

# Credit broking and fees

December 2014





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<b>1</b> Made rules (legal instrument)	
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In this Policy Statement we publish rules in respect of credit broking. The rules have been made without prior consultation, in reliance on section 138L of the Financial Services and Markets Act 2000.

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## Abbreviations used in this paper

<b>CBA</b>	Cost benefit analysis
<b>CMA</b>	Competition and Markets Authority
<b>CONC</b>	Consumer Credit sourcebook
<b>CP</b>	Consultation paper
<b>FCA</b>	Financial Conduct Authority
<b>FSMA</b>	Financial Services and Markets Act 2000
<b>HCSTC</b>	High-cost short-term credit
<b>OFT</b>	Office of Fair Trading
<b>PRA</b>	Prudential Regulation Authority
<b>PS</b>	Policy statement
<b>SUP</b>	Supervision manual

# 1. Overview

- 1.1** The FCA has significant concerns about the practices of some credit brokers – particularly in the high-cost short-term credit (HCSTC) and other subprime credit markets – which charge upfront fees to consumers.
- 1.2** Our primary concerns are as follows:
- consumers not realising they are dealing with a broker rather than a lender
  - a lack of informed consent to the taking of fees, for example where terms and conditions are hidden or misleading
  - consumers being misled as to the purpose of giving their payment details
  - firms passing on consumers' details, including their payment details, without informed consent, to other firms who also take a fee and
  - consumers facing difficulty in identifying the firm that has taken a payment (and in obtaining a refund from the firm or a response to their complaint)
- 1.3** There is evidence that such practices are causing substantial harm to consumers, including vulnerable consumers and those in financial hardship (which may be aggravated by the taking of unexpected fees).
- 1.4** We are already taking supervisory and enforcement action in respect of a number of firms. However, we consider that new rules, targeted at ensuring that key features of brokers' relationships with consumers are transparent, are also needed to achieve an appropriate degree of protection for consumers and prevent ongoing harm. They will also facilitate effective action by the FCA where firms breach our rules or the law.
- 1.5** We are therefore introducing **new rules**. We are doing so without prior consultation, in reliance on section 138L of the Financial Services and Markets Act, on the grounds that the delay involved in consulting would be prejudicial to the interests of consumers.
- 1.6** The new rules come into force on **2 January 2015**. We are planning a consultation in January 2015 on various consumer credit matters, and will take that opportunity to consult on whether to retain or modify the new rules, and whether to introduce additional rules.
- 1.7** We consider that making these rules is a proportionate response to the recent growth of complaints and evidence of serious consumer detriment in this area, and that it achieves a fair balance with the legitimate commercial interests of firms.

## 2. The issues

### Background

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- 2.1** There have been concerns for some time over the charging of upfront fees by credit brokers.
- 2.2** This issue was a key element of a super-complaint by Citizens Advice in 2011, on marketing and charging practices in the subprime credit brokerage and debt management sectors. In the Office of Fair Trading (OFT)'s response in June 2011, it recommended that the Government carry out an impact assessment to establish whether legislative change was needed to ban upfront fees.
- 2.3** However, there has been a recent acceleration of complaints and other evidence of consumer detriment. Some 41 per cent of all the complaints received since 1 April by the FCA's Consumer Credit Department relate to credit broking, and around 80 per cent of these are about online brokers charging upfront fees.<sup>1</sup>
- 2.4** The cases we have reviewed raise concerns about lack of transparency, misleading practices and the charging of fees (and/or passing of payment details to third parties) without informed consent. In some cases it has been difficult to establish the identity of the firm, given the proliferation of trading names (with some held by multiple firms), and there is also evidence of 'cloning' of websites of legitimate firms. Around a third of all unauthorised business cases in the credit area relate to credit broking.
- 2.5** Most of the practices we have seen are in the HCSTC market, including payday lending, but they are not limited to this.
- 2.6** In some cases consumers are unaware that they are dealing with a broker (not a lender) and are asked for bank details for 'verification' purposes. They subsequently find that their personal data has been passed to other brokers or lenders, with fees taken from their bank account. Typically, fees taken are in the range £50-£75, but some consumers have had multiple fees taken from their account.
- 2.7** When consumers look to complain, or to request a refund, they may find it impossible to contact the firm, or their complaint is ignored.

