Finance Limited and Financing First Limited, are members of the Chrysalis Healthcare Group and are referred to as “Chrysalis” throughout this guide.

As with most financial products and services, there are very strict and rigorously enforced rules and requirements when it comes to advertising, promoting and selling loans and credit. These come from the Consumer Credit Act, the Financial Conduct Authority (“FCA”) Handbook and our own business values. This Clinic Guide to Finance and Procedures explains those rules and supports your contract with practical details on how to make using finance as effective as possible for your clinic, whilst at the same time always treating your patients (called ‘customers’ or ‘consumers’ in the credit legislation – the words are used interchangeably here) fairly.

Note that there are different rules depending on the type of authorisation of your firm.

If it is directly authorised by the FCA, or if it is an Appointed Representative of an Authorised Firm, it is permitted to advise patients about payment options and assist them in completing credit applications.

If your firm is an Introducer Appointed Representative, the scope of your appointment is restricted to (a) effecting introductions (to an authorised firm) and (b) distributing non-real time financial promotions. You must not advise patients about payment options or assist them in completing credit applications, aside from providing a link to apply.

It is good practice to make your patients aware of the alternative ways available to them to pay for the treatment you have recommended. A loan provided through Chrysalis is an option which may suit their particular circumstances, for example if they want to keep a credit card facility available for other purposes, or if they want the certainty of a specific number of fixed monthly repayments. They must never be made to feel under pressure to take out a loan or be misled about it and they should be totally clear about the repayments they will have to make and the consequences of missing them.

When you or one of your staff mention consumer credit as a payment option to a patient, you are acting as an agent to both Chrysalis and to the lender, so it is very important that you fully understand this guide and the training you are given.

You should keep this guide safe and refer to it on a regular basis. A copy is available under the ‘support’ tab of the **Chrysalis Portal**. We will update it from time to time and you should check regularly for updates. However, the responsibilities in your contract with Chrysalis must always be the ones you follow. If you do see any differences between what your contract says and what this guide says, please contact us. Be aware that the content of this guide is for your information only and does not constitute formal legal advice.

Our business relationship means that we provide access to finance (fixed term credit agreements) and you act as our agent (sometimes called a ‘credit intermediary’ or ‘credit broker’) to promote them. Our corporate values are that we act fairly, ethically and openly at all times.

We also have specific obligations from our regulator, the FCA, to make sure that the loans are promoted, advertised and sold appropriately and that our agents act within the law. This means that you must have the right procedures, training and controls in place to deliver this:

- Procedures are documented ways of doing things so that they happen in a consistent way
- Training will make sure that you and your employees know when and how to follow a procedure
- Controls are a check that procedures are being followed and that training is held and regularly updated

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These don't have to be complicated or difficult but they will help to ensure that every patient has the best possible outcome, that they fully understand their obligations and legal rights, that they have not been misled in any way or have felt under pressure to take out a loan or make a decision to borrow too quickly, that you hold appropriate and up-to-date regulatory authorisations, that you use the patient data you collect on our behalf appropriately, and that you advertise and promote credit in a way that fully complies with the regulations.

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1.0 Training

This section covers your obligations to train your staff on how to sell finance.

Your Chrysalis Account Manager will provide training to you and to your staff (or to your own training team) and will provide refresher training when our processes change or when we launch new products, features or systems.

It is your responsibility to ensure that your sales colleagues always follow their training and procedures.

Keeping records of staff training

You must record and track your colleagues' training, which includes details as follows:

- Employee name;
- Date they started working for you;
- Dates and details of any training (including when refresher training happened); and
- Volumes of the sales they make using our finance products.

This must be kept for as long as the employee stays with your business and for at least 3 years after they have left. Chrysalis Finance may ask for copies of this record from time to time to comply with requests from the regulator.

Training support

Your Chrysalis Account Manager is on hand to demonstrate the system. Please contact us at theteam@chrysalisfinance.com to book a training session.

The FCA has produced a short video on the subject of Treating Customers Fairly, which you and your staff can access at <https://www.fca.org.uk/firms/consumer-credit-treating-customers-fairly>

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2.0 Legislation, rules and regulators

2.1 Consumer-protection bodies – Regulated credit

The Financial Conduct Authority (“FCA”)

From the 1st of April 2014 the FCA took over responsibility for authorising all firms carrying out regulated consumer credit activities from The Office of Fair Trading. Previously called the Financial Services Authority (until April 2013), the FCA is the regulator for the way all financial products and services are promoted and sold in the UK. The FCA has a rigorous approach to make sure that customers get an appropriate outcome when buying financial products and services.

This includes the ability to take action (even if there haven’t been any complaints) when the information about loans and credit products and the way they are sold could be considered to be unclear or misleading.

Your contractual obligation is to work with us to make sure that the expectations of the FCA are met. It can also benefit your business, as patients with a positive experience of borrowing are more likely to return to you for repeat business and to recommend you to others.

The Consumer Credit Act and the Consumer Credit Directive

These laws and regulations cover how companies selling consumer credit must act, the information they provide, how they are licensed, and the protection the law gives to consumers. These include:

- **Customer’s right to withdraw – the ‘Cooling off period’**

Customers have a legal right to withdraw, without having to give a reason, from a regulated consumer credit agreement. The loans we offer give customers 14 calendar days to do this, starting from the day after the loan agreement is signed by the lender, or when they have confirmed in writing, if this is later. We tell customers to contact the lender directly if they wish to withdraw. If they contact you to ask to withdraw from the loan agreement, you must contact us immediately.

Note, however, that a customer withdrawing from the loan agreement does not cancel the purchase they have made from you. The customer will need to make separate arrangements with you to pay for their treatment.

- **Customer’s right to make a claim for faulty or unsatisfactory goods and services**

This is called ‘a claim under section 75 of the Consumer Credit Act’. If a customer believes that the goods and services (i.e. the treatment) paid for using a loan are faulty or unsatisfactory (sometimes referred to as ‘not of merchantable quality’), they can make a claim against the company that provided the loan.

For this reason, Chrysalis will only work with Clinics which are registered with the appropriate Governing Professional Body, with the Care Quality Commission and which hold current Professional Indemnity and Public Liability Insurance.

- **Customer’s right to make a claim if finance has been mis-sold**

This is called ‘a claim under section 56 of the Consumer Credit Act’. If a customer believes they have been disadvantaged financially because they were not given the full facts, or were given misleading

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facts, about the loan they took out, they can make a claim against the company that provided the loan. In these cases, you have an obligation to be able to demonstrate and provide evidence to the lender that the sale of the loan was compliant with all the applicable laws, rules and requirements.

If you are not able to demonstrate and provide evidence of a fully compliant sale, the lender may be obliged to write off some, or all, of the customer's loan. If this happens, the lender has a contractual right to claw-back the amounts involved from you.

- **Equality Act 2010**

The Equality Act gives protection for people so that they are not treated differently solely because of circumstances or conditions which are out of their control or which are not relevant to their application for finance. This includes their gender, ethnic background, religion and any physical disabilities or conditions which affect their mental capacity. Your sales staff must be trained to comply with the Equality Act during their sales activities.

2.2 Exempt and regulated credit agreements

Any loan arranged for a patient is a regulated transaction unless it is exempt.

Consumer credit agreements which are repaid by equal instalments over a maximum term of 12 months and under which the customer pays no charges (e.g. interest or documentation fees) whatsoever are classified as Exempt, and so do not qualify as being regulated agreements. As such, the protections provided in law for consumer credit agreements do not apply.

However, Chrysalis expects that all credit agreements, including those which are technically exempt, will be treated by you as if the statutory protections do apply, as we consider that this to be fundamental to the principle of Treating Customers Fairly.

2.3 Being authorised to carry out consumer credit activities

To carry out regulated transactions, you must be Authorised with Limited Permission by the FCA, or you must be exempt from authorisation by being made either (a) an Introducer Appointed Representative of, or (b) an Appointed Representative of, a Principal Firm which is Authorised with Full Permission.

Both Chrysalis Finance Limited and Financing First Limited are Authorised with Full Permission by the FCA. Details can be viewed on the Financial Services Register: www.register.fca.org.uk

If you are an Appointed Representative or an Introducer Appointed Representative of Chrysalis, you must not introduce patients for either regulated or unregulated consumer credit products to any lenders other than those to whom you have been introduced by Chrysalis.

If you are directly authorised by the FCA, you must make sure that your authorisation is maintained. This includes payment of your Periodic Fees and completion of your Annual Returns (RegData). You must notify Chrysalis immediately if you decide to apply to cancel your authorisation, your authorisation is revoked or if your business has done anything that may call into question your fitness to be authorised or if you are aware of any regulatory investigation.

The detailed rules around the provision of consumer credit are in the Consumer Credit Sourcebook (CONC) in the Specialist Sourcebook section of the FCA Handbook www.handbook.fca.org.uk.

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2.4 Sales practice

Treating Customers Fairly

Under the Financial Services & Markets Act 2000, companies and their agents who provide and sell financial products and services must always 'Treat Customers Fairly'.

If you are an Introducer Appointed Representative you are restricted to showing patients non-real time information about credit and introducing them (by sending them a personalised link through the Chrysalis Portal) for them to complete an application themselves. You must not discuss a range of finance options or answer any questions regarding consumer credit. All applicants can contact Chrysalis with any queries.

