

Sales Procedure Guide

A guide to compliance with motor finance regulations when conducting business with Evolution Funding



EVOLUTION
FUNDING

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Evolution Funding Limited and associated trading styles is authorised and regulated by the Financial Conduct Authority for credit brokerage. We are a credit broker not a lender. Our FCA number is 669005.



Introduction

Dear Dealer Partner,

Thank you for taking the time to review this document. Its purpose is to provide you with important information that will assist your dealership in meeting your regulatory requirements whilst doing business with Evolution.

At Evolution we continue to invest in both new people and systems, cultural development and training provision. We have in place a strong vision and a set of core guiding values, which are built upon through our Treating Customers Fairly (TCF) Policy statement. This policy statement is available for dealer partners and customers to read on our website and as Appendix 1 in this document.

We have designed internal processes, especially in the underwriting and placement of customers to funders, with TCF outcomes at the core. We have introduced a specific TCF policy for underwriting (Appendix 2) in addition to our overall company TCF policy.

New commission packages and terms that ensure dealers can evidence with total certainty that, when dealing with Evolution, there is no conflict of interest in the sales process and commission earnings do not represent a primary determining factor in the placement of their customers.

Our sales force is now over 50 strong, with 50+ account managers, 6 regional directors and a dedicated key accounts team.

This coverage enables Evolution to provide full account management support and business reviews to complement the incredible real-time Management Information we are now able to offer to dealer partners.

As a result, we believe that we are the best placed motor finance broker to assist dealerships in delivering point of sale funding solutions that allow dealers to profitably sell more vehicles, in a consistent, fair and transparent manner that meets customer needs and regulatory requirements.

We welcome you to give us a test drive.

About Evolution



Evolution Funding Limited is the UK's leading independent motor finance broker. Established in 2002, Evolution have 15 years of experience in the point of sale motor finance market.

We offer a tailored funding solution utilising both our own and third party lending to offer a comprehensive and innovative product portfolio which in 2016 funded in excess of 31,000 vehicle loans for both private and business users.

We are passionate about creating and adding value to our dealer partnerships. Working with Evolution offers our partners the opportunity to sell more vehicles, to more customers, at enhanced profits. We are always challenging ourselves to find new ways to help them sell more vehicles via our finance products.

Our approach includes the development of niche and innovative products not provided by the major manufacturers and independents. We invest in the best possible systems and data provision and the development of proprietary software enables us to deliver fast and consistent service levels.

Our market-leading products and services are delivered by a team of nearly 300 people. These people all share our vision of Evolution being the UK's leading motor finance broker, along with our values that place customers and stakeholders at the heart of what we do.

FCA Authorisation Process



If you have not already done so, you will need to supply your Evolution Account Manager with your FCA authorisation number and status to be able to transact business with us.

If you are an Appointed Representative (AR) of a compliance company, your AR company may require details about Evolution Funding to enable them to set us up on their reporting/monitoring systems. You should contact your Account Manager to discuss this.

You must hold the following FCA categories to be able to transact business with Evolution and our funders:

- ◆ Credit Brokering
- ◆ Debt Adjusting
- ◆ Debt Counselling

You will need to register with the ICO under the Data Protection Act.





DealerZone v6

DealerZone is the Evolution Funding point of sale system. It is unique compared to other motor finance point of sale systems, with no other company being able to offer all of the following:

- ◆ Multiple products and finance company quotations on the same screen.
- ◆ Cars, light commercial vehicles, motorhomes, caravans and motorbikes all quoted in one place.
- ◆ Batch Marketing – produce quotes for all eligible vehicles, via a stock feed, in a few simple steps.
- ◆ Private individual and business user applications supported.
- ◆ Fast Proposal - under 90 seconds from start to finish.
- ◆ Auto Accepts - available 24 hours a day.
- ◆ Customer finance documents available 24/7.
- ◆ E-sign support for 10+ lenders.



Quotation

DealerZone v6 provides simultaneous quoting of all products that your dealership is eligible for or wishes to offer to customers. Your Evolution Account Manager will work with you to set up: your parameters; a Recommended Retail APR for you to sell the products at; and the level of APR discounting you wish your sales team to be able to achieve.

DealerZone v6 can quote fixed APRs across both fee bearing and no fee products. This means that Evolution can replicate and implement any pricing model you have agreed with your Manufacturer or Primary Finance Provider. This ensures a transparent and compliant customer journey across multiple products and finance companies, even if the customer isn't eligible for your primary finance company's product.

For further training on the DealerZone Quotation page, please contact your Account Manager.





Affordability

It is critical that both Evolution and our dealers have processes in place to meet the FCA requirements for credit brokers, found in CONC 5.4, relating to affordability.

These include:

5.4.2 R (2) "On complying with (1) a firm must pay due regard to whether the credit product is affordable and whether there are any factors that the firm knows, or reasonably ought to know, that may make the product unsuitable for that customer."

DealerZone v6 has been designed with this in mind and includes:

- Steps in the application process to assist in checking customer affordability, designed to capture crucial information that our lenders require to make responsible lending decisions.
- Utilising our dynamic data capture solution that profiles a customer's application as you key in critical data and adjusts the required mandatory fields accordingly.
- Enhanced capture of settlement details.
- Whilst not mandatory, the details of both the settlement funder and the monthly repayment on the settlement loan can be entered. This is useful information that can assist both Evolution and our lenders in the underwriting process and assessment of affordability.