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<sup>1</sup> From 1 April to 31 October, the FCA's Contact Centre received 19,776 consumer credit queries, of which 4,192 (21%) were linked to credit brokers... Of these, 2,813 related to upfront fees, accounting for 62% of credit broking queries. During the same period, 41% (1,766) of the risk events raised by the Credit Supervision department related to credit broking, and 80% (1,400) of these were about online brokers charging upfront fees.

- 2.8** Our empirical evidence is corroborated by information from external sources including reports by Citizens Advice<sup>2</sup>, Citizens Advice Scotland<sup>3</sup> and the Financial Ombudsman Service<sup>4</sup>, evidence from trade bodies and individual firms, and the Competition and Markets Authority (CMA)'s provisional findings on payday lending.<sup>5</sup>

### What we are doing

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- 2.9** We are taking regulatory action against a number of firms and will continue to do so, on a risk-based approach, where we identify consumer harm. We have closed seven firms to new business and referred three firms for enforcement action. We are investigating a further 23 firms.
- 2.10** We published a 'one minute guide' in November, reminding credit brokers of their obligations under FCA rules, and have updated this in the light of the new rules.<sup>6</sup>
- 2.11** We intend to consult in January 2015 on proposed changes to our consumer credit rules, including in relation to credit broking. However, we believe that **immediate** rule changes are needed to tackle the identified abuses and to protect consumers.

### Our powers

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- 2.12** Section 137A of FSMA enables the FCA to make rules where we consider it necessary or expedient for the purpose of advancing the consumer protection objective, or our other statutory objectives.
- 2.13** We normally do so following consultation on draft rules, and certain associated procedural steps, in accordance with section 138I of FSMA. However, section 138L allows us to make rules without prior consultation and those other steps if we consider that the delay involved would be prejudicial to the interests of consumers.
- 2.14** We are satisfied that this test is met in this case, given the evidence of serious ongoing consumer harm, and we are therefore making the rules set out in Appendix 1 in reliance on section 138L. We have, as required, consulted the Prudential Regulation Authority (PRA).
- 2.15** We will consult publicly in the January CP on whether to retain or modify these rules.
- 2.16** Under section 138A of FSMA, it is open to a firm to apply to the FCA for a waiver or modification of rules on the grounds that compliance would be unduly burdensome or would not achieve the purpose for which the rules were made, and that the waiver or modification would not adversely affect the advancement of our operational objectives, in particular consumer protection. We would normally expect the firm to put in place alternative procedures to ensure effective protection for its customers.

<sup>2</sup> [www.citizensadvice.org.uk/index/policy/policy\\_publications/cashing\\_in.htm](http://www.citizensadvice.org.uk/index/policy/policy_publications/cashing_in.htm)

<sup>3</sup> [www.cas.org.uk/publications/real-deal-no-credit-and-broke](http://www.cas.org.uk/publications/real-deal-no-credit-and-broke)

<sup>4</sup> [www.financial-ombudsman.org.uk/publications/policy-statements/payday\\_lending\\_report.pdf](http://www.financial-ombudsman.org.uk/publications/policy-statements/payday_lending_report.pdf)

<sup>5</sup> [https://assets.digital.cabinet-office.gov.uk/media/539b1d16e5274a103100000a/Main\\_report.pdf](https://assets.digital.cabinet-office.gov.uk/media/539b1d16e5274a103100000a/Main_report.pdf)

<sup>6</sup> [www.fca.org.uk/firms/being-regulated/meeting-your-obligations/firm-guides/consumer-credit/credit-broking](http://www.fca.org.uk/firms/being-regulated/meeting-your-obligations/firm-guides/consumer-credit/credit-broking)



## 3. The new rules

### Summary

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- 3.1** The rules we have made are primarily in relation to our Consumer Credit sourcebook (CONC). We have also amended our Supervision manual (SUP).
- 3.2** The rules will come into force on **2 January 2015**.
- 3.3** This allows firms a reasonable period in which to make necessary changes to systems and procedures, balanced against the need to act swiftly to minimise consumer harm.
- 3.4** We are not applying the rules to the broking of loans secured on land, as we do not consider the same issues arise in that area. We are consulting separately on regulation of secured loans in relation to implementation of the Mortgage Credit Directive.<sup>7</sup>