If you are an Appointed Representative or an Authorised Firm, you can discuss payment options with your patient and can assist them to complete a credit application, so it is important that your sales staff always act in such a way that customers clearly understand:

- The costs of the loan - this includes the interest, any credit facility fee (and that this is added to the loan and attracts interest) and any completion fee which is paid with the final repayment;
- Their obligations under the loan agreement, for example, that they must contact the lender before they attempt to settle the loan early;
- The repayments - that they can afford them and that they are aware of the consequences of missing any of them; and
- The information given to them about the loan.

Oversight by lenders

Lenders are required to make sure that their agents are not using unfair business practices or acting unlawfully, and to take "appropriate responsibility" for their actions (or inactions). You may be periodically asked to provide information to assist with this oversight.

Making sure the lender acts responsibly

Our loan application process includes steps to make sure that customers are in a position to make their loan repayments. Your sales staff must also make us aware of any other indications that the customer may not be able to make repayments on a loan, both during each stage of the application process and also after the loan has been provided, so that we can pass this information to the lender. This can include indications that the customer is taking out other loans to pay a deposit, or indications that their income or employment status is expected to change during the life of the loan.

Validating customer identity

Even though customers should already be well-known to you, as they are patients of your clinic, your staff must still validate their identities and home addresses. If you are not able to demonstrate and provide evidence that these checks have been made, the lender can take action to recover any resulting losses. Ensuring you are aware of an applicants identity can help reduce financial crime and fraud.

Reducing the impacts of fraud

Listed below are requirements to help prevent fraud. Your procedures, training and controls must ensure that:

- The identity of the customer applying for the loan has been validated; If a third party is applying or a loan on behalf of a patient, you must validate their identity and confirm they consent to the application

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- The description of the 'goods or services' shown in the loan agreement properly describes the treatment that to the patient will undergo;
- The customer application and loan agreement has been completed as described in this guide; and
- The patient has signed (or e-signed) the original, completed loan agreement.

The above requirements must form part of your delivery process. Once credit approval has been obtained and the above checks have been completed, you can carry out the treatment.

Disclosing commission

Your sales representatives and any advertising you do must tell customers about the existence of any commission or benefit you get from the lender when a loan is taken out. You must also be able to, on request, provide details of the amount of commission or benefits involved, and how it is worked out. You do not have to disclose if you pay a subsidy to the lender, for example if you choose to offer an interest free loan.

2.5 Vulnerable Customers

Vulnerable Customer Identification Explanation

The FCA defines a vulnerable customer as “... *someone who, due to their personal circumstances, is especially susceptible to harm - particularly when a firm is not acting with appropriate levels of care.*”

Wherever possible, the needs of vulnerable customers must be considered and engagement with those customers must reflect their circumstances and needs.

All customers are at risk of becoming vulnerable, but this risk is increased by having characteristics of vulnerability. Vulnerability can arise from a broad range of personal circumstances and may be a temporary or permanent state

Chrysalis seeks to identify any customer vulnerability at the earliest possible opportunity to ensure that the customer receives adequate support throughout their relationship with the firm.

When vulnerability is identified, colleagues will take a flexible and tailored response to a customer's circumstances, being considerate and responsive to a customer's vulnerability.

Guidelines on identification of Vulnerable Customers

Customers may become vulnerable at any time and vulnerability can be temporary, sporadic or permanent in nature. For the purposes of this policy, Chrysalis would recognise the following as vulnerable customers:

A person aged 18 or over who:

- Has a learning or physical disability, or does not display the mental capacity to make informed decisions;
- Has a severe or long-term illness;
- Has a physical or mental illness, chronic or otherwise including an addiction to alcohol, drugs or gambling;
- Is showing signs of age-related cognitive or dexterity impairment, sensory impairments such as sight or hearing, or onset of ill health;
- Is impaired in their ability to protect him or herself from assault, abuse or neglect or is the victim of domestic abuse; or
- Is threatening suicide or harm to self or others.

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The following may also be indicators of vulnerability, depending on the customer's circumstances:

- Has low literacy, numeracy and financial capability skills;
- Has non-standard requirements or credit history, such as armed forces or other personnel returning from abroad, ex-offenders, care-home leavers, recent immigrants;
- Does not have English as their first language;
- Has caring responsibilities (including operating a power of attorney);
- Is experiencing a time of stress or anxiety (e.g. redundancy, bereavement, divorce) or has an unexpected change in personal circumstances; or
- Has experienced an unexpected change in personal circumstances.

Triggers to customer contact staff include:

- Payments suddenly cease;
- Late or missed payment;
- Unusual activity on an account; or
- Frequent and or repeated requests for unusual items

Phrases in letters or calls that might indicate vulnerability:

- I can't read / understand the letter you sent me;
- I don't know what I need to do;
- I am being told not to do this, but I do not know what is best;
- I can't read your letter;
- I am having difficulties in my life; or
- Other things are stopping me.

Staff should also be on the lookout for:

- Shortness of breath or signs of agitation;
- Asking for repetition or other signs that customer is not retaining information;
- Signs that the customer is confused or has not understood;
- Mention of medication, major medical treatments or procedures; or
- Influence of third parties.

Actions firms should take to treat vulnerable customers fairly

Firms will need to use their judgement to consider what each section of this means for them and what they should do to make sure they treat customers fairly.

Understanding the needs of vulnerable customers

- Understand the nature and scale of characteristics of vulnerability that exist in their target market and customer base.
- Understand the impact of vulnerability on the needs of consumers in their target market and customer base, by asking what types of harm or disadvantage customers may be vulnerable to, and how this might affect the consumer experience and outcomes.

Skills and capability of staff

- Embed the fair treatment of vulnerable consumers across the workforce. All relevant staff should understand how their role affects the fair treatment of vulnerable consumers.
- Ensure frontline staff have the necessary skills and capability to recognise and respond to a range of characteristics of vulnerability.

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- Offer practical and emotional support to frontline staff dealing with vulnerable consumers.

Taking practical action

- Set up systems and processes in a way that will support and enable vulnerable consumers to disclose their needs. Firms should be able to spot signs of vulnerability.
- Deliver appropriate customer service that responds flexibly to the needs of vulnerable consumers.
- Make consumers aware of support available to them, including relevant options for third party representation and specialist support services.
- Put in place systems and processes that support the delivery of good customer service, including systems to note and retrieve information about a customer's needs.
- Make sure all communications and information about products and services are understandable for consumers in their target market and customer base.
- Consider how they communicate with vulnerable consumers, taking into consideration their needs. Where possible, firms should offer multiple channels so vulnerable consumers have a choice.

2.6 Advertising and promoting finance

Listed below are the main regulations, rules and support around advertising and promoting finance alongside your products and services. Note that this is just a general overview, it is not formal legal advice. If your advert or promotion mentions Chrysalis or its credit products or services, then under the rules we are also viewed as the 'advertiser'. This means we have a responsibility to check that the promotion or advert does not breach the laws and regulations that cover advertising of loans and credit products.

To help you with drafting any financial promotions, which include media advertising, direct mailshots and the way in which credit is presented on your website, please request a copy of the rules by email from compliance@chrysalisfinance.com.

We review your website for compliance when you start to work with us and at regular intervals thereafter. However, if you do intend to make any changes to the credit offer in it, or if you want to advertise in any other medium, you must send a draft copy to us for approval. You must ensure that any changes Chrysalis Finance asks you to make to any marketing material or your website are completing promptly and accurately.

General advertising requirements

The Advertising Standards Authority www.asa.org.uk is the UK's independent regulator of advertising and applies the Advertising Codes across all media. It acts on complaints about adverts and proactively checks the media to take action against misleading, harmful or offensive advertisements.

The Committee of Advertising Practice ('CAP') www.cap.org.uk/Advertising-Codes.aspx is responsible for writing and maintaining the UK's Advertising Codes and providing authoritative advice on the rules. The Advertising Codes say that advertising must be responsible and must not mislead or offend, and it includes rules that cover advertising in specific sectors, such as financial products.

The key requirements are that all adverts must be clear, fair and not misleading and be in easy to understand language. As an advertiser you must be able to objectively substantiate and evidence any claims you make.

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Regulators can and do take action when adverts breach the rules or don't follow guidelines. This can include fines, censure and prosecutions. There are also the costs and impacts of reputational damage when a regulator's actions are made public, and of having to replace or stop an advertising campaign.

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3.0 Regulated Credit Advertising

For adverts which mention loans and credit (financial promotions)

The rules are set out in the Consumer Credit Sourcebook (CONC) and cover any published advertising of products which are regulated by the Consumer Credit Act. An advert is 'published' every time it is made available to the public, and it includes advertising and communications in all media channels.