Vehicle Personal Employment & Bank **Submit**

Please fill in all required fields:

- Postcode ✓	- Address ✓	- Years at Address ✓	- Months at Address ✓
- Title ✓	- First Name ✓	- Surname ✓	- Date of Birth ✓
- Landline Telephone ✓	- Residential Status ✓	- Marital Status ✓	- ID Verification ✓
- Occupation Type ✓	- Occupation ✓	- Employer Name ✓	- Employer Address ✓
- Years at Employer ✓	- Months at Employer ✓		

Affordability

You should only enter into a credit agreement you believe to be affordable for you. If you know any reason why this loan agreement may not be affordable to you at any point throughout the duration of the loan you should make the introducing dealer aware of this now? Examples of this would be a potential loss of or change in the level of income you currently receive.

I believe this agreement to be affordable

I believe my circumstances may change that would affect the affordability of this loan & I will provide details to the introducing dealer now

Customer not present, I confirm this question will be asked prior to entering into this loan

Input customer circumstances here. Examples of this could be they are due to retire, go on maternity leave or are aware of pending job change or loss.



Finally, as per the screenshot on the left, customers are asked prior to submission to confirm that they believe the loan they are applying for is, in their assessment, affordable to them. They must give details of any reasons they may know as to why the loan may not be affordable to them throughout the duration of the loan.

If they do select this option then a free format box will enable them to give details that will be transferred to our underwriters. Please note that all applications of this nature will be referred to manual underwriting and will not go through the automated decision systems.

We also ask that you do not use this as a general notes section. It is specifically for the capture of information relating to affordability and will only appear if the customer selects to say they believe the loan may not be affordable.

If you become aware of this information after your customer has been proposed, you should give us this information by contacting our underwriting team as soon as possible.

More information on the role and responsibility that both Evolution and our dealers have in assessing customer affordability can be found in CONC 5.4.



E-sign is growing within the motor finance sector and Evolution have embraced this technology as a part of our process, now supporting 10+ lenders across the credit spectrum. Rather than signing paper documents, the customer completes the documents electronically. This means no more payout errors due to signatures not matching or faxed documents being unreadable once they get to the finance company.

In showroom we utilise our bespoke, self-developed, E-sign portal.

This solution:

- Breaks the sign-up process into a few steps that you work through with the customer.
- Validates the IP address and customer mobile number for increased security and fraud prevention.
- Allows the customer to electronically acknowledge the Evolution Funding explanation form.
- Adds an extra layer of compliance and security that benefits all parties involved in the agreement.

Distance sold E-sign is currently only supported for deals transacted through our Evo Extra team. For these deals we conduct the regulatory work with the customer therefore we work with the customer and the dealer to get the customer signed up before they come into the showroom to pick the vehicle up.

More information on this can be provided by your Account Manager.



TCF Underwriting and Funder Placement

Evolution currently operate with a funder panel of over 30 different providers, some with multiple tiers of risk profiling, meaning we have a comprehensive suite of solutions for all customer types. However, given the scope of funder choice and complexity of rules, it is fair to say that the accurate placement of your customers with funders is one of the most critical aspects of our service delivery.

As per Appendix 6 we have included a summary of the principle exclusions and criteria for each of our funders. It is an area that most dealers currently have little control over and insight about when using a broker.

We believe it is essential to give our dealers an understanding of how we place your business, as well as explaining why our process is both TCF and free from commission bias and potential conflict of interest.

Our Process

Over the last five years, Evolution have developed an industry-leading new business system called Evolve. Evolve is the decision engine and new business processing platform connected to DealerZone.

Once you have submitted a customer application on DealerZone, Evolve automatically generates both Experian and Equifax credit reference searches. Both searches in the first instance are quotation only (soft search), meaning no visible footprint is left on the customer's credit record when viewed by other lenders. The data returned includes full CAIS and insight information, along with both Experian Delphi and Equifax Risk Navigator scores. All this data is combined and used to generate a unique Evolution score. The customer's critical data is then mapped by our unique underwriting algorithms against over 500,000 funder transactions.

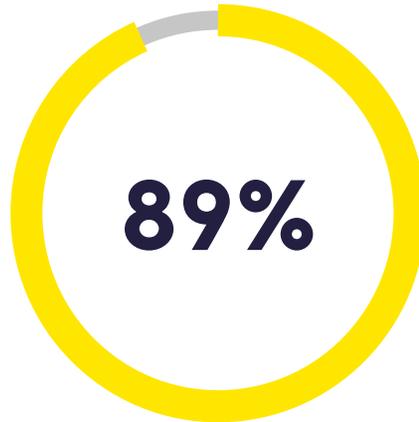
The end result is either a highly accurate automated placement decision or recommendation to a manual underwriter.

You can see Evolution Score+ in action to the right, matching a new application to past customer and funder outcomes:.

At no point in this decision process have commission earnings for either the dealer or Evolution been used to select the customer outcome. Commission earnings for either party would only be considered if two or more funders are likely to agree the customer for an outcome that would be the same.



Customer Score 856



Accept Percentage 89%



Prime Percentage 100%



Sample 1796

Risk Based Pricing

Even as a credit broker operating with in excess of 32 funders, it is not always possible to achieve the original desired total cost of credit for your customers.

We believe that the FCA principle of TCF is not designed to encourage you to treat everybody the same, i.e. one showroom rate for all your customers. Rather, it is designed to ensure we all treat similar customer and asset risk profiles in a consistent, fair and transparent manner. Indeed, we believe it is more TCF to offer credit to a customer that is priced fairly and consistently for their risk profile than to decline them.

Evolution have introduced three tiers of customer risk: 'Core' (prime); 'Niche' (near prime); and 'Rate for Risk' (sub-prime). We will work with your dealership to provide a transparent and consistent pricing policy to all customers regardless of credit profile or risk.

