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American Express
Services Europe Limited
Credit Card Services
Dept 871
1 John Street
Brighton
BN88 1NH

03 May 2021

Membership Number: xxxx-xxxxxx-01002

Dear Cardmember,

Re: AMERICAN EXPRESS CARD ACCOUNT

NOTICE OF DEFAULT SUMS SERVED UNDER SECTION 86(E) OF THE CONSUMER CREDIT ACT 1974

000059 1/1

We are writing to you because you have been charged default sums, the amounts of which are described below.

Details of Default Sums

1. (a) Amount Due £12.00 as you have been charged a late payment fee.
(b) Payment Due on May 28, 2021

Total amount of default sums, see above £ 12.00

This notice does not take account of default sums which we have already told you about in another default sums notice, whether or not they remain unpaid.

Yours faithfully,

American Express Credit Services
www.americanexpress.co.uk
Within UK 0800 917 8132, Overseas 44 1273 576576
Monday - Friday 08:00 - 21:00, Saturday 09:00 - 17:00

The Title is Unimportant

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“When banks extend loans to their customers, they create money by crediting their customers’ accounts.”

Sir Mervyn King, Governor of the Bank of England.

“Each and every time a bank makes a loan, new bank credit is created, new deposits, brand new money.”

Graham F. Towers, Governor, Bank of Canada 1934-54.

“The financial crisis of 2007/08 occurred because we failed to constrain the private financial system’s creation of private credit and money.”

Lord Adair Turner, Chairman FSA.

The bank hath benefit of interest on all moneys
which it creates out of nothing.”

William Patterson, founder of the Bank of England in 1694.

“The modern banking system manufactures money out of nothing. The process is, perhaps, the most astounding piece of sleight of hand that was ever invented. Banks can in fact inflate, mint and un-mint the modern ledger-entry currency”.

Major L L B Angus.

“I am afraid the ordinary citizen will not like to be told that the banks can and do create money. And they who control the credit of the nation direct the policy of Governments, and hold in the hollow of their hand, the destiny of the people.”

Reginald McKenna Chairman of the Midland Bank 1924.

“The banks do create money. They have been doing it for a long time, but they didn't realise it, and they did not admit it. Very few did. You will find it in all sorts of documents, financial textbooks, etc. But in the intervening years, and we must be perfectly frank about these things, there has been a development of thought, until today I doubt very much whether you would get many prominent bankers to attempt to deny that banks create it.”

H W White, Chairman of the Associated Banks of New Zealand, and the New Zealand Monetary Commission 1955.

“Banks lend by creating credit. They create the means of payment out of nothing.”

Ralph M Hawtry, former Secretary to the Treasury.

“It had been justly stated by a British writer that the power to make a small piece of paper, not worth one cent, by the inscribing of a few names, to be worth a thousand dollars, was a power too high to be entrusted to the hands of mortal man.”

John C. Calhoun, speech, U.S. Senate, Dec. 29, 1841.

“Failure by a lender to observe strictly the intricate requirements of the Act can lead to a loan being completely unenforceable with no right of restitution or other form of relief.”

Lord Justice Clarke – 2002.

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Introduction

All of the advice suggested aiming for a target market. The folly, it said; lies in attempting to capture the attention of everyone. “Focus on engaging your ideal reader” it said. And that was exactly the point where I realised that anyone who has ever had a loan, finance, or a credit card is the ideal reader of this work.

If you ever came away from a banking encounter with the impression that you had been lent something with the implication that the honourable thing to do was to pay back what was borrowed, plus interest of course, then you were duped, and this book is most definitely for you. Regardless of whether you’re soaring with your finances and can easily afford a decent lifestyle, or are in fear of every letter that drops through the door, this work is for you! (It’s also for all the wide-boys that love to work a hustle on something that directly benefits the wallet). Because who doesn’t want to know how they’re being screwed everyday in a rich man’s game, and what can be done to switch all that round to benefit us for a change?

Being stung many times over just for borrowing money to get ahead in life will never be the hallmark of a successful society with a healthy future ahead.