The FCA will review advertising which mentions loans and credit, looking to ensure that:

- If the advert contains any APR Triggers, then further relevant information, as noted below, must be included in the advertisement;
- All adverts offering credit include the name of the advertiser, as shown on the Financial Services Register. You can check your own firm's details here <https://register.fca.org.uk/s/>;
- For adverts that display a rate of interest or the cost of credit, the full postal address of the advertiser is clearly shown. There are certain exclusions, depending on the type of media being used (e.g. TV or radio) or the location of the advert (e.g. on the advertisers' premises);
- As an advertiser you are required to disclose the extent of your independence from the lender - whether they are sole credit providers or one of a panel of lenders. This forms part of the status disclosure that can be displayed at the bottom of the advert;
- The advert must contain important wording explaining that 'credit is subject to status' and what the purchase price thresholds are for the credit promotion. This must be included in the financial promotion copy and not in any small print; and
- When developing a website, you must also consider the overall customer journey through the different pages and areas, in particular when and how finance products are mentioned and how details are displayed. Chrysalis has various templates which you can use to describe consumer credit on your website.

Specific requirements in the Consumer Credit Sourcebook

CONC 3.3.1 – A firm must ensure that a communication or financial promotion is clear, fair and not misleading.

CONC 3.3.2 – A firm must ensure that a communication or a financial promotion:

- uses plain and intelligible language;
- is easily legible; and
- specifies the name of the person making the communication.

CONC 3.3.3 – A firm must not in a financial promotion or communication to a customer suggest or state, expressly or by implication, that credit is available regardless of the customer's financial circumstances or status.

Content of financial promotions

CONC 3.5.3 – Where a financial promotion includes a rate of interest other than 0%, or an amount or value relating to the cost of the credit, it shall also:

- include a representative example (see below), unless the financial promotion relates only to credit agreements where the APR is 0%; and
- specify a postal address at which the person making the financial promotion may be contacted, except where it appears in any form on the premises of a dealer or creditor (not being financial promotions in writing which customers are intended to take away), or it includes the name and a postal address of a credit broker.

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Representative Example

CONC 3.5.5 – The representative example must comprise the following items of information:

- the rate of interest, whether fixed, variable or both;
- the nature and amount of any other charge included in the total charge for credit;
- the total amount of credit;
- the representative APR;
- the duration of the agreement;
- the total amount payable; and
- the amount of each repayment of credit.

For the purposes of the representative example, the information shall be that which the firm communicating the financial promotion reasonably expects at the date on which the financial promotion

The information must be:

- specified in a clear and concise way;
- accompanied by the words “representative example”;
- presented together with each item of information being given equal prominence; and
- given greater prominence than any other information relating to the cost of the credit in the financial promotion.

Annual Percentage Rate of Charge (APR)

CONC 3.5.9 – In a financial promotion:

- An APR must be shown as “%APR”;
- Where an APR is subject to change it shall be accompanied by the word “variable”; and
- The representative APR must be accompanied by the word “representative”.

Representative APR

This is the APR at or below which you reasonably expect that at least 51% of loans will be set up on, at the date your advert or promotion is published. You need to show a Representative APR if your advert or promotional item includes an incentive to buy using a loan or credit, for example, ‘spread the cost’. The ‘x% APR’ part must be the most prominent element of the promotion.

Restrictions on certain expressions in credit advertisements

CONC 3.5.12 – A financial promotion must not include:

- the expression “interest free” or any similar expression indicating that a customer is liable to pay no greater amount in respect of a transaction financed by credit than he would be liable to pay as a cash purchaser in relation to the like transaction, except where the total amount payable by the debtor does not exceed the cash price;
- the expression “no deposit” or any similar expression, except where no advance payments are to be made;
- the expression “loan guaranteed” or “pre-approved” or “no credit checks” or any similar expression, except where the agreement is free of any conditions regarding the credit status of the customer;
- the expression “gift”, “present” or any similar expression except where there are no conditions which would require the customer to repay the credit or return the item that is the subject of the claim; or
- the expression “weekly equivalent” or any expression to the like effect or any expression of any other periodical equivalent, unless weekly payments or the other periodical payments are

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provided for under the agreement (note that Chrysalis only offers consumer credit repayable in monthly instalments, so these expressions will never be relevant).

Specific restrictions on Introducer Appointed Representatives

Introducer Appointed Representatives are only permitted to use 'non-real time' financial promotions. Effectively this means that they can use printed materials which include generic statements about credit, which can include representative examples of typical loans, but they must not produce a detailed quotation specific to an individual customer.

Credit broker's registered name and status

CONC 3.7.5 – A firm must ensure that a financial promotion or a communication with a customer specifies the legal name of the firm as it appears in the Financial Services Register and not merely a trading name.

The rule does not prohibit the use of trading names, but it does require the legal name to be given in addition to any trading name used. If the firm is a company registered under the Companies Act 2006, the firm's legal name will be the name by which it is registered.

CONC 3.7.7 – A firm which is a credit broker and not a lender must ensure that any financial promotion states prominently that the firm is a credit broker and that it is not a lender.

Chrysalis accounts must provide information about their authorisation wherever they refer to credit, finance or funding options. This could be on websites, in mail/email marketing campaigns or in press adverts. **Please contact Chrysalis to obtain your bespoke wording.**

Getting your adverts and promotions approved

If you are using any marketing literature other than that provided to you by Chrysalis, or if you plan any advertising or promotional activity that mentions Chrysalis or our products, you must obtain our approval us beforehand. Your advert or promotion cannot contain the Chrysalis logo, branding or trademarks unless we have given specific written permission to allow it.

Note also that the FCA does not allow third parties to use its logo on any websites or in any advertising.

Notices from authorities or regulators

If you receive any notices from any authority about your advert or promotional activity which mentions Chrysalis or our products, you must notify us immediately.

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4.0 Data Protection

The Data Protection Act 2018 (“DPA”), which superseded the Data Protection Act 1998, came into effect on 23 May 2018. It supplements the EU General Data Protection Regulation (“GDPR”) which came into effect on 25 May 2018.

The GDPR regulates the collection, storage, and use of personal data, which is any data that can identify a living individual. When your patient applies for a loan, you may be helping them to provide their personal data (contact details, income, etc.) to Chrysalis and to the lender.

The data is used to make a decision about your patient’s creditworthiness and to administer their loan, but before submitting an application the customer must read, and confirm that they have read, the following:

How Chrysalis Finance will use your information:

- Personal information which you supply to us will be used to make an application for a regulated consumer credit loan when you click ‘Submit’ at the end of the application form.
- You must provide accurate information. We will forward your application to a finance company, which will search records relating to you at credit reference agencies. They will add details of their search and of this application to your records and this will be seen by other organisations that make searches. The finance company may also check at fraud prevention agencies to prevent or detect fraud.
- If false or inaccurate information is provided and is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.
- If you have made a joint application, or if you tell us that you have a spouse or financial associate, both the finance company and the credit reference agencies will link your records together, so you must be sure that you have their agreement to disclose information about them.
- For further details about how your information is used and your rights to request a copy of the information we hold about you, click [here](#), telephone us on 0333 32 32 230 or write to: The Data Protection Officer, Chrysalis Healthcare Group, PO Box 404, Alderley Edge, Cheshire SK9 0EA.

The Data Protection Principles

The GDPR requires that personal data is:

1. Processed lawfully, fairly and in a transparent manner in relation to individuals;
2. Collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes;
3. Adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
4. Accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay;
5. Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals; and
6. Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

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Special category data

Special category data is more sensitive, and so needs more protection. For example, information about an individual's:

- race;
- ethnic origin;
- politics;
- religion;
- trade union membership;
- genetics;
- biometrics (where used for ID purposes);
- health;
- sex life; or
- sexual orientation.

No special category data is required in a Chrysalis loan application. However, there are rare circumstances in which you would need to disclose medical information about your patients, for example on those occasions where that information is necessary for us to discharge our obligations to support customers who have conditions which affect their mental capacity.

Your patients' rights under GDPR

The GDPR creates some new rights for individuals and strengthens some of the rights that currently exist under the DPA. The GDPR provides the following rights for individuals:

1. The right to be informed
2. The right of access;
3. The right to rectification;
4. The right to erasure;
5. The right to restrict processing;
6. The right to data portability;
7. The right to object; and
8. Rights in relation to automated decision making and profiling.

Full details can be found in the ICO publication Overview of the General Data Protection Regulation which can be downloaded from <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/>

Responsibilities of a Data Controller

Within your own business you will undoubtedly collect personal data and special category data. You are therefore a data controller and as such you need to register with the Information Commissioner's Office. Visit www.ico.org.uk for more details.

As a general guide, you should ensure that you always:

- Get customer consent to collect their data and be clear with them about how the data will be used;
- Only use data in the way you told the customer you would. For example, do not pass customer details to a third party or use it for marketing, if you did not tell the customer you would do this;
- Only collect and record data that is specifically needed. Do not collect data because it 'may' be useful in the future;
- Make sure your staff record data accurately;

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- Update incorrect information if customers ask you to or, if you believe the information you hold is correct, you must note that the customer disputed its accuracy;
- Do not keep data for longer than is necessary. Regularly review the length of time for which personal data is kept and why you need to continue to hold the information;
- Have formal methods for securing and destroying data, e.g. paper shredders, secure waste contractors and erasure processes for electronic data on drives, servers and disks. Tell us immediately if customer data has been lost or stolen;
- Comply with the requirements in Section 6 of this guide on controlling access to our systems. This includes validating who has access to our systems and controlling usernames and passwords,
- Keep records of where personal customer data is held, including who can (or who could have had) access to it, and make sure that all personal customer data is subject to appropriate safeguards, e.g. securely locking physical files in a filing cabinet to which only authorised employees have access, and ensuring that personal customer data is not captured or used outside of our or your secure systems (e.g. do not take a computer screenshot of web-based application data),
- Do not transfer data outside the European Economic Area (EEA) unless the receiving country offers a level of protection which is the same or higher than that afforded to personal data in the UK,
- Ensure that staff are trained to immediately report any theft or loss of customer data to their line manager;
- Immediately pass to us any customer complaints which imply or demonstrate that the Data Protection Act has not been complied with;
- Train all staff who come into contact with customer data, and make sure there is monitoring and regular refresher training in place. Be aware that employees who process (including obtaining and disclosing) personal data when they are not authorised to do so can be held personally accountable and criminally liable; and
- Make sure your sales staff (and anyone who works with data in relation to our loans) are aware that they can be held personally accountable and criminally liable if they act in a way which breaches the DPA or the GDPR.