Our rate for risk acceptances include a statement explaining how we make our placement decisions and that the acceptance offered is free from commission bias or potential conflict of interest. Please see Appendix 5 for an example of this.

This process is only TCF so long as we can together evidence that: the loan is both affordable and suitable; the cost of credit and any limitation of that credit agreement have been clearly explained to the customer; and that the basis of this loan offer is made free from conflict of interest or commission bias. Please see the dealer sales procedures section of this document to understand our process for delivering this.

Our Underwriting Team

Evolution have a team of ten underwriters, with four senior underwriters enjoying over 50 years combined experience in motor finance and motor underwriting.

All underwriters undergo significant training and development prior to and during performing this role.

Underwriters have specific mandates relative to their experience levels. Our underwriting management team carry out regular individual performance reviews, using a wealth of underwriting data and metrics to compare and standardise performance and outcomes.

Our Underwriting Values

Evolution operates a TCF policy for underwriting and we have included this full document as Appendix 2 in this guide.

Several example principles are shown below:

'Customers are proposed to the lender that best meet their circumstances based on the proposal data received from the introducing dealer. If two or more lenders match these circumstances, then the lender offering the best customer outcome based on the overall cost of the credit (APR) will be selected regardless of commission earning to Evolution.'

'Customers are assessed and placed with lenders based on factors including credit score, residential and employment status, credit reference data, the asset being funded and the lend and term required.'

'Commission earnings for either the motor retailer or Evolution are never used as a primary determinant in the placement of a customer to a lender.'

This policy and the principles it outlines are followed by all Evolution underwriters, embedding these principles into our team and ensuring that commission bias and conflict of interests are not present in our process. It is also Evolution policy not to provide bonus schemes or individual incentive schemes to staff members involved in the placement of customers to funders.



Dealer Sales Procedures

In order to comply with the FCA principles for business and the consumer credit source book (CONC), Evolution recommend all dealers review the following sales procedures in light of these rules. We will require all dealers to adhere to certain minimum standards and requirements in dealings with Evolution.

This section is not a comprehensive summary of all the requirements of the FCA principles or consumer credit source book (CONC) nor is it a comprehensive summary of all your contractual obligations to Evolution Funding Limited.

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Disclosure Documentation

We recommend dealers review their sales process to ensure all appropriate disclosure, adequate explanation and the right to withdraw is given in good time to customers. We consider customer suitability in line with CONC rules and expect our dealer partners to do the same. This includes CONC 2.5.3 & 4.2.5 R, which state:

A firm must:

2.5.3 R (1) "where it has responsibility for doing so, explain the key features of a regulated credit agreement to enable the customer to make an informed choice as required by CONC 4.2.5 R"

2.5.3 R (2) "take reasonable steps to satisfy itself that a product it wishes to recommend to a customer is not unsuitable for the customer's needs and circumstances"

4.2.5 R (1a) "provide the customer with an adequate explanation of the matters referred to in (2) in order to place the customer in a position to assess whether the agreement is adapted to the customer's need and financial situation."

Matters referred to in (1a) include but are not limited to:

4.2.5 (2a) "the features of the agreement which may make the credit to be provided under the agreement unsuitable for particular types of use;"

Please ensure your sales process includes provision for the supply of all appropriate sales disclosure documentation to the customer. Evolution will supply the finance company agreement, SECCI and adequate explanation document. We will require an Evolution Funding Limited explanation document to be given to and

discussed with the customer. This document is shown in Appendix 3 and we require this returning with the payout, signed by the supplier and the customer.

As Evolution offer both Hire Purchase and Fixed Sum Loan Agreements as standard product choice it is essential that your sales process and training includes the provision for identifying agreement type and adequately explaining the differing features of these products to the customer. Our adequate explanations document that we require signing by both your sales staff and the customer makes reference to this requirement. The adequate explanation document provided with the agreement will contain all information regarding the agreement features.

It is the dealer's responsibility to supply the customer with an adequate status disclosure.

We provide an Initial Disclosure Document (IDD) with every customer document pack (see Appendix 4).

For more information on pre-contract disclosure and adequate explanations, please refer to CONC 2.5 and 4.2.



Financial Promotions

The rules set out in CONC Chapter 3 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 includes advertising in all media channels, including social media and websites.

A financial promotion is a "communication of an invitation or inducement to engage in investment activity" and must be fair, clear and not misleading. The Financial Services and Markets Act 2000 defines 'investment activity' as the "offer to enter into an agreement the making or performance of which by either party constitutes a controlled activity". Credit broking is a controlled activity.

If you wish to include Evolution Funding's name or display our logo in your advert, promotion or on your website, you should discuss this with your Evolution Account Manager who will advise you of our requirements prior to anything being added.

It is your responsibility to ensure that your advertising and promotional activities fully comply with all laws and regulations that cover advertising of loans and credit, including, but not exclusively, the Financial Conduct Authority, The Advertising Standards Authority and The Competition and Markets Authority.

This would include information such as your status disclosure, commission and eligibility criteria.

More information on financial promotions and communications with customers can be found in CONC 3.

You should also ensure you are now fully compliant with the FCA policy statement PS14/18 on credit broking and fees. Again, your Evolution Account Manager can provide further information in this area if required.





Distance Marketing

If your dealership conducts regulated credit activities that are made at a distance then you must ensure that you comply with CONC 2.7 and 11.1.

CONC 2.7 details the rules that you must follow when conducting regulated credit sales at a distance. The rules in CONC 2.7 require a firm to ensure that a customer is in good time given all necessary pre- contractual and contractual information in a durable medium required before entering into a credit agreement.