To my knowledge there’s no book like this available anywhere, and the reason for that is simple; this information is a) very hard to uncover, and b) hugely damaging to the banks and debt collection agencies when applied. So the information is very well buried and those who do know it generally wouldn’t dream of making it public knowledge as they’re very likely benefitting in many ways i.e. they’re high-level bankers.

Over the last twenty years or so I have honed this work through a process of trial and error. From speaking to bankers and debt collectors, fishing & delving to find their secrets, and from getting spanked in the courts for getting it wrong. I was entirely unaware at the time that my earnest endeavours would lead to getting a system together that can be applied quickly and simply, to reverse the heavily biased and well-worn route to misery that’s derived by using credit.

The more people that use these methods and gain financial freedom – the quicker the banks will be forced to rewrite their heinous policies and cease stripping people of their hard won assets and cash. In my search for this information, and to ensure that I wasn't just knocking out a duplicate of something already available, I looked long and hard at very many 'get out of debt' books, and discovered the bittersweet reality that they are all filled with the same 'solution' to the problem. That solution being basically to offer creative ways to continue paying the creditors or debt collection agencies - after agreeing some kind of deal with them.

Not one of those books had anything to say about questioning the legitimacy of the actual process we're involved in, or the checks and balances employed to ensure that what is being said by the bank bears any resemblance to anything in reality. The bottom-line with these guides is that the bank is still screwing us, and the author hopefully takes a little something off the top by our having bought their 'very much still playing the game' little book.

At this point in my protracted soapbox sketch I usually encounter predictable comments that invariably go along the lines of "so you think you've found a loophole in the system?" And "what makes you think you're so special / have figured out the deal?" etc. And my response is so boringly identical each time that I should really have some flash-cards made up to save my breath; this is not a loophole. It is not a 'fly-by-night' dodging or scamming trick and crucially, it cannot be closed by anyone because it is the law. And as we know already, no one is above the law – not even the banks!

This is a system involving law. Specifically, it's reminding the banks that they have strayed quite a way from it, and that it is meant to govern the actions of ALL banks and finance institutions. These laws seem to have somehow been abandoned or sidestepped over the years - one might say actively discouraged by those that stand to benefit, and as we'll see soon – for very good reason.

The second most popular comment is "So what makes you think you can get away with not paying back what you owe?" And that question 'outs' the entire problem in a nutshell by revealing the huge disparity in knowledge between what people believe are the facts behind credit and finance, and what the facts actually are. As we'll see during the unpacking of this book the two couldn't be further apart, and so the remit here is to bridge that gap. To share what I've learned, and hopefully convince you to take action by restoring your self-worth,

poking at your morality, and lead you to regaining your control over a situation that has prevailed for far too long.

The aim is to free us from this banker-created imposition and remove the anxieties caused by being caught in a web of debt that is a) unnecessary, b) completely backwards and c) doesn't even exist.

The intent is to provide accurate, testable information regarding what is true in this situation so that it can be applied to any credit / loan situation and get positive results that are repeatable time and again.

For those that want to argue their belief in how the system works against proven facts (and believe me, there are plenty), well that's a simple choice and they can keep being taken-in and continue funding the bankers by paying twice or three times for everything they 'borrow', while those of us that have the scoop on what is really happening can get on with correcting this dreadful situation and take the banks to task - while freeing ourselves from their clutches and collecting as much money as we might need to fund our lives. If you happen to be a wide-boy, and noticed what I just wrote - yes, you read that right! There's something here that's very attractive for financial gain and I've been doing it for a long time, but you'll have to read the book to get to it, because nothing this good comes cheaply or easily, and you need to understand the process intimately before using it.

Simply, this method uses contract law. It could be argued that contract law is the only law there is, but when it comes to reading huge tomes about it I understand completely. Reading contract law is very probably the single most boring thing that anyone could ever be saddled with, and it does take an age to get to a point where you can use it against those that have read it and use it against us, BUT, when it comes to learning how you can not only get yourself out of a bad situation quickly and easily, but then turn the tables and start using the information to benefit yourself and improve your life, well, for me it quickly became very interesting and the only thing that mattered, to the point where I was fascinated to learn exactly how I could use their failings to make myself a decent income.