CLINIC GUIDE TO FINANCE AND PROCEDURES

5.0 Our products and how they work

5.1 Finance products

Both you and Chrysalis are brokers for one or more lenders.

From the many consumer credit products available in the market, Chrysalis has selected those which it considers to be most appropriate for your patients to use to pay for the cost of their treatment. These are all unsecured fixed term agreements over terms from 6 to 60 months. They include Interest Free and Interest Bearing at APRs of 9.9%, 12.9, 14.9% and 16.9%.

It is for you to decide which credit products you offer for particular treatments.

Chrysalis has two ranges of payment options for you to offer to your patients:

- Exempt payment plans **only** – 0% interest free over 6,10,12 months, or
- Exempt and regulated payment plans, covering both interest free and interest bearing loans. To be able to do this your firm has either to be authorised by the FCA or has to be to be exempt from needing to be being authorised by becoming an Appointed Representative or an Introducer Appointed Representative of an Authorised Firm.

The products are not designed for customers who:

- Cannot afford their monthly repayments.
- Are unable to understand the terms and conditions of a credit agreement.
- Do not want to have a monthly repayment commitment and can purchase the goods by cash without significant impact on their financial circumstances
- Are likely to have personal circumstances that materially change during the term of the loan.

5.2 Product features

Product Benefits

Benefits of the product are:

- Interest bearing loans with repayment periods ranging from 6 to 60 months which make it easier for customers to match their purchase to their monthly budget.
- Pre-calculated indicative interest at point of application so the customer knows the maximum amount to be repaid under the terms of the credit agreement.
- Customers can repay early to reduce the total interest charged.
- Partial settlement reduces the term of the loan which means the customer will pay less interest.
- Most repayments begin after the original fulfilment of goods/services so the customer is not typically making repayments until 1 month after the goods and services have been received.

Repayments

Customers monthly repayments, which are made directly to the lender, start the month after the loan has been paid to you by the lender and must be made by direct debit.

APR

APR stands for Annual Percentage Rate of Charge. It can be used to compare different credit and loan offers, as it includes:

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- the interest rate,
- the length of time the loan agreement is over,
- how often and when repayments are made, and how much they are, and
- any fees or extra charges included with the loan, such as a credit facility (sometimes called a document fee), which is added to the loan, and a completion fee, which is paid with the final repayment.

If the charges for a loan include any fixed elements, for example a document fee, the APR will vary slightly depending on the amount of the loan. An APR calculation doesn't include fees or charges that happen if payments are late or missed altogether. It is important that you can explain APRs to customers, as this is a very common query.

Option to pay off the loan early

Customers have a legal right under the Consumer Credit Act to be able to pay off all or part of their loan early. When a customer partially settles the loan, the lender may offer the choice of either reducing the remaining number of repayments they have to make and/or of reducing the amount of the remaining monthly instalments. Customers are given details of how to do this in the documents provided when the loan is applied for and set up.

The customer can make a payment to pay off all or part of the loan balance. Further details are shown in the terms and conditions of the loan.

In summary, customers must contact the lender before they send any extra payment. They will then send them an up to date settlement figure so that they know exactly how much they need to pay.

Welcome letters

All customers are sent a Welcome email by the lender when their loan is paid out. This confirms information such as their agreement number, repayments and the bank details which will be used to collect the repayments.

Annual Statements

Customer's statements are sent on the anniversary of the date that their account was set-up. Statements are not sent if there is no balance remaining.

Consequences of missing payments

If customers do get into financial difficulty, we strongly encourage them to contact the lender. They can consider various options to help them in their current situation. Full details are shown in the terms and conditions of the loan provided to the customer.

However, if they do miss repayments without contacting the lender, there are serious consequences. They will be charged additional fees for missing repayments and for being contacted, and the lender can demand that the full balance of the loan is repaid early. The total amount of interest payable will increase as the loan is outstanding for longer.

The lender can also add a negative reference to the customer's credit file, which may make future borrowing harder to obtain and more expensive. In extreme circumstances, the lender can take legal action to recover what is owed. It is unlikely that this would result in repossession of the customer's home.

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Customers must be made aware that they have an obligation to make repayments to the lender even if they have a dispute with you about the treatment provided. If the dispute cannot be settled, customers can make a claim under Section 75 of the Consumer Credit Act. If they stop payments, the consequences of missing payments will still apply.

5.3 Credit agreements

Regulated Credit Agreements vary between different lenders, but all will include the following documents as a minimum:

Covering letter

The covering letter summarises the details of the loan, and what the salesperson should do next. It should not be given to the customer.

Your loan explained

This is an explanation of a personal (unsecured) loan. This must be used to give a verbal, adequate explanation of the loan to the customer.

How we use your information

This is the lender's data privacy policy, and it explains to the customer what we may do with their personal information.

Pre-contract credit information (SECCI)

This contains all the information that a customer must be given before they enter into a loan or credit agreement. The structure and content is prescribed under the Consumer Credit Directive. This part of the pack must be given to the customer and the customer must be given time to read it before the loan agreement is signed.

Written Adequate Explanation

This explains the loan agreement, and answers the questions:

- Is this loan suitable for what I want to use it for?
- What are my rights in relation to purchases financed by the Agreement?
- How much will the loan cost me?
- Which other features of the agreement should I be aware of?
- What are the primary consequences of not keeping up with my repayments?
- Is there a right to withdraw 6 from the Agreement?
- How do I ask for further explanation or information?

Fixed-sum loan agreement

This is the legal agreement between the lender and the customer. It documents what is being bought with the loan, the rates and amounts involved, and the customer's declaration and signature. A copy of the loan agreement is printed for the customer, and a further copy must be returned to Chrysalis to be forwarded to the lender.

Terms and conditions of your customer's loan

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These are the rights and obligations on the lender and your customer during the loan. This also includes a copy of the direct debit guarantee. The terms and conditions are printed along with the customer copy of the loan agreement.

Direct debit mandate

This is the instruction and details for the lender to collect repayments. If the customer wants repayments to be collected from a different bank account from the one they provided during the application process, and you have selected this option during the application process, the mandate needs to be signed by the person who can authorise repayments from that account.

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6.0 The Chrysalis Portal

The Chrysalis Portal is accessed through a link your Chrysalis Account Manager will add to your desktop. You can also **login via the website** <https://chrysalisfinance.co.uk>

If you are an Appointed Representative (AR), on the Chrysalis Portal you can:

- Provide the applicant with a quote for a funding option;
- Start a new credit application;
- Send an application link to the patient via email and SMS;
- Print a quote for the applicant;
- Access reports and information about applications; and
- Manage your Chrysalis account.
- Access a range of marketing and training materials

If you are an Introducer Appointed Representative (AR), on the Chrysalis Portal you can:

- Send an application link to the patient via email and SMS;
- Access reports and information about applications; and
- Manage your Chrysalis account.
- Access a range of marketing and training materials

Controlling access to our systems

To give you access to the Chrysalis Portal, you must have controls and procedures in place to make sure that access is secure at all times, and these must ensure that;

- At least one employee is responsible for creating, changing and removing user accounts and keeping record of these events. They must not have access or be able to authorise their own access to the system;
- System access must only be given to employees who have had their identity verified;
- Usernames and passwords must be communicated and stored in a secure manner (e.g. secure email);
- A user must be prompted to reset their password when they first log-on;
- A record must be kept of all users who access the system;
- You regularly check that access is appropriate to the employee's role and legitimate, for example if they change jobs and no longer sell loans; and
- Passwords must:
 - Be encrypted and protected so they cannot be easily obtained;
 - Be changed at least every 28 days;
 - Not be re-used within 1 year; and
 - Not be shared between employees.

Additional access to our application systems

Alongside the Chrysalis portal we have also created two additional methods to process applications.

- **Fast track** –this application method gives you the control to enter treatment cost and deposit, with fast track you will have the ability to easily send all the payment options to a patient without having to log into the portal – request you fast track link by email us at theteam@chrysalisfinance.com.
- **Partner app** – this gives full control to the patient and this application method would work well should you wish to add a link to your email signatures or treatment plans, request you partner app link by email us at theteam@chrysalisfinance.com.