CONC 11.1 details rules around the customer's right to cancel a distance contract and the intermediary and lender's obligations to communicate this to a customer. All regulated consumer credit agreements have to comply with section 66A of the Consumer Credit Act and offer the customer the right to withdraw from the credit agreement. As such, the right to cancel under CONC 11.1.1R does not apply unless the credit intermediary or funder breaches CONC 11.1.2R (2) or (3) and fails to disclose as required in CONC 2.7.6R to the customer their contractual terms and conditions, including the right to withdraw from the credit agreement.

The FCA will expect that your dealership has processes and procedures in place to ensure you meet with the above requirements.

You must tell us of any customers you plan to use a distance sales process on as it is vital we check that funder's documents can be signed off trade premises and that section 5 is present on the SECCI. It is also still a requirement of your dealership to sight and verify customer original proofs for fraud prevention and anti-money laundering.



Commissions

In your disclosure to customers (IDD) you must ensure that you mention that you may receive a financial benefit or commission from us as part of the transaction. If the customer asks you, or you believe the existence or amount of commission may affect your impartiality or the customer's decision to take the loan, then you should disclose both the existence and amount of any commission payment to you from Evolution.

Further details on the above can be found in CONC 4.5 on commissions.

In these circumstances, as Evolution will also be earning a commission or fee from the introduction of the loan to the finance provider, you should contact your Account Manager.

They will arrange for Evolution to provide a disclosure to the customer in writing of Evolution's commission or fee.

In calculating dealer commissions or commission packages, Evolution believe that commission paid on rate for risk customers should not exceed that paid on your core business. In practice, the nature of the restricted/lower commissions generated on rate for risk business means that commissions tend to be lower. We believe that this actually supports and protects your business and sales person from any potential conflict of interest.

Incentive Schemes

Should your business use incentive schemes to reward your staff for the sale of Evolution finance products, we recommend where possible that you offer the same reward across all our products and providers.

We believe incentives paid on rate for risk customers should not exceed that paid on your core prime business, again to avoid any conflicts of interest and to ensure TCF is adhered to.





Changed Customer Outcomes and Risk Based Pricing

As stated previously, we believe that the FCA principle of TCF is not designed to encourage you to treat everybody the same, but it is designed to ensure we all treat similar customer and asset risk profiles in a consistent, fair and transparent manner.

However, this is only TCF where we can evidence the loan is both affordable and suitable, the cost of credit and any limitation of that credit agreement have been clearly explained to the customer, and that the basis of this loan offer is made free from conflict of interest.

Evolution believe that, where customer outcomes have changed, our dealer partners can clearly evidence compliance.

This can be achieved using a combination of our process and procedures for underwriting, changes to recommended retail pricing and dealer commission scales, and improved communications and recording of sales interactions with customers.

To assist our dealer partners' evidence compliance and best practice on rate for risk business, Evolution introduced the following sales procedure changes from 1st March 2015.



Changed Outcome Statement

On all rate for risk acceptances we include, on the acceptance communication, a statement explaining how we make our placement decisions and that the acceptance offered is free from commission bias or potential conflict of interest.

See Appendix 5 for an example rate for risk acceptance.



Stage 1, Conditional Acceptance

From 1st Aug 2016, on all customers agreed on our rate for risk tier of acceptance (excludes some niche funder business), you will initially receive a 'Stage 1 Conditional Acceptance'.

This informs you that based on the customer's credit profile, a funder is willing to offer an acceptance of credit. This will be subject to affordability, eligibility and the customer meeting the lender's necessary prequalification criteria, prior to documents being released.



Pre-payout process, Call 1

All rate for risk acceptances currently receive a pre-qualification call from Evolution. The purpose of this call is primarily to ensure that the customer is fully aware there has been a change of outcome from the initial application we received from the customer's dealer.

We'll also confirm that the new approved terms are acceptable to the customer from an affordability perspective.

Once we have re-established affordability based on the increased payments, we will also ensure the customer understands the total cost of credit and the basis on which the loan decision was made. Evolution will then establish with the customer that they meet the funder's pre-qualification criteria using a number of pre-set questions created by the approving funder.



Proof identity, affordability, eligibility

Should the changed terms be acceptable to the customer and they meet the funder's pre-qualification criteria, we will then ask the customer to send Evolution all the necessary proofs the funder requires to confirm, amongst other things, the customer's identity, proof of address, and affordability. Proofs are received from the customer through our secure digital application, 'My Garage'.

Upon receipt of the digital proofs from the customer, Evolution will review them to ensure they conform to the funder requirements.



Stage 2, Conditional Acceptance

Evolution will issue to your dealership, a 'Stage 2, Conditional Acceptance' once we have reviewed and can confirm the submitted proofs meet funder requirements.



Pre-payout process, Call 2

Once we have established that all proofs meet the funder requirements, Evolution will then release finance documents to your dealership.

Should the funder have an E-sign facility, Evolution will conduct the signing ceremony online with the customer.

Since February 1st 2017, both Stage 1 and Stage 2 calls are recorded.



Evolution Customer Acknowledgement Form (Not E-sign)

All customers must be presented with a Customer Acknowledgement Form and given a verbal explanation of the content prior to the form being signed by both the customer and dealer sales person.

See Appendix 5 for an example of this document.

For guidance on how Evolution make underwriting decisions and the placement of customers to funders in a TCF manner please see section 5 of this Sales Procedure document.





Vulnerable Customers

The FCA defines a vulnerable consumer in its 2017/18 Business Plan as:

“Someone who, due to their personal circumstances, is especially susceptible to detriment, particularly when a firm is not acting with appropriate levels of care.”

Evolution's Approach

There are seven key recommendations of the CONC sourcebook (CONC 2.10G) that stand out to us (under Principle 6) when dealing with all our customers:



We presume that all customers have the mental capacity to make a decision about the loan unless anything indicates otherwise (CONC 2.10.4G).



