



Guarantor Loan – Privacy Policy

This Privacy Policy sets out what information Guarantor Loan will collect about you and how Guarantor Loan uses and protects any information that you give us (via this website or during any other transactions with us). Guarantor Loan may change its Privacy Policy wording from time to time by updating this document.

This document was last updated 09. 10. 2018

By submitting your application through Guarantor Loan, you confirm you have read this Privacy Policy and the Guarantor Loan Terms of use ([terms-of-use.html](#)) and Cookie Policy ([cookies.html](#)) .

Our commitment to you about your personal information

We will treat all your information as private and confidential (even when you are no longer a customer).

Accuracy of the data we hold about you

If you have reason to believe that the data we hold about you is inaccurate, please write to us. We will promptly correct any information confirmed to be incorrect. See [Contact us \(contact.html\)](#)

Security of your data

Guarantor Loan is committed to ensuring that your personal information is held securely. We have put in place various controls and procedures to protect and keep secure the information we collect online or hold separately.

If you contact Guarantor Loan, you will be asked a number of security questions before we will discuss your personal details with us.

Telephone calls

Guarantor Loan may record telephone calls for monitoring, staff training and compliance purposes.

Cookies

Please refer to our [cookies page \(cookies.html\)](#) .

About Guarantor Loan

Guarantor Loan

- Guarantor Loan is a trading name of Joel Malach who is a sole trader
- Trading address: Warwick House, 14 Lowes Road, Bury. BL9 6PJ
- Authorised and regulated by the Financial Conduct Authority Reference (FCA) No. 720851
- Registered with the Information Commissioner's Office. Registration number Z8904952.

What information do we collect from you?

Telephone calls

Guarantor Loan may record telephone calls for monitoring, staff training and compliance purposes.

What information do we collect about you?

During the enquiry / application process we may collect personal and financial information including (but not limited to):

- Your name and Date of birth
- Residential address and address history (including postcodes)
- Employment type and income (including details of benefits / secondary income)
- Financial information, including details of employment, income, outgoings / monthly expenditure
- Contact information including telephone number(s) and email addresses
- Identifiers assigned to your computer or other internet connected device including your Internet Protocol (IP) address (device location, device type etc)
- Visits to our website and the resources that you access, including, but not limited to, traffic data, location data, weblogs and other communication data
- Correspondence between you and us, including the recording of telephone calls

We do not request 'sensitive' information (i.e. sexual orientation, religion, race, politics) during the application process.

If sensitive information is provided to us, we will ask for your explicit consent prior to recording it.

LEGAL BASIS FOR PROCESSING PERSONAL DATA – APPLICATION PROCESS

When we process your personal data, we do so on the basis that we have a legitimate interest and must do so to progress the loan enquiry, with a view to entering into a loan contract. Such processing is a requirement of the finance you have requested.

If you are uncomfortable with us processing your data, please do not proceed.

How we will use the information we collect about you?

The information gathered is used for the following reasons:

- To process your application
- To pass your details to the Lender
- To record and respond to complaints
- To improve our products and services
- Statistical analysis, research and behavioural analysis
- To improve this website
- Anti-fraud measures

Credit searches – general

In order to process your application, the Lender will perform credit and identity checks on you with one or more credit reference agencies ("CRAs").

Please read the Lender's terms and conditions and their Privacy Policy which is on their website

They will use this information to:

- Assess your creditworthiness and whether you can afford to take the product;
- Verify the accuracy of the data you have provided to us and to them;
- Prevent criminal activity, fraud and money laundering;
- Manage your account(s) – if you are the Borrower;
- Trace and recover debts; and
- Ensure any offers provided to you are appropriate to your circumstances.
- **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 at www.equifax.co.uk/crain (<https://www.equifax.co.uk/crain>). CRAIN is also accessible from each of the three CRAs – clicking on any of these three links will also take you to the same CRAIN document:**
- Callcredit (<https://www.callcredit.co.uk/crain>)
- Equifax (<https://www.equifax.co.uk/crain>)
- Experian (<https://www.experian.co.uk/crain>)

Credit scoring

The Lender will make searches about you at credit reference agencies who will supply us with credit information (including details of your current outstanding debts & repayment profiles), as well as information about your ability to repay the proposed loan (by way of electronic income verification), information from the Electoral Register and information to confirm your identity (by way of electronic identity verification).