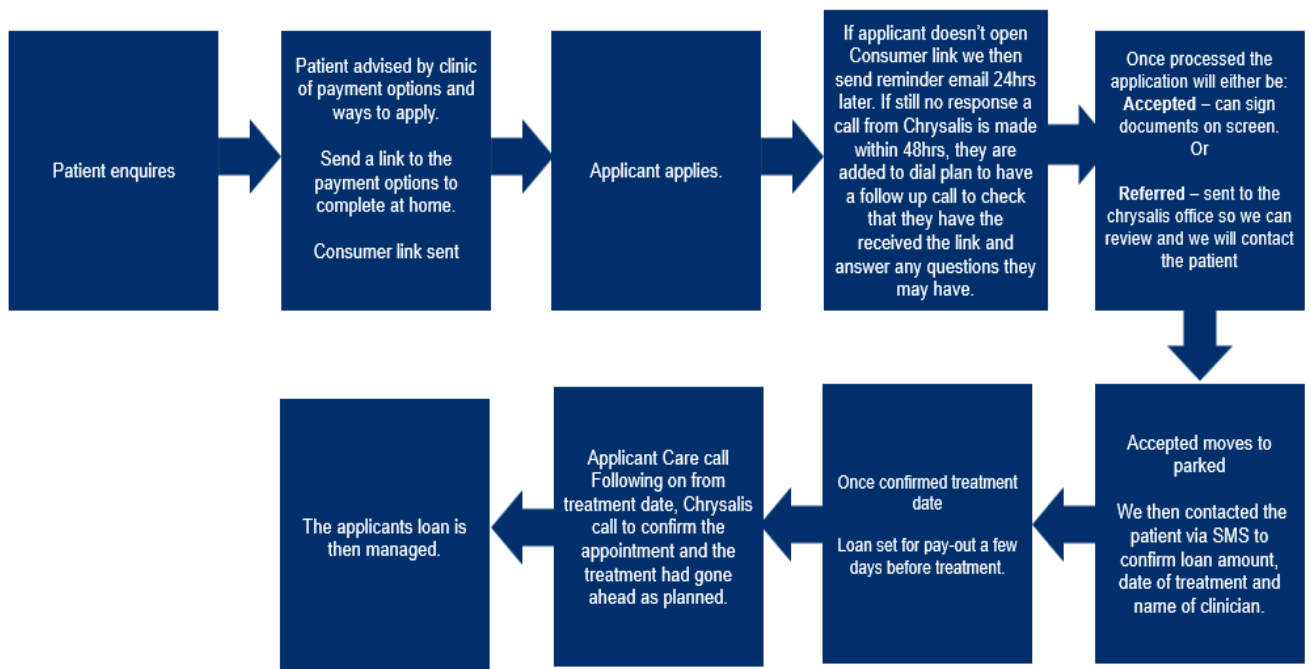
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6.1 Application Process Flow

If your firm is an Introducer Appointed Representative, or if your patient has selected one of the 'Complete at home' options, once you have logged in to the Chrysalis Portal you simply input their name and contact details into the 'Send to applicant' screen. The Chrysalis system will then send them a link to their application for them to complete and submit.

You have no further input into the application process. You will be notified when the application has been accepted and the patient has signed the credit agreement.

The process flow for this is as follows:

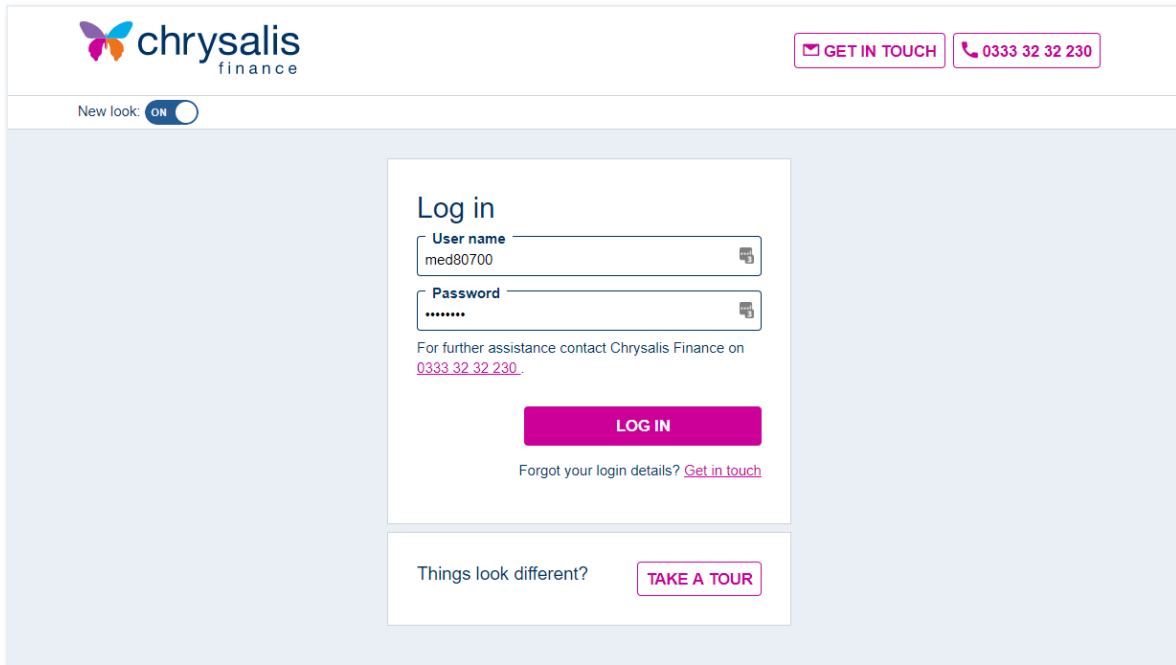


If you are an Authorised Firm or an Appointed Representative and the application is being completed at your premises, the steps you follow are as detailed in paragraphs 6.2 to 6.4, below.

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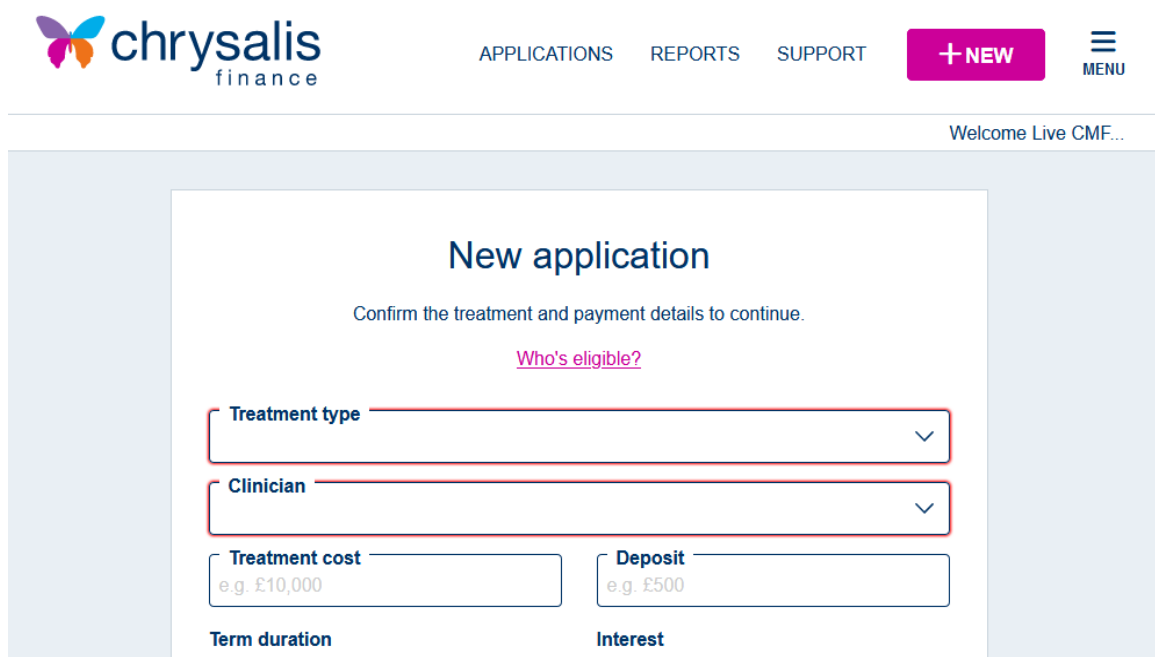
6.2 The loan application process

The **Chrysalis Portal** opens with the following home screen:



The Chrysalis Finance home screen features the logo at the top left and a 'GET IN TOUCH' button with the phone number 0333 32 32 230 at the top right. A 'New look' toggle switch is set to 'ON'. The central 'Log in' section contains fields for 'User name' (pre-filled with 'med80700') and 'Password' (masked with dots). Below these fields is a link to contact Chrysalis Finance on 0333 32 32 230, a 'LOG IN' button, and a 'Forgot your login details? Get in touch' link. At the bottom, there is a 'TAKE A TOUR' button.

After logging in, you will see:



The Chrysalis Finance dashboard displays the logo on the left and navigation links for 'APPLICATIONS', 'REPORTS', 'SUPPORT', and a '+ NEW' button on the right. A 'MENU' icon is also present. The main content area shows a 'Welcome Live CMF...' message and a 'New application' section. This section includes a confirmation prompt, a link to 'Who's eligible?', and input fields for 'Treatment type', 'Clinician', 'Treatment cost' (with an example of £10,000), and 'Deposit' (with an example of £500). The 'Term duration' and 'Interest' fields are also visible at the bottom.