We will act on knowledge (past or present), observations, belief or suspicion that a customer has a limited mental capacity (CONC 2.10.125G, 2.10.5G, 2.10.8G).



Provide support (where possible) to the customer to make a decision following identification (e.g. more time, clearer information) (CONC 2.10.12G).



We are aware that mental capacity and mental illness differ (CONC 2.10.6G).



Our policies and procedures are in place to manage customers with capacity limitations (new and arrears customers) (CONC 2.10.10G).



We accommodate all channels of communication, including telephone, face-to-face, online (CONC 2.10.14G).



Customers are allowed to make unwise decisions but they have a right to be protected when they are unable to make these decisions and we endeavour to help them with this (CONC 2.10.13G).

handbook.fca.org.uk

At Evolution Motor Finance we make our staff aware that any customer can be vulnerable, at any time, for one or many reasons, be they financial, coercion, lack of understanding, etc.

This can include examples such as:

- ◆ Mental or physical infirmity.
- ◆ Learning difficulties.
- ◆ Illiteracy and/or if English is not their first language.
- ◆ Recent change of circumstances – financial, bereavement, divorce, etc.

We work with our staff to identify, support and protect potentially vulnerable customers through day-to-day and formal training. We also have a programme of monitoring our handling of those customers.

We will ensure access to all our products and services are equal to all persons, whilst weighting responsibility towards ensuring that people who are considered vulnerable are appropriately supported and advised. Should this situation arise and it becomes obvious that the information we provide to the customer is not being understood then we will ask the customer to seek the involvement of a trusted friend or relative before proceeding.

A customer can be classed as vulnerable and susceptible to detriment at any point in the customer journey including but not limited to the application process, sign up, pre-qualification call, pay-out security call, complaints and collections.

Your Account Manager is your point of contact for the oversight of and any remedial action required from the identification of a vulnerable person that may involve your dealership.

We use recognised frameworks to train and assist our staff to identify potentially vulnerable customers and to help them handle those customers in an appropriate manner.

We also complete security calls on a significant percentage of our customers, including those we identify may require enhanced due diligence due to their age, occupation, or the level of borrowing. Through these calls we confirm details of the agreement with the customer, establish if they fully understand the loan, that it is affordable to them and they are happy to proceed.

Dealer Responsibilities

As one of our approved dealers you should also be able to demonstrate to us if required that you take steps to identify potentially vulnerable consumers and that you will work with us to ensure you do not inappropriately sell finance to them.

If vulnerable customers are not identified by lenders, these can result in detriment including borrowing and lending that results in 'later downstream' financial difficulty and problem debt.

You should be aware that some consumers may not ask questions about the finance they are being offered because they lack confidence or because they are afraid of being embarrassed. You have a responsibility to ensure consumers are in full possession of all the facts.

This not only benefits consumers but it could potentially reduce the number of cancelled finance agreements.

Evolution Motor Finance use a protocol called BRUCE to assist our staff in identifying indicators of potential vulnerability.

These are:

- B.** Behaviour and talk
- R.** Remembering
- U.** Understanding
- C.** Communicating
- E.** Evaluating

If you ever have any concerns about a customer or potential customer at any point, please contact our compliance function on:

compliance@evolutionfunding.com





Complaints

You must have a complaints procedure in place and documented. Your staff must be trained in these procedures and you must have clear management control for monitoring of complaints.

There are strict regulatory requirements around how complaints are handled and these should be incorporated into your sales process and procedures.

Your complaints procedures should be made available to your customers to access if required.

Where a complaint is made to a funder or directly to Evolution, your Account Manager will contact you immediately to discuss and a letter will be sent separately to ensure that you have all the information available to you.

Evolution expects dealer partners to notify us as soon as possible about any complaint received by your dealership that relates to a product or service sold via Evolution, or about a complaint relating to a vehicle bought using one of our finance partner's products.

Evolution expects dealers to respond promptly to information requests made by Evolution when handling a customer's complaint.

In communications of specific complaints, we will expect a response within three working days. This is accepted as a discussion with your Account Manager or our Complaints Team about the likely action to be taken.

You will be notified of and can monitor complaints made to Evolution about your dealership via our reporting suite of management information.

The link below will provide further information on the rules relating to regulated complaints, which include complaints relating to a vehicle's quality under section 75 or 75A of the Consumer Credit Act or due to the implied terms of a Hire Purchase contract.



Anti-Money Laundering and Fraud Prevention

You must verify that a customer's identity and the address they provide is legitimate. Verifying an identity and address means checking that the documents and signatures provided by the customer are genuine and match up, and photographic identification looks like the customer providing it.

We work within the FLA standard for Fraud and Anti Money Laundering best practice by completing customer due diligence and enhanced due diligence where necessary. We expect our dealers to work with us within this framework of 'know your customer' and 'prove your customer' when obtaining documents from the customer. We also expect our dealers to be vigilant to the risk of forgeries, including checking that documents are clear and in good condition as well as making further enquiries of the customer where necessary.

Your Evolution Funding Account Manager can provide a list of acceptable proofs of identity and address, by funder, if required.

To comply with money laundering requirements, Evolution Funding require you to provide evidence as to how large non part-exchange deposits have been paid to you. This may involve us asking for a copy of a bank transfer confirmation/remittance from the customer showing how a non part-exchange deposit of £8,000 or more is being paid.



Training

Before any of your staff sell our products and when new products, product features, processes or procedures are launched, your staff should receive adequate training. Your Account Manager can provide you with a launch training pack if requested.