### Fees and payment details

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- 3.5** The main element of the new rules concerns requirements on credit brokers who charge a fee to the customer, either for themselves or for a third party.
- 3.6** In particular, they ban firms from charging fees, and from requesting payment details from customers for that purpose, unless:
- the firm has provided an explicit notice to the customer, in a durable medium<sup>8</sup> (an 'information notice'), setting out:
    - the firm's legal name
    - a prominent statement that the firm is a credit broker (not a lender) or, if it is both a credit broker and a lender, a statement that it is acting as a credit broker and not as a lender
    - a statement that a fee will, or (where relevant) may, be payable
    - the amount or likely amount of the fee and
    - when and by what means the fee will be payable, **and**

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<sup>7</sup> [www.fca.org.uk/news/fca-outlines-approach-for-implementation-of-mortgage-credit](http://www.fca.org.uk/news/fca-outlines-approach-for-implementation-of-mortgage-credit)

<sup>8</sup> <http://fshandbook.info/FS/html/FCA/Glossary>

- the customer has acknowledged receipt of the notice, and awareness of its contents, in a durable medium (the 'customer confirmation')
- 3.7** The information notice may also include the firm's trading name and contact details, but must not include any other information or statements. The firm must keep records of the information notice and the customer confirmation.
- 3.8** The firm must ensure that it does not charge a fee or ask for payment details until it has received the customer confirmation. Firms will need to check that their websites and the way in which consumers navigate them, as well as any other relevant systems and procedures, are compliant with the new rules from 2 January. For example, a customer should not be able to access a webpage that enables them to give their payment details unless and until they have given the customer confirmation.
- 3.9** The rules apply in respect of **any** fee or charge due from the customer, irrespective of how it is described and irrespective of whether it is payable to the firm or a third party (and whether it is financed as part of a subsequent credit agreement).
- 3.10** If a broker takes payment details with a view to passing them on to a third-party credit broker, that latter firm will also be precluded from charging a fee until it has issued an information notice to the customer and received a customer confirmation.
- 3.11** Firms will need to keep records of the information notice sent to each customer, and the confirmation sent by each customer.
- 3.12** These rules are intended to ensure that customers are aware of the identity of the firm they are dealing with, that they will have to pay a fee and when it will be paid or taken. They also address the practice of firms sharing customers' payment details with other firms which also take a fee – each firm will need to give its own information notice, and receive a customer confirmation, before it can charge its fee or request payment details from the customer. The new record-keeping requirements will provide clear evidence relevant to any supervisory or enforcement action in respect of the firm.

### Transparency

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- 3.13** All credit brokers will be required to include their legal name (as it appears in the FCA's Financial Services Register) in financial promotions and other communications with customers. This rule will ensure that customers can identify the firm they are dealing with, irrespective of which trading name it is operating under.
- 3.14** In addition, all credit brokers will be required to state prominently, in any financial promotion, that they are a broker and not a lender. If they are both a broker and a lender, and the promotion relates only to their credit broking, they will be required to state that they are promoting their services as a credit broker and not as a lender. This rule will ensure that customers are given a clear message that will help them distinguish between brokers and lenders.
- 3.15** Fee-charging credit brokers will also be required to notify the FCA quarterly of their web domain names. This should be done by email or postal return, setting out the required information, within 30 business days of the end of the relevant quarter. This rule will assist supervisory and enforcement action by the FCA, by enabling us to identify the firm responsible for the relevant website.

- 3.16** This quarterly return will be required of all fee-charging credit brokers, including those who hold only interim permission. For firms with full authorisation, it is in addition to obligations on firms generally to check the accuracy of their standing data (including trading names) and to give advance notice of a change in any business name.

### **Cancellation rights**

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- 3.17** Credit broking agreements that are distance contracts will be subject to the right to cancel within 14 days, in accordance with the Distance Marketing Directive.
- 3.18** So, for example, if a consumer exercises the right to cancel, the firm will be required (with certain limited exceptions) to repay any sums it has received from the consumer, without delay and in any case within 30 calendar days. This is in addition to pre-contract disclosure requirements applicable generally to distance contracts.
- 3.19** This rule will ensure that credit brokers' customers have the right to cancel and the right to a refund for which the Distance Marketing Directive provides, and that we can take supervisory and enforcement action for breaches of those rights.