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Here you can enter the basic details about the treatment and the cost, which will generate the various payment options available for your patient.

You can also:

- See the cost of the various payment options available for your patient's treatment, and proceed directly into an application if they choose to do so; or send email and SMS link to the applicant for them to complete the application at home;
- Check on the status of a referred application;
- Resume an application started earlier;
- Download reports about the credit activity on your account;
- Access Chrysalis support;
- Download the latest version of this **Clinic Guide to Finance and Procedures**; and
- Administer your practice account.

Use the finance calculator to work out the Payment Options for your patient's treatment - simply select the treatment type, enter the total price in the 'Treatment cost' box, enter a deposit (if any) and the lowest monthly Payment Option(s) will be displayed.

The screenshot shows the Chrysalis Finance website interface. At the top, there is a navigation bar with the Chrysalis Finance logo on the left and links for APPLICATIONS, REPORTS, SUPPORT, a + NEW button, and a MENU icon. Below the navigation bar, a 'Welcome' message is visible. The main content area features a 'New application' form. The form has a title 'New application' and a subtitle 'Enter the treatment cost and deposit to view the payment options available.' Below this, there is a link 'Who's eligible?'. The form contains several input fields: 'Treatment type' (a dropdown menu), 'Treatment cost' (with an example 'e.g. £10,000'), 'Deposit' (with an example 'e.g. £500'), 'Term duration' (with a label 'Months' and a row of buttons for 12, 24, 36, 48, and 60), and 'Interest' (with a label 'APR %' and a row of buttons for 0 and 9.9).

You can use the finance calculator as often as you like:

- to compare the monthly costs of different treatments;
- to see the effect of adding a deposit; and
- to see any other finance options – click 'view' to see what's available.

You can now review the different payment plans available by selecting any of the different Terms, and then:

- **VIEW** – displays all of the payment options on one screen,
- **SEND ALL** – sends all of the options to the patient for him to select from and to allow him to complete an application at home,
- **PRINT** – prints all of the payment plan options available for the patient to study at his leisure,

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- **SEND THIS PLAN** – sends the payment plan detailed on the screen to the patient for him to complete an application at home, or
- **APPLY NOW** - complete the application now with your patient.

Clicking **SEND THIS PLAN** will generate:

The screenshot displays a web interface for sending a finance payment plan to an applicant. The left panel, titled 'Your plan', shows a 'FINANCE PAYMENT PLAN' with a monthly payment of £63.00. It includes details such as 'Treatment cost: £3000', 'Deposit: £0', 'Loan amount: £3000', 'Total interest: £780', and 'Total to repay: £3780'. The right panel, titled 'Send to applicant', contains fields for applicant details: Title, First name, Last name, Contact tel, Email, Client id, and Treatment date. It also includes a question 'Is the applicant also the patient who will be receiving treatment?' with 'YES' and 'NO' buttons. At the bottom right, there are 'DON'T SEND' and 'SEND' buttons. The top of the right panel explains that clicking 'SEND' will send an email and SMS message to the applicant.

Enter the treatment cost and deposit to view the payment options available.

[Who's eligible?](#)

Treatment type
Single implant surgery

Clinician
To Be Confirmed

Treatment cost
£3,000

Deposit
£0.00

Term duration
Months
6 10 12 18 24 36 48 60

Interest
APR %
0 9.9 12.9

Your plan All available plans: [VIEW](#) [SEND ALL](#) [PRINT](#)

FINANCE PAYMENT PLAN

£63.00 / mo

Interest Bearing 9.9% over 60mths..

Single implant surgery

Treatment cost: £3000

Deposit: £0

Loan amount: £3000

Total interest: £780

Total to repay: £3780

Finance is arranged through Chrysalis Finance Limited, registered at 1 Worsley Court, High Street, Worsley, Manchester, M28 3NJ. www.chrysalisfinance.com. Chrysalis Finance Limited is the broker, Hitachi Capital (UK) PLC is the lender. All parties named here are authorised and regulated by the Financial Conduct Authority. Credit acceptance is subject to application and status. Terms and conditions apply.

Send to applicant

This will send an email and SMS message to the applicant, with a link to finish their application later.

Applicant details

Title

First name e.g. James

Last name e.g. Brown

Contact tel e.g. 07123 456789

Email e.g. james.brown@get-on-up.co.uk

Client id: e.g. 12345678

Treatment date: e.g. dd/mm/yyyy

Is the applicant also the patient who will be receiving treatment?

Complete the applicant's Title, First Name, Surname, Mobile phone number and Email address. You must also select whether the applicant is the also the patient who will be receiving the treatment. Once completed click **SEND**.

Alternatively, if the applicant chooses one of the payment plan options and (without any commitment at this stage) wants to proceed with an application click **APPLY NOW**.

The application process comprises sequence of screens. At any time you can request an email link to be sent to the applicant to allow him to complete the remaining ones at home.

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Having clicked **APPLY NOW** you will see the following screen. This must be read carefully before you can click **YES, CONTINUE**.

Declarations

Please read and review the declarations and acknowledge that the customer wishes to proceed by clicking continue.

Declarations before applying for credit. The customer:

- is aged 18 or over;
- Is in full time employment (i.e. 16 hours, or more, per week), or their partner is, or is self-employed, or is retired and over 50 years of age, or is in receipt of regular and consistent income;
- Has been resident in the UK for at least the last 3 years.

To complete the application, you will need:

- The applicant's address details for the last 3 years; and
- The applicant's bank account details.

Please ensure you complete the form accurately, as errors or omissions will delay a decision.

The application should only take around 3 minutes to complete. As part of the process, we will forward your customer's application to a finance company, which will in turn pass it to a credit reference agency. Once your customer's credit application has been accepted you be able to download the credit agreement for your customer to print and sign, or to e-sign.

IMPORTANT

The following information must be read by the customer in its entirety. Alternatively you may wish to read this out to the customer.

How Chrysalis Finance will use your information:

Personal information which you supply to us will be used to make an application for a regulated consumer credit loan when you click 'Submit' at the end of the application form. You must provide accurate information. We will forward your application to a finance company, which will search records relating to you at credit reference agencies. They will add details of their search and of this application to your records and this will be seen by other organisations that make searches. The finance company may also check at fraud prevention agencies to prevent or detect fraud.

If false or inaccurate information is provided and is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. If you have made a joint application, or if you tell us that you have a spouse or financial associate, both the finance company and the credit reference agencies will link your records together, so you must be sure that you have their agreement to disclose information about them.

For further details about how your information is used and your rights to request a copy of the information we hold about you, [click here](#), telephone us on 0333 32 32 230 or write to: The Data Protection Officer, Chrysalis Finance Ltd, PO Box 404, Alderley Edge, Cheshire SK9 0EA.

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- **Qualify for credit**

Before starting a credit application, you must verify that the applicant is:

- aged 18 or over;
- is in full time employment (i.e. 16 hours, or more, per week), or their partner is, or is self-employed, or is retired, or is in receipt of regular and consistent income; and
- has been resident in the UK for at least the last 3 years.

Any application which does not meet these criteria will be declined.

- **How Chrysalis Finance will use your information**

You must ask the applicant to read the section: “How Chrysalis Finance will use your information”. If the applicant prefers you may read it to them, but if so you must read it in full. The text is reproduced below. It contains a link to the Chrysalis Privacy Policy, as required under GDPR. If the patient requests a copy of the Privacy Policy, you should print one for them.

- Personal information which you supply to us will be used to make an application for a regulated consumer credit loan when you click ‘Submit’ at the end of the application form. You must provide accurate information. We will forward your application to a finance company, which will search records relating to you at credit reference agencies. They will add details of their search and of this application to your records and this will be seen by other organisations that make searches. The finance company may also check at fraud prevention agencies to prevent or detect fraud.
- If false or inaccurate information is provided and is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. If you have made a joint application, or if you tell us that you have a spouse or financial associate, both the finance company and the credit reference agencies will link your records together, so you must be sure that you have their agreement to disclose information about them.
- For further details about how your information is used and your rights to request a copy of the information we hold about you, click [here](#), telephone us on 0333 32 32 230 or write to: The Data Protection Officer, Chrysalis Healthcare Group Ltd, PO Box 404, Alderley Edge, Cheshire SK9 0EA. If your patient wants to see our Privacy Policy, click on the link in the text. They may ask you to print the policy for them. Within our Privacy Policy are links for those of the lenders to whom we may submit their credit application. Again, if your patient wants to see the lender’s Privacy Policy, click on the link in the text.
- The lender’s Privacy Policy includes links to Credit Reference Agencies, which it will use to check your patient’s identity and creditworthiness. The identities of the CRAs, their role also as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the CRAs are explained in more detail in the CRA information notice (CRAIN). CRAIN is accessible from each of the three CRAs – clicking on any of these three links will also take you to the same CRAIN document:
 - TransUnion (formerly Callcredit) www.transunion.co.uk/crain
 - Equifax: www.equifax.co.uk/crain;
 - Experian: www.experian.co.uk/crain/index.html.

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When this has been read, you must ask the applicant to confirm who the patient is (it could, for example, be a partner or their child), that they are happy with the declarations and consent for the application to proceed. When they do so, click **YES, CONTINUE**.