This can assist you in a number of key areas, including:

- A comprehensive guide to using our DealerZone system.
- A description of our process when you submit a customer application to us and useful checklists to aide you with a selection of our funders.
- Details of the differences between our products including Hire Purchase, Personal Contract Purchase and Fixed Sum Loan agreements.

- The Management Information we make available to you to assist your business.
- Details and contact points for our teams ready to support you.

You must also track and record all training undertaken. Your Evolution Account Manager is available to provide additional systems and product training relating to the use of DealerZone and the sale of our products.

1.5 Evolution Funding Group Treating Customers Fairly (TCF) – Policy Statement

What is Treating Customers Fairly?

Officially, a UK firm regulated by the FCA “must pay due regard to the interests of its customers and must treat them fairly.” For Evolution, this is not a regulatory tick-the-box exercise – it is at the heart of our group Visions and Values, who we are, what we do and how we do and conduct ourselves in our daily interactions with all of our customers.

We recognise that we must continue to ensure TCF is integral to our products, our service and our operations and that, to treat our customers fairly, we need to abide by the six TCF regulatory outcomes.

Desired consumer outcomes of TCF

The FCA has outlined six core consumer outcomes that it wishes to see as a result of the TCF initiative.

These are:

- **Outcome 1** - Consumers can be confident that they are dealing with firms where the fair treatment of customers is central to the corporate culture.
- **Outcome 2** - Products and services marketed and sold in the retail market are designed to meet the needs of identified consumer groups and are targeted accordingly.
- **Outcome 3** - Consumers are provided with clear information and kept appropriately informed before, during and after the point of sale.
- **Outcome 4** - Where consumers receive advice, the advice is suitable and takes account of their circumstances.
- **Outcome 5** - Consumers are provided with products that perform as firms have led them to expect, and the associated service is of an acceptable standard and as they have been led to expect.
- **Outcome 6** - Consumers do not face unreasonable post-sale barriers imposed by firms to change product, switch provider, submit a claim or make a complaint.

Appendix 1

Evolution TCF Policy Statement

1.5.1 Embedding the Culture of TCF in Evolution Funding

Key milestones in embedding TCF into our business have included:

- In 2011 the Senior Management Team created the Group's 'Mission Statement'.
- In 2011 the Senior Management Team defined the group's Visions and Values and what they meant to the business.
- In late 2011 the business created and engrained into its culture modular training courses for all internal and external staff. The very first course everyone attended was 'Vision and Values and what this means to Evolution'. This course enabled all our staff members to help define and contribute to the values and actions that deliver these values.
- Today our 'Visions and Values' underpin the very pillars (outcomes) of TCF, in what we do and how we go about doing our daily jobs and interacting with all our customers and business partners. All new staff members are invited on our Vision and Values day within six months of joining the business.
- Central to our TCF journey is having products, processes and policies that ensure we deliver leading outcomes for all our stakeholders, including our customers. Customer outcomes are at the heart of our values.

1.5.2 Our Mission Statement

“We are the leading Motor Finance Broker, delivering success through our People, Partnerships, Products and Process.”

Appendix 1

Evolution TCF Policy Statement

1.5.3 Our Visions and Values

Taking our five core TCF Vision and Values in turn, our response can be summarised as follows.

	Vision and Value	What this means in Evolution
1	Integrity and Trust	Customers can expect in their dealings with Evolution that we will act with integrity, honesty and fairness in all dealings and interactions.
2	Partnerships	Customers can expect that in dealing with our partners, we place fair customer outcomes central to the development of these partnerships. From the design of products and services to monitoring complaints and cancellations, we work with each partner to place the customer at the heart of our partnership.
3	People	All our people are provided high levels of training and development to ensure they are appropriately skilled to deliver the right levels of customer service and fair outcomes for customers.
4	Results and Success	Exceptional results and success come from exceptional customer service and Evolution looks to deliver high quality service to our customers.
5	Products and Services	Are all designed and reviewed with the objective of ensuring positive customer experience and outcomes.

Investment in training and development, e-learning modules and a group intranet help embed TCF into our culture, employees and daily processes.

Looking to the Future

We continue to refine the policy and best practice around TCF and customer conduct and to review and act on the relevant management information to give the best possible outcome for the customer.

Above all, at the heart of everything we do, lies an unshakeable commitment to our customers.

Appendix 2

Evolution Funding Limited Underwriting TCF Statement

1.5 Evolution Funding Group Treating Customers Fairly (TCF) – Policy Statement

Treating Customers Fairly is at the heart of our strategy for placing customers with lenders, either in the design of our automated systems or via manual underwriting by Evolution employees. Customers are assessed and placed with lenders based on factors including credit score, residential and employment status, credit reference data, the asset being funded and the lend and term required.

Commission earnings for either the motor retailer or Evolution are never used as a primary determinant in the placement of a customer to a lender.

Customers are proposed to the lender that best meet their circumstances based on the proposal data received from the introducing dealer. If two or more lenders match these circumstances then the lender offering the best customer outcome based on the overall cost of the credit (APR) will be selected, regardless of commission earnings to Evolution.

Customers are always considered for the product they have applied for. They would only be offered an alternative where they have failed to meet the eligibility requirements for their chosen product or where Evolution has assessed their needs and circumstances as being unsuitable for that product.

Evolution Funding Limited will never knowingly propose a customer to a lender where we have good reason to believe that the customer does not fit that lender's credit criteria.

Evolution Funding Limited will never charge the customer a fee for our services.