When they conduct a credit search against you, you may be treated as financially linked and your application will be assessed with reference to any "associated" credit records (joint accounts / loans / credit).

The information received from credit reference agencies will be used by the Lender to populate a 'credit scorecard', which provides a 'risk score' and may determine whether you qualify for a loan with the Lender.

If you are declined for credit, based upon scoring, it will have no wider impact upon your credit file. If you disagree with the automated decision, you may ask for your application to be reviewed manually, by the Lender.

Details of the decline will only be retained by the Lender.

CREDIT SEARCHES & CREDIT REPORTING: BORROWER

When you enquire, the Lender's initial credit search, which is used to generate your loan quote, is a 'soft' search (often referred to as an enquiry search) and does not leave a footprint on your credit file. The search should not impact upon your credit rating and cannot be seen by other people making searches in the future.

The agencies will record details of the search whether or not the application proceeds.

If you decide to proceed with the loan and funds are released, a 'hard search' (often referred to as an application search) will be carried out against you. This hard search will be recorded by the credit reference agency and may be seen by other people searching in the future. This is a requirement of the credit reference agency and common practice across the finance industry.

During the life of the loan, the Lender will submit details of your account status (balance and whether repayments are made) and how you conduct your account (including defaults) to the Credit Reference Agencies & Fraud Prevention Agencies. The Lender will also inform the CRAs about your settled accounts. This information may be supplied to other organisations by CRAs.

If you obtain a loan with the Lender and whilst your loan account is live, the Lender may make periodic searches at Credit Reference Agencies and Fraud Prevention Agencies so that they can manage your account with them. These additional searches are also 'soft searches' and are not visible to other organisations viewing your credit file.

The information recorded by the Credit Reference Agencies will typically remain on your credit file for a period of six years.

CREDIT SEARCHES & CREDIT REPORTING: THE GUARANTOR

If you agree to be a Guarantor, the Lender will conduct a 'soft' search (often referred to as an enquiry search) against you. The search does not leave a footprint on your credit file, should not impact upon your credit rating and cannot be seen by other people making searches in the future.

The agencies will record details of the search whether or not the application proceeds. At no stage does the Lender conduct a hard search (often referred to as an application search) against the Guarantor.

If the Borrower proceeds with the loan, during the life of the loan the Lender may make periodic searches at Credit Reference Agencies and Fraud Prevention Agencies so that they can manage the account. These additional searches are also 'soft searches' and are not visible to other organisations viewing your credit file.

The account status (balance and whether repayments are made) is not reported against the Guarantor.

Your credit file will not be impacted by the conduct of the account, unless a County Court Judgement (CCJ) is obtained against you, for non-payment / breach of contract. If a County Court Judgement (CCJ) is obtained against you, this will be recorded against you and will remain on your credit file for a period of six years.

Who will we share your data with?

See also, "Credit searches & credit reporting"

This is possibly the area of most concern to customers.

Guarantor Loan only share your data with the Lender. All Guarantor Loan enquiries are forwarded to UK Credit. UK Credit Limited is registered in the UK, Company No 06929807. Registered Office: St Crispin's House, Duke Street, Norwich, Norfolk, United Kingdom, NR3 1PD. Registered with the Information Commissioners Office Z2022318. Authorised and regulated by the Financial Conduct Authority Reference Number 721556.

Rest assured – the Lender will not share your data with anyone else unless they have your express consent or where the disclosure is made at your request, except where they are required to do so by law or asked to do so by a court or regulator.

In summary; neither we nor the Lender pass your data to anybody without your consent, unless there is a legal / regulatory obligation to do so.

If fraudulent activity is detected, the Lender will submit details to Fraud Prevention Agencies.

INFORMATION SHARING WITH THE BORROWER / GUARANTOR

If you enter into a loan agreement with the Lender (the Borrower), or agree to be the Guarantor, they will share financial information about the conduct of the account with both the Borrower / Guarantor.

This includes (but is not restricted to) the Lender contacting the guarantor in certain circumstances, for instance where the Borrower fails to make any payment due on the loan and informing the Guarantor of any default on the agreement.

INFORMATION SHARING WITH GUARANTOR LOAN BY THE LENDER

The Lender may disclose information concerning the progress of your application to us, whether you have been successful and the size of the loan taken out.

We will not be informed about the performance of the loan (whether you are paying or not) once funds have been released.