## 4. Next steps

### What happens next?

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- 4.1** The new rules described in this policy statement will come into force on **2 January 2015**. Credit brokers must ensure they are ready to comply with all the rules in Appendix 1 that are relevant to their business.
- 4.2** **All** credit brokers will be required to comply with CONC 3.7.5R to 3.7.7R (financial promotions and communications). If they enter into broking contracts online or by other distance means, CONC 11.1.1R (right to cancel) will also apply.
- 4.3** Credit brokers that charge a **fee** to the customer will in addition need to comply with CONC 4.4.3R and 4.4.4R (information notice and customer confirmation), and with the new SUP requirements on notification of domain names.
- 4.4** We plan to consult in **January 2015** on whether to retain or modify these rules, and whether to introduce additional rules.

### Future credit consultations

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- 4.5** The January 2015 consultation is also expected to include proposals to address other issues including in relation to financial promotions, the treatment of loan guarantors and referring customers in arrears to sources of debt advice.
- 4.6** We announced in our policy statement on the HCSTC price cap<sup>9</sup> that we will do further work on repeat borrowing. We also plan to look at whether our responsible lending standards for consumer credit are effective in delivering adequate affordability assessments. If we decide that new rules and guidance are needed, we will consult on these later in 2015, possibly at the same time as we consult on any FCA rule changes stemming from the final remedies from the Competition and Markets Authority's payday lending market investigation.
- 4.7** The CMA's provisional decision on remedies, published in October, included proposed measures to improve transparency on the role of intermediaries in the HCSTC market.<sup>10</sup>

<sup>9</sup> [www.fca.org.uk/news/ps14-16-detailed-rules-on-the-price-cap-on-high-cost-short-term-credit](http://www.fca.org.uk/news/ps14-16-detailed-rules-on-the-price-cap-on-high-cost-short-term-credit)

<sup>10</sup> [www.gov.uk/government/news/cma-sets-out-proposals-to-lower-payday-loan-costs](http://www.gov.uk/government/news/cma-sets-out-proposals-to-lower-payday-loan-costs)

# Appendix 1

## Made rules (legal instrument)

## CONSUMER CREDIT (CREDIT BROKING) INSTRUMENT 2014

### Powers exercised

- A. The Financial Conduct Authority makes this instrument in the exercise of the following powers and related provisions in the Financial Services and Markets Act 2000 (“the Act”):
- (1) section 137A (The FCA’s general rules);
  - (2) section 137R (Financial promotion rules);
  - (3) section 137T (General supplementary powers); and
  - (4) section 139A (Power of the FCA to give guidance).
- B. The rule-making powers listed above are specified for the purpose of section 138G(2) (Rule-making instruments) of the Act.

### Commencement

- C. This instrument comes into force on 2 January 2015.

### Amendments to the FCA Handbook

- D. The Supervision manual (SUP) is amended in accordance with Annex A to this instrument.
- E. The Consumer Credit sourcebook (CONC) is amended in accordance with Annex B to this instrument.

### Citation

- F. This instrument may be cited as the Consumer Credit (Credit Broking) Instrument 2014.

By order of the Board of the Financial Conduct Authority  
28 November 2014

**Annex A**

**Amendments to the Supervision manual (SUP)**

In this Annex, underlining indicates new text and striking through indicates deleted text, unless otherwise stated.

**16.12 Integrated Regulatory Reporting**

...

16.12.3 R ...

(3) Paragraph (2) does not apply to:

(a) ...

(aa) data item CCR008 from RAG 12 , where SUP 16.3.6R to SUP 16.3.10G will apply; (FCA Handbook only)

(b) ...

...

Regulated Activity Group 12

...

16.12.29C R The applicable *data items*, reporting frequencies and submission deadlines referred to in SUP 16.12.4R are set out in the table below. Reporting frequencies are calculated from a *firm’s accounting reference date*, unless indicated otherwise. The due dates are the last day of the periods given in the table below following the relevant reporting frequency period.

Description of data item	Data item (note 1)	Frequency		Submission deadline
...				
Key data (note 9)	...			
<u>Credit broking websites (note 10)</u>	<u>CCR008</u>	<u>Quarterly: 1 January, 1 April, 1 July and 1 October</u>	<u>Quarterly: 1 January, 1 April, 1 July and 1 October</u>	<u>30 business days</u>
...				