Evolution Funding Limited will conduct a creditworthiness assessment on a customer before passing that customer's application to an appropriate lender. The type and sources of information required to do this will vary by applicant, depending on the circumstances, but will include all or some of the following:

- Income and expenditure (including settlement information).
- Credit score (both internal and external scoring and matching solutions).
- Previous dealings.
- Credit Reference Agency data.
- Information provided by the customer and/or dealer.
- Any future changes in circumstances that we have been informed of or would reasonably be expected to foresee.

Evolution Funding Limited will take reasonable steps to ensure any lender and lender's product is suitable to the customer's needs and circumstances based on the information disclosed to us.

Appendix 3

Sample Customer Acknowledgement Form



Customer Acknowledgement

To be completed prior to executing your agreement with the finance provider.

Customer Name:	Name
Customer Address:	Address
Registration Number:	Reg Number
Evolution Customer Number:	Customer Number

Customer Information

Please read the following in good time prior to signing the proposed hire purchase or fixed sum loan agreement arranged via Evolution Funding Limited and ensure you, the customer named above, have been provided with:

- A verbal or written explanation of the proposed agreement, including the repayments you must make and the total cost of the credit.
- A verbal or written explanation of how any Guaranteed Future Value (GFV) or balloon payment option, if present, has been calculated, what annual mileage this has been calculated on, the features and limitations of the product, the end of contract options available and any potential additional charges associated with exercising these options.
- A document providing an explanation of the proposed hire purchase or fixed sum loan agreement, which appears to you to be representative of the verbal explanation provided.
- A document called Standard European Consumer Credit Information (SECCI) provided to you with the funder's adequate explanation form.
- Information on your 14 day right to withdraw from the credit and how this can be exercised.
- If you have purchased a GAP/RTI/VRI insurance product with the sale of this vehicle, you can confirm that the dealer has provided the prescribed information necessary to fully explain the product and you fully understand my consumer options, the key facts, features and benefits, and confirm the 4 day deferral period required on purchase has been concluded or you initiated the conclusion early.

IMPORTANT: In addition please confirm that, you, the customer have considered the following:

1. You may have received a SECCI before your credit application was approved. In good time before signing this proposed credit agreement you should consider any potential changes in information or the cost of credit provided to you in the SECCI given to you with this form as some of the information may have changed since your credit application was approved.
2. The proposed credit agreement may be a hire purchase or fixed sum loan agreement that have different product features, ownership and mileage restrictions, end of contract options and associated costs. Please ensure you have had sufficient oral or written explanation to enable you to identify if this agreement is suitable to your needs.
3. You can ask for further information and explanation about your proposed credit agreement from your supplying dealer or from Evolution Funding Limited customer services on 01246 458 800 or customerservices@evolutionfunding.com
4. **DO NOT SIGN YOUR CREDIT AGREEMENT UNLESS YOU ARE SATISFIED THAT IT IS SUITABLE FOR YOUR NEEDS AND THAT YOU WILL BE ABLE TO MEET THE REPAYMENTS WITHOUT UNDUE DIFFICULTY DURING THE TERM OF THE AGREEMENT.** You should take into account factors such as your income, your current and potential financial commitments and the impact of a future change in your personal circumstances. This finance product is NOT suitable for you if you will not be able to make the repayments out of your income and/or available savings (without the need to borrow further or sell assets to make the repayments).

Customer signature		Dealer representative	
Date		Date	

Appendix 4

Sample Initial Disclosure Document

Important Please Read
Status Disclosure Document

Dear Customer

Please read the following document in addition to your pre-contract information and SECCI. You should consider the information given in all 3 documents before signing your finance agreement.

STATUS DISCLOSURE

Financing your purchase - Frequently Asked Questions

Who Are We?

Evolution Funding Limited. Company registration number 04609642. Our registered address is Thompson Close, Chesterfield, S41 9AZ.

What can we do to help finance your purchase?

We are authorised and regulated by the Financial Conduct Authority for credit brokerage. Our FCA number is 669005.

We work with a number of carefully selected credit providers who may be able to offer you finance for your purchase. We are only able to offer finance products from these providers who may offer us an incentive to do so. We will not charge you any fee for our services.

Can we give you independent financial advice?

No, we are not independent financial advisers and are unable to give you independent financial advice.

What can you do if you wish to complain about our services?

If you wish to make a complaint, please contact us in the first instance by writing to us at Customer Services Department, Evolution Funding Limited, Thompson Close, Chesterfield, S41 9AZ or by telephoning us on 01246 458 800.

You have the right to refer any unresolved complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, and London, E14 9SR.

Web: www.financial-ombudsman.org.uk
Telephone: 02079 641 000

Email: complaint.info@financial-ombudsman.org.uk
Fax: 020 7964 1001

Appendix 5

Example of Rate for Risk Acceptance from 2017

Stage 1, Conditional Acceptance

To	ABC Dealer Group	Advance	£8500.00
Re	Mr Tom Test - 123456	Term (months)	60
Date	14 March 2017 13:18	Rate	11% (22.9% APR)
Deal Type	HP	Monthly Payment	£131.81
VRM	ABC 123	Fee Structure	No fees
Fin Commission	£TBC		

All acceptances are valid for 30 days

Evolution Extra, our bespoke, rate for risk, deal-making department, will be requesting all customer proofs upfront and guiding your customer through the process before we issue finance documentation for completion.

Mr Tom Test has a Stage 1 Conditional Acceptance with a Rate for Risk Lender

We will now contact Tom Test by text, email and phone, to obtain and to verify the proofs the lender requires to ensure the customer meets their prequalification, affordability and eligibility criteria.

If the customer is with you, can you ask them to call Evolution Extra on 01246 458 801.

Once the above is fully complete we will contact you further to advise of the next stages and to issue the finance documents.