Is the applicant also the patient who will be receiving treatment?

YES

Is the applicant happy with the declarations?

YES, CONTINUE ⓘ

FINANCE PAYMENT PLAN

£75 .35 / mo

Interest Bearing 9.9% over 48mths.

Provision of Aesthetic Treatment

Treatment cost:	£3000.00
Deposit:	£0.00
Loan amount:	£3000.00
Total interest:	£617.28
Total to repay:	£3617.28

Finance is arranged through Chrysalis Finance Limited, registered at 1 Worsley Court, High Street, Worsley, Manchester, M28 3NJ. www.chrysalisfinance.com. Chrysalis Finance Limited is the broker, Omni Capital Retail Finance Ltd is the lender. All parties named here are authorised and regulated by the Financial Conduct Authority. Credit acceptance is subject to application and status. Terms and conditions apply.

1

2

3

4

Find a plan

Apply

Decision

eSign

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- **Application details**

There are three screens. The first is Personal details:

The screenshot shows a web form titled "New application" with a sub-header "Apply now". A progress indicator shows the first step, "Personal details", is active. Below the header, it says "Enter the applicant's details below:". The form contains several input fields: a "Title" dropdown menu, "First name" (with example "e.g. James"), "Middle name(s)" (with example "e.g. Joseph"), "Last name" (with example "e.g. Brown"), "Marital status" dropdown, "Contact tel" (with example "e.g. 07123 456789"), "Email" (with example "e.g. james-brown@get-on-up.co.uk"), and "Client Id" (with example "e.g. 12345678"). Below these is the "Applicant birthday" section with three input boxes for "dd", "mm", and "yyyy", followed by a red information icon. The "Treatment date" section has an input box with example "e.g. dd/mm/yyyy" and a calendar icon. At the bottom right of the form is a pink button labeled "SAVE & CONTINUE".

SAVE & CONTINUE takes you to the next screen: Address history.

Enter the postcode, click **FIND MY ADDRESS**, select the address from the list, enter the time at the address (if less than 3 years, a previous address will be requested) and enter residential status.

SAVE & CONTINUE takes you to the next screen: Income details.

Enter Employment status, Annual income and Number of dependents. This information enables the lender to assess whether the applicant can afford the loan, which ensures that are lending responsibly.

SAVE & CONTINUE takes you to the next screen: Bank details.

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- Bank and income details

The screenshot shows a web form titled "New application" with a sub-header "Apply now". On the left, a progress list shows "Personal details ✓", "Address history ✓", "Income details ✓", and "Bank details". The "Bank details" section contains the following fields: "Account holder name" (with example "e.g. Mr James Brown"), "Account number" (with example "e.g. 12345678"), "Sort code" (three boxes each with "00"), a pink "VERIFY BANK ACCOUNT" button, and a "Bank name" field (with placeholder "Verification needed"). At the bottom right is a grey "CONFIRM & SUBMIT >" button.

Complete the details of the bank Account holder name, Account number and Sort code. Click **VERIFY BANK ACCOUNT** to obtain the Bank name details.

This information enables the lender to verify that the bank details entered are for a valid account and to enable them to create the direct debit mandate required for the repayments.

Confirm with the applicant that the Bank name is correct and that they are the account holder, tick the box 'I confirm that I am the account holder for the above account', then click **CONFIRM AND SUBMIT**.

6.3 Decision

The credit application is now forwarded to the lender for a decision. This will include a search of the applicant's credit file, including any linked files, held at one or more Credit Reference Agencies. The search will be recorded on that file, and it may affect the patient's ability to obtain credit on a future occasion.

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The decision will be:

- **Accepted** – you can now proceed immediately to completion – see 6.4 below.
- **Referred** – this means that an underwriter needs to have a closer look at an applicant's credit file, perhaps because of an address mis-match or similar. This usually only takes a short time. Click 'application' on the **Chrysalis portal** menu bar and you will see the application and its current status – when this shows as 'Accepted' click 'Resume' to complete it.
- **Declined** – this means that unfortunately the lender cannot offer credit to the applicant at this time. The reason is not given, as to do so would put the lender in breach of his obligations under the Data Protection Act. You should ask the patient for an alternative means to pay for the treatment.

6.4 Completion

When the application has been accepted by the lender, the following screen will display:

The screenshot displays the Chrysalis Finance UAT Clinic interface. At the top, the Chrysalis Finance logo is on the left, and navigation links for APPLICATIONS, REPORTS, SUPPORT, and a + NEW button are on the right. A welcome message 'Welcome Chrysalis UAT Clinic.' is visible. The main content area is titled 'Applicant name: Miss Debbie Demo'. It features a large green checkmark icon and the text 'Congratulations! Your application has been accepted.' Below this, it says 'eSign now OR email a link to the applicant to eSign at home.' and includes a prominent green 'ESIGN NOW' button. To the right, a 'FINANCE PAYMENT PLAN' box shows a monthly payment of £200.00 over 10 months, interest-free. Below this, a table lists the financial details: Treatment cost (£2200.00), Deposit (£200.00), Loan amount (£2000.00), Total interest (£0.00), and Total to repay (£2000.00). At the bottom, a progress bar shows four steps: 'Find a plan' (completed), 'Apply' (completed), 'Decision' (current step, highlighted in green), and 'eSign' (pending).

FINANCE PAYMENT PLAN	
Monthly Payment	£200.00 / mo
Interest Free over 10mths..	
Treatment cost:	£2200.00
Deposit:	£200.00
Loan amount:	£2000.00
Total interest:	£0.00
Total to repay:	£2000.00

The customer then has two completion and signature options:

- Sign electronically now, or
- Email to complete at home (click on the menu tab next to the applicant's name to access this option).

Both include screen driven instructions on how they should be completed.

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The signature process generates the following documents:

- **Pre-contract Credit Information (SECCI)**

This is a summary of the application, and includes:

- Contract details – the name and address of the creditor (lender) and the intermediary (the clinic);
- Key features of the credit product – type of credit (fixed term loan), amount of credit, duration of credit agreement, dates and amounts of repayments, total amount to be paid, description of goods and services being financed and the cash price of that treatment;
- Costs of the credit – rate of interest, APR, related costs (if any), other costs (e.g. administration fee, final instalment fee, early repayment administration fee), costs in the case of late payments and consequences of missing payments; and
- Other important legal aspects – right of withdrawal, early repayment, consultation with a Credit Reference Agency and right to a draft credit agreement.

- **Written Adequate Explanation**

This contains important information about the loan agreement, which you should read out to the customer, and then given them to take away. It includes answers to the following questions:

- Is this product suitable for what I want to use it for?
- How much will the credit cost me?
- Which other features of the agreement should you be aware of?
- What are the primary consequences of not keeping up with your repayments?
- Is there a right to withdraw from the agreement?
- How do you ask us for further explanation or information?

It then gives a warning that the customer should only sign the agreement when they are satisfied that the product and the terms are right for them.

- **Fixed Sum Loan Agreement (2 pages)**

This is the formal agreement, detailing the parties thereto, the full financial information and the terms and conditions. There are two copies, one for the customer and one for the lender (Partner).

- **Direct Debit Mandate**

This is in the usual form, and it includes the standard Direct Debit Guarantee offered by all banks.

When the customer has reviewed the documents they should complete the e-sign process.

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7.0 The Payout Process


You can quickly and easily look at a log of your outstanding payments within the portal and the different status link to the application.

A SMS is sent to a patient to confirm the details and treatment date, Payments are released once we had had confirmation from a patient of their treatment date.

Alternatively, Chrysalis Finance will release the fund from our lender to you, once we receive an email with confirmation of treatment date, who is performing the treatment and total cost of the treatment alongside the order number to theteam@chrysalisfinance.com

Chrysalis will only release funds on the basis that treatment has meaningfully commenced or has already been completed. For the avoidance of doubt, a consultation is not the start of the treatment for this purpose.

Chrysalis may impose restrictions on your account from time-to-time should we have any material concerns regarding the conduct of the practice. You will be informed in writing of these concerns and any restrictions that may be added such as, but not limited to, requesting treatment plans for finance patients prior to release of funds, care calls being made to patients prior to release of funds, no or limited release of funds until insurance documents have been received or the request for further Guarantees to be agreed and signed in more serious circumstances.