INFORMATION SHARING WITH THIRD PARTIES (LEGAL ADVISORS, TRACING AGENTS, DEBT RECOVERY AGENTS, COURTS)

If the Lender is seeking to trace you or communicate with you for an unpaid debt, they may share your details with third party organisations (tracing agents, solicitors) which will operate on behalf of the Lender.

SHARING YOUR DATA OUTSIDE OF THE EUROPEAN ECONOMIC AREA (EEA)

Your data may be transferred to a destination outside the European Economic Area (EEA). It may also be processed by companies operating outside the EEA who work for the Lender or introduce business to them. By submitting your personal data, you agree to this transfer, storing or processing. The Lender will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with their privacy policy.

CREDIT REFERENCE AGENCIES – STATISTICAL ANALYSIS

From time to time, the Lender might share loan performance data (whether you have paid) with the credit reference agencies, for the purposes of data analysis /development of new products / scorecards.

Marketing

Your consent

When you submit your application for a loan, the Lender will ask you if you want to receive marketing information from them, about products from the Lender (opportunities to take out new loans / new loan products etc).

You can decide if you want to receive information and how you want to receive it (email, SMS, telephone etc).

Future marketing

If you have provided your consent, the Lender will keep you informed of new products and the availability of any top up loans offered by the Lender.

Neither we nor the Lender will pass your details to other third party organisations, for the purposes of marketing, without your consent.

Changing your mind

If you want to change your marketing preferences, you can update them online on the Lender's website or make contact with their offices directly.

Simply let them know what changes you want to make and they will update within 28 days (Electronic marketing) and two months (direct mail).

Anti-fraud measures

General

Before the Lender provides services, goods or financing to you, they undertake checks for the purposes of preventing fraud and money laundering, and to verify your identity. These checks require them to process personal data about you.

The personal data you have provided, they have collected from you, or they have received from third parties will be used to prevent fraud and money laundering, and to verify your identity.

Details of the personal information that will be processed, for example: name, address, date of birth, contact details, financial information, employment details, device identifiers including IP address and vehicle details.

The Lender and fraud prevention agencies may also enable law enforcement agencies to access and use your personal data to detect, investigate and prevent crime. The Lender processes your personal data on the basis that they have a legitimate interest in preventing fraud and money laundering, and to verify identity, in order to protect their business and to comply with laws that apply to them. Such processing is also a contractual requirement of the services or financing you have requested.

Fraud prevention agencies can hold your personal data for different periods of time, and if you are considered to pose a fraud or money laundering risk, your data can be held for up to six years.

Automated decisions – Anti-fraud

As part of the processing of your personal data, decisions may be made by automated means. This means the Lender may automatically decide that you pose a fraud or money laundering risk if:

- their processing reveals your behaviour to be consistent with that of known fraudsters or money launderers; or is inconsistent with your previous submissions; or
- you appear to have deliberately hidden your true identity.

You have rights in relation to automated decision making: if you want to know more please contact the Lender directly.

CONSEQUENCES OF PROCESSING – ANTI-FRAUD

If the Lender, or a fraud prevention agency, determine that you pose a fraud or money laundering risk, they may refuse to provide the services, goods or financing you have requested, or to employ you, or they may stop providing existing services to you.

A record of any fraud or money laundering risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services, financing or employment to you. If you have any questions about this, please contact the Lender directly.

Data transfers

Whenever fraud prevention agencies transfer your personal data outside of the European Economic Area, they impose contractual obligations on the recipients of that data to protect your personal data to the standard required in the European Economic Area. They may also require the recipient to subscribe to 'international frameworks' intended to enable secure data sharing.

Your rights

Your personal data is protected by legal rights, which include your rights to:

- object to our processing of your personal data (1);
- request that your personal data is erased or corrected (1);
- request access to your personal data (2).

(1) You may have the right to have information we hold about you erased (deleted), corrected or to have the processing restricted.

- a. Requests to correct data – UK Credit will correct any data we hold about you if you are able to evidence that the data we hold is inaccurate.
- b. Requests to delete data – UK Credit will delete your data, at your request, unless UK Credit has a legal obligation / legitimate interest to hold / process your data. For instance; reporting to credit reference agencies the conduct of the loan account, recording and retaining information relating to complaints, retaining information for the purposes of Anti Money Laundering, retaining information for the purposes of responding to law enforcement agencies / government agencies.