Kindest regards

Evolution Extra

Changed Outcome statement

Please note the overall cost of credit on this acceptance may have been altered from your original request. In making any offer, Evolution will have used a range of factors to determine the best funder outcome. Including, but not limited to proposal data, credit score, credit reference date, asset type and characteristics, and loan to value. Evolution will not have used potential commission earnings for any party as a primary factor in this outcome.

N.B

We will use our best endeavors to ensure all the lenders acceptance criteria, requirements and terms and conditions are met. However, the lender at any stage during this process reserves the right to decline this customer should they not meet any additional proof requirements not disclosed on this conditional acceptance. Please do not release the vehicle until you have received a payout remittance from ourselves.

In the interests of fraud prevention it is recommended that you do not release the vehicle until you are in receipt of payment confirmation from us. Payment will be withheld until we are satisfied with document quality and authenticity. All payouts are subject to HPI Clearance and proofs being stamped and signed. All acceptances are subject to Evolution's Standard dealer trading terms and conditions, entitled dealer agreement, a copy of which is available online within your dealer zone account or a printed copy can be produced at your request.

Thank you for your business

Funder	Max Mileage	Negative Equity	Max Annual Miles	Min Annual Miles	Min Customer Age	Max Customer Age	Products Available
1st Stop	100,000	No			22	65	HP
Advantage	120,000	Yes			22	65	HP
Alphera	138,000	No	30,000	6,000	18*	N/A	HP/PCP/LP
Barclaycard	N/A	Yes	30,000	8,000	18	N/A	HP/PCP/ML/ ML+B
Billing	130,000	No			18	75	HP
Blue	100,000	No			21	70	HP
Close	100,000	No	35,000	6,000	18*	N/A	HP/PCP/LP
Hartwell	100,000	No			18	90	HP
Hitachi	100,000	Yes			18	N/A	ML
Evolution	120,000	No			21	N/A	HP/ML
Laser	100,000	Yes			21	80 at end	ML
Marsh	100,000	Yes	30,000*	3,000	22	N/A	HP/PCP
Moneybarn	120,000	No			21	65	HP
Moneyway	100,000	Nov			21	80 at end	HP
Motonovo	150,000	Yes on HP+	28,000	5,000	18	N/A	HP/PCP/ HP+ML/LP
Northridge	100,000	No	35,000	9,000	18*	N/A	HP/PCP/LP
Oodle	100,000	Yes			18	70	HP
P&C	100,000	Yes			21	N/A	HP/ML/LP
Paragon	120,000	No			21	80 at end	HP/LP
Ratesetter	N/A	Yes			21	N/A	ML
Shawbrook	N/A	Yes			21	75	ML
Southern	100,000	No			18*	N/A	HP*
Zopa	N/A	Yes			21		ML

* - Requires joint hirer

Appendix 6

Underwriting criteria matrix

Distance Sold E-Sign	Distance Sold Wet Sign	Deposit Dispersal required	Will fund insurance products	Will fund Vatable Add ons	Employment Exclusions
Yes	Yes	No	Yes	Yes	Student, Benefits, Retired, Non Working, Taxi Drivers, Driving Instructors, Couriers, Agency Workers
N/A	Yes	No	Yes	Yes	Student, Benefits, Retired, Non Working, Taxi Drivers, Driving Instructors, Car Salesman at non franchised dealers
N/A	Yes	Yes	No	Yes	Student, Benefits, Non Working, Taxi Drivers, Driving Instructors
No	Yes	No	Yes	Yes	Student, Benefits, Non Working, Taxi Drivers, Driving Instructors, Any other hire for reward
N/A	Yes	No	Yes	Yes	Student, Non Working
No-Core Yes-R4R	Yes	No	Yes	Yes	Student, Benefits, Non Working, Taxi Drivers, Driving Instructors
N/A	No	No	Yes	Yes	Student, Benefits, Non Working
N/A	No	No	Yes	Yes	Student, Benefits, Non Working, Taxi Drivers, Driving Instructors, Couriers
N/A	No	Yes	No	Yes	Student, Benefits, Taxi Drivers, Driving instructors, Couriers, Any other hire for reward
N/A	Yes	No	Yes	Yes	Case Dependant
N/A	No	No	Yes	Yes	Benefits, Taxi Drivers, Driving Instructors, Couriers, Any other hire for reward
N/A	No	No	Yes	Yes	Students, Benefits, Retired, Non Working, Taxi Drivers, Driving Instructors, Couriers, Agency Workers, Car Salesmen at the dealership
N/A	Yes	No	Yes	Yes	Students, Benefits, Non Working, Taxi Drivers, Driving Instructors, Couriers on cars, Car salesmen that are buying from the dealership they work at
N/A	Yes	No	Yes	Yes	Non Working, Taxi Drivers, Driving Instructors, Couriers, Agency Workers
No	Yes	No	Yes	Yes	Armed Forces (non homeowners), Student, Benefits, Non Working
N/A	No	Yes	No	Yes	Student, Benefits, Non Working, Taxi Drivers
No-Core Yes-R4R	N/A	N/A	No	No	Student, Non Working, Taxi Drivers, Driving Instructors, HM Forces
Yes	No	No	Yes	Yes	Student, Benefits, Non Working, Taxi driver borrowing < £25,000
N/A	No	No	No	Yes	Student, Benefits, Non Working, Taxi drivers, Couriers, Driving Instructors, Agency Workers
Yes	N/A	N/A	Yes	Yes	Student, Benefits, Non Working
No	No	No	Yes	Yes	Student, Non Working
N/A	Yes	No	Yes w/pre printed invoice	Yes	Student, Benefits, Non Working
Yes	N/A	No	Yes	Yes	Student, Benefits, Non Working

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