<p>Note 10</p>	<p><u>This data item applies to a firm that carries on credit broking where a fee or charge is or may become payable by a customer in connection with the credit broking activities. Firms are also reminded of the requirement to check the accuracy of standing data (including trading name(s) of the firm and website address) and to report changes to the appropriate regulator under SUP 16.10.4R and the requirement to give the appropriate regulator reasonable advance notice of a change in any business name under which the firm carries on a regulated activity or ancillary activity either from an establishment in the United Kingdom or with or for clients in the United Kingdom under SUP 15.5.1R.</u></p>
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...

**16 Annex 38AR Data Items relating to Consumer Credit activities**

After CCR007 insert the following new data item. The text is not underlined.

**CCR008 Credit broking websites**

For each domain name used or owned by the firm during the reporting period:

Domain name	If the firm acquired or first used the domain name during the reporting period, the date of acquisition or first use	If the firm disposed of or ceased using the domain name during the reporting period, the date of disposal or cessation



## Annex B

## Amendments to the Consumer Credit sourcebook (CONC)

In this Annex, underlining indicates new text and striking through indicates deleted text.

## 3.7 Financial promotions and communications: credit brokers

Application

...

3.7.2A R CONC 3.7.5R to 3.7.8G:

- (1) apply to a financial promotion or a communication with a customer in relation to credit broking whether or not it is in relation to a regulated credit agreement; but
- (2) do not apply to a financial promotion or a communication with a customer which clearly indicates that it is made solely in respect of credit broking in relation to a credit agreement secured by a legal or equitable mortgage on land.

...

Credit brokers' registered name, and status

...

3.7.5 R 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.

3.7.6 G CONC 3.7.5R requires all financial promotions and communications with customers to specify the legal name of the firm: the rule does not prohibit the use of trading names, but 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.

3.7.7 R (1) 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.

- (2) A firm which is both a credit broker and a lender must ensure that any financial promotion that solely promotes its services as a credit broker states prominently that the financial promotion is promoting the firm's services as a credit broker and not its services as a lender.

3.7.8 G For the purposes of CONC 3.7.7R, a statement will not be treated as prominent unless it is presented, in relation to other content of the financial

promotion, in such a way that it is likely that the attention of the average person to whom the financial promotion is directed would be drawn to it.

...

#### 4.4 Pre-contractual requirements: credit brokers

Application

...

4.4.1A **R** CONC 4.4.3R applies to a firm carrying on credit broking whether or not it is in relation to a regulated credit agreement.

...

Credit broking information notice

- 4.4.3 **R** (1) A firm must not:
- (a) request, claim, demand, initiate or take payment of a charge from a customer, or from the customer's payment account, in connection with services it has provided or is to provide; or
  - (b) if the purpose, or one of the purposes, is to collect such a charge from a customer, invite or induce a customer to provide information in relation to a payment card or instrument that would enable a payment from the customer's payment account to be initiated by or through the firm or a third party or facilitate the provision of that information by a customer;
- unless that firm has met the conditions in both (2) and (3) in respect of that charge.
- (2) The first condition referred to in (1) is that the firm has sent a notice on paper or in another durable medium to the customer setting out the following clearly, concisely and in plain language (in this rule and CONC 4.4.5G referred to as the "information notice"):
- (a) the legal name of the firm as it appears in the Financial Services Register;
  - (b) if the firm is not a lender, a statement that the firm is a credit broker and that it is not a lender;
  - (c) if the firm is also a lender, a statement that the firm is acting as a credit broker and that it is not acting as a lender;
  - (d) a statement that the customer will be required, or (where relevant) may be required, to pay a charge in connection with the firm's services;

- (e) the amount of the charge, or, where that amount is not ascertainable at the time the notice is sent, the basis on which it will be calculated; and
  - (f) when and by what method the *firm* will initiate or take payment of the charge.
- (3) The second condition referred to in (1) is that the *firm* has received from the *customer* a reply to the information notice (in this *rule* and *CONC* 4.4.5G referred to as the “customer confirmation”) on paper or in another *durable medium* in which the *customer* acknowledges receipt of the information notice and confirms that he is aware of its contents.
- (4) The information notice may also contain the *firm*’s trading name, address and other contact details but must not contain any other statements or information additional to those required by (2).
- (5) For the purposes of this *rule*:
- (a) references to “charge” include any fee, charge or financial consideration however described;
  - (b) it is immaterial whether the charge is payable to the *firm* or to a third party.
- (6) The *firm* must keep a record of:
- (a) each information notice; and
  - (b) each customer confirmation.
- 4.4.4 R *CONC* 4.4.3R does not apply where:
- (1) the *customer* indicates to the *firm* that he wishes to enter into a *credit agreement* secured by a *legal or equitable mortgage on land*;
  - (2) the *firm* makes it clear to the *customer* that it is willing to carry on *credit broking* for that *customer* only in relation to *credit agreements* secured by a *legal or equitable mortgage on land*; and
  - (3) the *firm* does not indicate (by express words or otherwise) that it is willing to carry on *credit broking* for that *customer* in relation to *credit agreements* other than *credit agreements* secured by a *legal or equitable mortgage on land*.
- 4.4.5 G (1) *CONC* 4.4.3R prohibits a *firm* from asking a *customer* for any payment details, including the card number and security code of a debit card or a credit card, or using those payment details, without first sending an information notice to the *customer* and receiving a customer confirmation.