(2) Your right to access information that we hold about you (Data Subject Access Requests)

We may process and store information about you electronically and/or in manual records. Any such information that is personal data as defined in the Data Protection Act 1998 ("DPA") will only be used by us for the purposes registered by us under the DPA.

The DPA gives you the right to ask us to provide you with certain information that we hold about you.

Any request in that respect should be made in writing, please see contact us ([contact.html](#)).

There is no charge for submitting a Subject Access Request.

Upon receipt of a Subject Access Request, Guarantor Loan has a maximum of 30 days to respond.

"How long does Guarantor Loan keep personal data?"

Below we have listed the various retention periods (how long we keep your data) and the reasons for retaining it.

How long does Guarantor Loan keep personal data?

DATA TYPE / INFORMATION HELD

When you submit your details on the Guarantor Loan website, they are automatically transferred to the Lender.

Guarantor Loan does not keep any record of your details. All data is sent to the Lender. Please see the Lender's website for details on how they use your information

Complaints

You should find your dealings with us to be professional, efficient but also friendly. We recognise however that from time to time you may have cause for complaint.

If you have a complaint about any aspect of the service you have received, our staff will be happy to investigate.

Please bring your concerns to our attention as soon as possible – the sooner we know the sooner we can respond.

We have a formal complaints procedure to ensure your complaint is handled quickly, fairly and efficiently.

You can lodge your complaint by telephone, letter or email. See our contact us ([contact.html](#)) page.

If you complain by telephone we will make every effort to resolve your concerns over the telephone. If we are able to resolve your complaint within three working days of receipt, we will consider the complaint closed. You will be issued written confirmation that your complaint has been closed.

If we are unable to resolve your complaint within three working days, perhaps due to the complexity of the issues you have raised, we will follow the process as detailed below.

- We will send you a written acknowledgement promptly, usually within 5 working days. The matter(s) raised will then be investigated by a manager in the company.
- We will carry out a full investigation into the matters you have raised.
- Once the investigation is concluded a full written response will be provided to you within 8 weeks of receiving your complaint. It will detail our investigation into the matters you have raised. We will ensure the correspondence is in clear English.
- If we fail to provide a final response within 8 weeks of receiving your complaint, we will write to you again, detailing when we anticipate we will respond. You may be entitled to refer your complaint directly to the Financial Ombudsman Service at this point.
- If you are not fully satisfied with the final response you may be entitled to refer your complaint to the Financial Ombudsman Service.

We will provide you with details of the Financial Ombudsman Service and answer any questions you might have about referring your complaint to them.

If you wish to refer your complaint to the Financial Ombudsman Service, you will need to do so within six months of the date of our final response.

The Financial Ombudsman Service may be contacted directly:

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

Tel: 0300 123 9123 (Tel:03001239123)

Website: www.financial-ombudsman.org.uk (<http://www.financial-ombudsman.org.uk>)

Contact us

For all enquiries

Post: Guarantor Loan, Warwick House, 14 Lowes Road, Bury. BL9 6PJ.

Telephone: 0161 763 4783

Email: info@guarantor-loan.co.uk

Important Information

IF YOU ARE THINKING OF CONSOLIDATING EXISTING BORROWING YOU SHOULD BE AWARE THAT YOU MAY BE EXTENDING THE TERMS OF THE DEBT AND INCREASING THE TOTAL AMOUNT YOU REPAY.

GUARANTOR LOANS

39.9% APR Representative (Fixed) Representative Example: £4,500 over 3 years, **representative 39.9% APR fixed** . Monthly payment £201.15. Annual interest rate 34.05% fixed. Interest payable £2,741.40. Total repayable £7,241.40.

[Privacy Policy \(privacy.html\)](#)

[Terms of Use \(terms-of-use.html\)](#)

[Treating Customers Fairly Policy \(guarantor-loan-treating-customers-fairly-policy.pdf\)](#)

Guarantor Loan is a trading style of Joel Malach. Trading address: Warwick House, Lowes Road, Bury, Manchester. BL9 6PJ. We are authorised and regulated by the Financial Conduct Authority. Firm registration number 720851. Data Protection Licence Number: Z8904952.

WARNING: LATE REPAYMENT CAN CAUSE YOU SERIOUS MONEY PROBLEMS. FOR HELP, GO TO MoneyAdviceService.org.uk

Last updated: 9th October 2018