The banks have mostly abandoned their own rules and have been playing a confidence trick on us for years and that results in our being deceived day after debt filled day. Hopefully this book will turn the lights on and show that the law

is unequivocally on our side in resolving the matter, but it is we that have to apply it to our situation. No one will do this for us – especially in the legal profession. The methods detailed here can be applied to many other situations in life whether it's dealing with people, corporations, government and many other scenarios, but we need to use the right tool for the job in each case. Hopefully these pages will shed some light on the comprehensive toolkit we already have available from which to select the appropriate item.

I'm not a lawyer, solicitor, barrister, or in any way legally trained and nor would I want to be as all of the 'Bar' professions come with pre-attached limitations when it comes to outing the establishment and its' 'that's just the way things are' dogma. The reason that these institutions are getting away with literal murder is precisely because those 'professionals' are sworn into it and operate under a strict code to ensure the continuance of their ways, and if any one of them dares challenge the status quo, they quickly find themselves without a Bar registration - a revoked license to practice. They're shunned by the profession and for them that's pretty much the end of the road, as far as playing in the sandbox goes.

I'm just a normal guy (whatever that means these days) that grew tired of it all. Twenty years ago I saw a thread and pulled at it until the cloth started to unravel before the whole curtain eventually came down revealing the brick wall at the back. If you like your information to come from the same industry that created the problem (and will die protecting itself) that's fine, and the very best of luck to you, but it's probably best that we part ways at this point as this book is not for you, and will likely incite some painful cognitive dissonance.

If however, you're more inclined to reading objective and investigative information concerned only with the truth in the matter, has little interest in protecting a bloated elitist establishment, and you'd like to learn tried & tested methods that you can apply to really improve your situation and come out on top for a change, then read on, for we have much in common.

The other side of this (quite valuable) coin, is the ability to use this information to allow credit card companies to fund your lifestyle without recourse to the inconvenience of having to pay your hard-earned (or maybe not) cash to them on a regular basis. Every few years I rinse between eight to ten credit cards. I draw the cash and I never pay it back, simply, because under contract law – there is no legal requirement to pay anything back when it can be proven that nothing was loaned to me. Some people literally clutch at their heart when they hear this and

go into shock, outrage, and indignation, primarily because they are pre-programmed to do so. They are so conditioned by the lies that they cannot imagine how doing what I just said, can possibly be legal. “You’re committing FRAUD” they exclaim! To which I very flatly respond that if that were in fact the case, I would have been arrested and charged at least fifteen years ago - and every couple of years since. Yet here I am writing a book about it and count many Officers of the Constabulary as being clients over the years (but who all strangely back away from investigating the banks for embezzlement – another story entirely.)

So while learning about this biggest of banking scandals I came across information showing how 99% of ordinary folk (that’s you and me) are conned out of our money the moment we sign for anything relating to cards or finance in the bank or any other financial house. I’ll always be the student in this as they literally change their game faster than you can say ‘credit swap’, and this rabbit hole went far deeper than I could’ve imagined (my naivety in the beginning). It shouldn’t have been a surprise really once I’d figured out that they’ve been working on this for at least 200 years. Their game is almost perfect.

Also, quite early in this journey I began developing strategies for getting at the nitty gritty of it all by trying out hustles that sometimes worked and sometimes didn’t and landed me in trouble. It’s all a game, and I was learning the rules. Every day I spent in a courtroom was a day of learning their rules.

At the same time I was reading stories of people that were so deeply in debt that they had killed themselves, clearly in their mind the only way left that they could see to escape their situation. I find it one of the saddest and cruellest things in a so-called civilised society, that a bank – specifically the people in a bank can create and then green-light policies that they fully know will drive another human being to such extreme levels of cul-de-sac mentality and deep anguish, over something so transient as money and imaginary debt, that they wind up leaving this world prematurely. It’s far more telling of the failings of capitalism, than it is about human nature.

So mistake-by-mistake I crept forwards. Testing and tweaking, winning and losing, laughing and weeping in equal measure, until I got my game on.

I read everything I could find and spoke to as many people in-the-know as I could. I wrote letters, Notices, Affidavits – just about everything

imaginable, and pieced together an understanding of the situation like a jigsaw but without the help of a picture on the box lid. I now have plenty of proof for what the banks are doing but as with any criminal organisation, they're never going to admit anything and the situation is very much a David and Goliath scenario at this stage, although with more people that will change rapidly.