- (2) CONC 4.4.3R applies in respect of any sum due from a *customer*, however it is described and irrespective of whether it is payable to the *firm* or a third party (for example, a *firm* cannot avoid the application of this *rule* by describing a charge as a “membership fee” or a “web registration fee”). The fact that a fee or charge may be financed by *credit* does not take the fee or charge outside the *rule*.
- (3) The information notice must not contain anything other than the statements and information required by CONC 4.4.3R(2), except for the *firm’s* trading name, address and other contact details. It should set out the required information clearly and concisely, in plain language. The information notice must be sent to the *customer* in a *durable medium*, for example on paper, as an email, or as an attachment to an email: it is insufficient to make the notice available on a website or to email a link to a webpage that contains the relevant information and statements.
- (4) The *firm* should not ask for or take the *customer’s* payment details until it has received the customer confirmation. This means, for example, that *firms* should construct their websites so that *customers* cannot access any webpage that enables them to input their payment details before they have received the information notice and given the customer confirmation.
- (5) CONC 4.4.3R applies to each *firm* in a chain of *credit brokers* separately. If *firm A* introduces the *customer* to *firm B* (where *B* is a *credit broker*), any information notice given by *A* cannot cover fees which *B* might charge: *B* will have to issue its own information notice to the *customer*, and the *customer* will have to provide a separate customer confirmation, before *B* can ask for or make use of the *customer’s* payment details.
- (6) CONC 4.4.3R does not apply to *credit broking* that relates only to *credit agreements* secured on *land*.

...

## 11.1 The right to cancel

- 11.1.1 R Except as provided for in CONC 11.1.2R or where PROF 5.4.1R(1) or PROF 5.4.1R(2) applies, a *consumer* has a right to cancel a *distance contract* without penalty and without giving any reason, within 14 calendar days where that contract is:
- (1) a *credit agreement*;
  - (2) an agreement between a *consumer* and a *firm* the subject matter of which comprises or relates to *credit broking*, *debt counselling*, *debt adjusting*, *providing credit information services* or *providing credit references*, other than an agreement that relates to any of those activities in relation to

a consumer hire agreement.

...

**12 Requirements for firms with interim permission for credit-related regulated activities**

...

12.1.4 R ...

Module	Disapplication or modification
...	
Supervision manual (SUP)	...
	<i>SUP 16 (Reporting requirements) does not apply to a firm with only an interim permission <u>except in relation to data item CCR008.</u></i>
	<i>SUP 16.11 and SUP 16.12 apply to a firm, which was an authorised person immediately before 1 April 2014, with an interim permission that is treated as a variation of permission with respect to credit-related regulated activity or operating an electronic system in relation to lending as if the changes to SUP 16.11 and SUP 16.12 effected by the Consumer Credit (Consequential and Supplementary Amendments) Instrument 2014 had not been made, <u>except in so far as those changes relate to data item CCR008.</u></i>

...

**Schedule 1 Record keeping requirements**

...

Handbook reference	Subject of record	Contents of record	When record must be made	Retention period
<u>4.4.3R(6)(a)</u>	<u>Information notice</u>	<u>A copy of the notice, and details of the date on which and the manner by which it was sent</u>	<u>When the notice is sent</u>	<u>18 months from the date on which the notice is sent</u>
<u>4.4.3R(6)(b)</u>	<u>Customer confirmation</u>	<u>A copy of the confirmation, and details of</u>	<u>When the confirmation is</u>	<u>18 months from the date on which the</u>

the date on  
which and the  
manner by  
which it was  
received

received

confirmation is  
received

Financial Conduct Authority



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