APPLICATIONSREPORTSSUPPORT+NEW

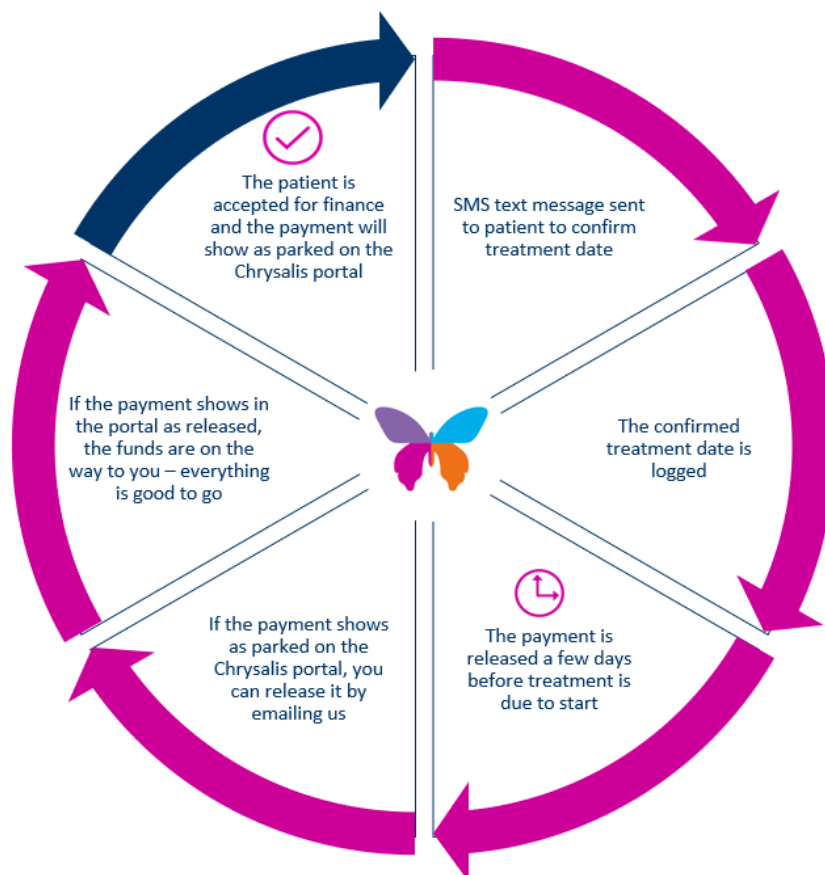
Welcome 10.16.113.13 uat med80700

Applications

OpenPayments pendingSearch

Applicant name	Order no.	Confirmed appt. date	Loan amount	Patient ID	Status
Miss Jo Testaa	901480		£3,000.00		All approved, just need to confirm treatment date with patient
Mrs Natasha Testaa	901476	03/07/2021	£904.00		Application Accepted eSignature complete
Mr Daniel Maude	901471	19/05/2021	£1,000.00		Application Accepted eSignature complete
Mrs Natasha Testaa	901468		£1,600.00		All approved, just need to confirm treatment date with patient
Mrs Natasha Testaa	901462	29/05/2021	£11,545.00		Application Accepted eSignature complete
Mr Daniel Test	901448	14/04/2021	£1,500.00		Application Accepted eSignature complete
Mrs Natasha Testaa	901445		£1,600.00		All approved, just need to confirm treatment date with patient
Mr Daniel Test Aa	901444		£1,000.00		All approved, just need to confirm treatment date with patient
Mrs Natasha Testaa	901442	10/04/2021	£11,109.00	12345	All confirmed, payment will be released closer to the confirmed treatment date
Mrs Natasha Testaa	901440		£1,111.00	123	All approved, just need to confirm treatment date with patient

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8.0 Complaints

8.1 General overview

Complaints can come from customers, as well as from regulators, the media or Members of Parliament.

A complaint is an indication of dissatisfaction and can be made by a customer in writing or verbally. The customer does not actually have to say they are complaining for their dissatisfaction to be considered a complaint.

There are strict regulatory rules and requirements around how complaints about financial products and services are handled. We will handle all complaints about Chrysalis and our financial products, including arranging acknowledgements and responses.

Complaints fall into several categories and can be made directly to you, to us or to the lender about:

- the finance product or service;
- the way the finance was sold or represented;
- the finance terms; or
- the treatment bought using the finance.

As well as making sure that customers have a positive customer experience after making a complaint, dealing with complaints appropriately is a requirement under a number of regulations. You must ensure that there are no unreasonable barriers for an applicant and/or patient to make a complaint and that any

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applicant showing signs of financial difficulty receive fair and appropriate support. Should you have any queries, you can contact Chrysalis Finance who will be able to provide support to you and the customer.

We will monitor any complaints we receive about the treatments you perform and the way you sell our loans, and these will be discussed with you in the Client Engagement Meetings we hold between us

The Financial Conduct Authority (FCA)

One of the principles of the Financial Conduct Authority is that customers are treated fairly. When it comes to complaints, this means there must not be any unreasonable barriers to make a complaint about a loan or the way it was sold. The FCA also has specific rules around the way that complaints are handled.

The Financial Ombudsman Service (FOS)

The Financial Ombudsman Service can become involved to settle a complaint if a customer is not satisfied with the response from a financial provider about their products and services. The Financial Ombudsman Service can make an independent assessment of a customer's complaint and instruct a financial provider to take action. We should be given the opportunity to settle the complaint before the Financial Ombudsman Service becomes involved.

If regulators, the media or MPs are involved in complaints

You must not respond to or otherwise get involved in complaints about us or a lender that have come from a regulatory body, the media or a Member of Parliament, unless you have written authorisation from us to do so. Such complaints must be forwarded to us immediately, by email to compliance@chrysalisfinance.com

Having a complaints procedure in place

You must have procedures for dealing with complaints in a clear, fair and reasonable manner, your staff must be trained in these procedures (see also Section 1.0 on Training), and you must monitor your sales staff to make sure they are following the procedures.

Your procedures and arrangements for complaints must include:

- Any requirements set out by the FCA for dealing with complaints (if offering regulated credit);
- Time limits for dealing with complaints;
- Telling us about complaints you get that are about our loans or service;
- Telling us about complaints you get which say or suggest the mental capacity of the customer was in question;
- You must tell us even if the complaint is specifically about the treatment you have provided as it may also have implications for the loan agreement;
- Making a summary of your complaint procedure available at the point of purchase;
- Making sure patients are aware that they can refer unresolved disputes to the Financial Ombudsman Service, if applicable;
- Logging and tracking of all complaints, so that any trends can be identified; and
- Opportunities for us or one of our appointed agents to review or audit your procedures and arrangements.

8.2 Complaints about regulated finance

If the cash price of the treatment bought using regulated finance is more than £100 but under £30,000, patients can make a claim under Section 75 against you or against us or against the lender (or all three)

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if they are not satisfied with merchantable quality, or under Section 56 if they believe that the finance was mis-sold.

In all cases where the patient is not satisfied with the treatment, and as per our contract with you, we will expect you to put it right to the patient's satisfaction wholly at your expense. If you do not, or cannot, you must pay for another clinic to do so.

8.3 How to handle a customer complaint

Customers may make complaints about our products and service to you, and vice-versa. In these circumstances, our co-operation must happen within set deadlines.

For complaints made to you about treatment provided by you bought using our finance, you must:

- Respond to the complaint within the time limits specified in your complaints procedure, and
- Make reasonable efforts to settle the complaint or dispute about your product or service.

A patient then has the right to raise the complaint with Chrysalis as the credit broker.

If you cannot come to an agreement or arrangement with your customer to settle the complaint or dispute, customers may be able to make a claim under Section 75 of the Consumer Credit Act, which applies to purchases of more than £100 but less than £30,000. **This only applies to regulated credit agreements.**

For complaints made to you about our products and service, you must:

- Pass the complaint to us on the same business day that you received it. You can forward the complaint by email to complaints@chrysalisfinance.com;
- Complete any actions we give you to solve a complaint in the timescale agreed at the time; and
- Confirm to us that you have completed any agreed actions within 2 working days.

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9.0 Glossary

9.1 System Status'

Cancelled	Application Cancelled
Consumer Link	Web link application
Consumer Link0	Web link application
Consumer Link1	Consumer Link1 has been sent to patient
Consumer Link2	Consumer Link2 has been sent to patient
Completed	Application Completed
Cons Home Not Submitted	Application not submitted
Cons Home Bank Info Req	Application not submitted
Not Taken Up	Patient has Not Taken Up Application
Address Info Req	Application not submitted
Parked awaiting treatment confirmation	All approved, just to confirm some additional details with the patient
Parked Remittance awaiting release	All confirmed, payment will be released closer to the confirmed treatment date
PDF Email Link	Application Accepted and eSignature Email Sent
PDF Error	Application Accepted, eSignature Error- contact chrysalis
PDF eSigned	Application Accepted eSignature complete
Released	Lender's bank has release funds and we guarantee payment is on its way
Released Requested	Remittance Release Requested
Repaid	Repayment made back to lender
Repayment Requested	Refund Repayment Requested
Paid	All funds have now been Paid
Finance Info Req	Application not submitted
Stage 1 Error	Stage 1 Error contact chrysalis
Address Info Req	Application not submitted
Accepted, not Printed/eSigned	Application Accepted but not eSigned
Awaiting Decision	Application awaiting a decision
Not Submitted	Application not submitted
	Application submitted
Declined	Application has been Declined
Stage 2 Error	Application Error contact chrysalis
More Info Req	Application requires additional information
Referred	Application Referred, awaiting decision
To Be Cancelled	Application awaiting cancellation by finance company

9.2 Compliance Requests

AML	Anti- Money Laundering
AR	Appointed Representative

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AP	Approved Person
ASA	Advertising Standards Agency
CCJ	County Court Judgement
FCA	Financial Conduct Authority
FRN	Firm Reference Number
FOS	Financial Ombudsman Service
ICO	Information Commissioner's Office
IRN	Individual Reference Number
Med Mal	Medical Malpractice
PI	Professional Indemnity
PL	Public Liability
Rep Example	Representative Example