The strategy in this book calls them out and forces a rapid retreat. It provides a remedy to their actions against us and I've settled and closed many credit card accounts and personal loans for friends and clients over the years (many of my own – with eight more on the way in the last three years) by using this information, and when I say 'settled and closed' I don't mean by paying them. This method brings the law to their door – and they don't like it one bit!

The scenario is always the same. The bank falls silent and fails to answer our enquiries. Simultaneously they continue to send reminders that our payment is late, and all while routinely failing to respond or even acknowledging our serious communications. That little gem itself is suicidal in law. When we get to the point where we can confidently demonstrate all day long that genuine endeavours were made to resolve this issue, but that it was in fact the bank that failed in it's obligations to the customer by not responding appropriately, we stand in absolute power over them. It's a deep wound to their case (if they ever managed to get one together). The banks seldom respond to inquiries and will always flee the scene, but the debt collectors are another matter entirely. They always respond – even if it is with complete nonsense. And they mostly skirt around the issue regarding our inquiries and seem to go to any lengths to demonstrate that they know little of the law in these matters.

The bottom line to all of this is that there are many nearly impenetrable banking secrets, and that's just a fact that they can't swerve. They call it 'sensitive information' - I call it fraud or embezzlement. Bankers will sit there with straight faces and have us believe they make obscene amounts of profit from just holding our money and making loans at interest. Yeah, we'll see about that.

This is a workbook and reveals information on how it all operates with step-by-step detailed instruction to show how anyone can destroy debt with just a few letters. It isn't a boring law doorstep, but it does outline basic concepts as a necessity required to get the job done quickly and without fuss by understanding the simple principles in contract law.

This book will evolve as more information is uncovered and as the slippery tinkers re-jig their game for yet another go around. It will produce new questions to increasingly challenge the rubbish we thought we knew about finance and contracts in general and this is where the veil gets lifted to banking mystery and offers a simple way to understand a scam that's been played for hundreds of years - at OUR expense. It could change your life if you want it to. It changed mine and now provides a decent level of credit for me to use as I wish.

Finally, please don't mistake me for a guru – because I'm not, I'm just a student and always will be. I'm simply sharing some of my learning so far (there's always more to go at) along with the tools I use to make my life better. Some people will be too fearful (indoctrinated) to even imagine that any of this is possible and they'll likely put the book away on the shelf and forget about it, but I fully expect some people to run with this and kick the can even further down the road so we can all learn more and finally get this rogue industry back under proper control.

So thank you for a) buying the book and b) considering taking the bull by the horns and changing the way we live under this current system of banking. We came here for experiences - so let's create some! I hope your life changes for the better starting today.

Paul M Yates

Chapter One

Debt is the Tool of Slavers

If we're going to take the head off this beast and get a fair deal we need to understand how things have arrived at the place they are. We need to get a grip on what exactly has happened to the financial system and how we can correct the problem, because it isn't getting any better and as usual it'll be down to the people (again) to sort this nonsense out as the banksters aren't in any hurry to halt their gravy train.

The psychology of this system we are faced with has been very carefully manipulated and honed to perfection over very many years, and it has to be unravelled to understand how we get screwed daily. Just achieving that one thing will ensure that all the 'other' impositions that the banking system is behind will also falter, and perhaps stall.

So much has been written on the subject of debt, and there seems to be no end in sight. It's almost a daily thing and with new technology emerging all the time, there's always newer and subtler ways for us to be duped. Economists and account

managers all want to have a stab at explaining the problem and there's always somebody coming up with a 'sensible' plan for managing debts and blogging it to the world or writing a Self-Help book. But the real problem here, is that all of the debt & finance 'advice' invariably comes from within the financial sphere. Yes - the very same people that are creating the problem are also creating the solution, although it isn't really a solution. Ultimately it's the same mind-set that's predictably regurgitating the same advice and it usually looks like this:

Analyse your incomings & outgoings to figure a way to service your debts and free yourself from their shackles.

Learn to live frugally. Deny yourself the finer things in life (or even the basic things as I've seen somewhere) whilst directing every spare penny towards your creditors so that you may one day 'lift your head high and say I paid it all off.'

Strike a deal with your creditors or use a company that will take care of all of it for you (for another fee obviously) so that you can then keep paying off a balance that hardly decreases, and they'll still screw with your credit rating.

"It can take ten years but boy will you feel free by the end of it – here, listen to some of the guys that've achieved real success by following our programme." Sounds familiar right?

It's all great & no doubt works, if you still want to run on the hamster wheel for the rest of your life and keep repeating the cycle til you die.

There isn't one of these programmes that looks at the nuts & bolts of the situation – particularly the part prior to the victim signing the Agreement. What about an investigation into the origin of the credit? And how legal are the legal aspects of the Agreement? And where has the law gone that used to regulate the contracting process?

These 'other' books never once look critically at what's happening whilst we're in the bank or filling out the online forms. They don't ever turn the bright lights on the process or the bank itself that facilitates the credit in the first place. They never ask questions like "is that Agreement really a legally enforceable contract?" "Isn't it just a unilateral contract that has no force of law unless we consent, and is strictly on the civil side with no binding on either party?" and how about "didn't we actually just create a Security Instrument with high value?"

Those are the kinds of questions that really must be asked if we are to get to the bottom of this situation because it leads to a very curious situation that bears enormous fruits when we begin to apply what we learn. Those other 'get you out of debt' books will never fully get you there and that's precisely because they aren't meant to. Their authors quite clearly don't understand what's really happening with banking and credit creation and without that as their foundation – what is there?

However this problem is dressed (and it IS most definitely dressed), the debt game is a very simple scam that's been played by the banks for at least two hundred years. Debt is slavery and credit is the bait, it's as simple as that. Now, whether we enter into it voluntarily and both parties are bursting with good intentions, or we were coerced or tricked into it and they keep changing the rules to make it impossible for us to extricate ourselves from the arrangement, one fact remains; when we believe we owe something to someone, we are indebted to them and must (at all costs) rebalance the equation as a function of the contracts' performance that we agreed to at the start.

It's a simple matter to verify that we do actually owe something and if unsure of the situation, a simple request to our creditor will be met with all of the information we requested and off we go on our repayment journey.

If we fail to pay back what we owe or struggle to meet the terms of the Agreement, we encounter a strange mental phenomenon - guilt.

The mind begins a subconscious process where we start to lessen our own worth and gradually convince ourselves that not paying back our debts is wrong, and that we are acting inappropriately. We failed to do the thing we said we'd do. We made a promise & now we've reneged on our word, our bond, and our commitment. The ego chips away at our mind with "I'm letting them down", or "they're suffering hardship or loss because of MY actions", and gradually it blooms into a dirty little secret. We're ashamed of not being 'solid', dependable, and reliable. We become angry with ourselves and the world, for not having enough to pay back what we owe.

The next stage is to hide. We conceal our feelings of worthlessness, our failings – and ultimately, even our physical self. We avoid situations, people, social gatherings etc. and it's a natural reaction when succumbing to adversity without an obvious way out. People that live under debt conditions exhibit diminished psychological health, which invariably leads to impaired physical health & well-being. Indebted people get sick more often compared to solvent & wealthy types. Guilt has a cost to our emotional & mental health and that's why we hide it. We push it right to the back of our mind & when it does come up again, it's paralyzing. And all of that comes from borrowing from someone we know.

What happens when we borrow from a bank?

Well, it's all of the above but with added fear because we convince ourselves that there's something criminal about what we're doing and that they'll find us and drag it all out into public, through the courts, ruin our life and we may go to jail right? They'll send Bailiffs, debt collectors and all manner of ugly people to our door. They'll make a public show and destroy our credibility. Everyone will know what we are!

But actually, it couldn't be further from the truth.

Banks and finance companies are extremely good at manipulating fear. If you think about how good marketing companies are at getting grown men to behave like savages (or babies) when watching a simple ball game, you can no doubt appreciate the complexities of the banking system who have been manipulating people for far longer. They've spent at the very least two hundred years programming the public conscience into a belief system that will automatically generate its own guilt and fear should we ever default on the contract we agreed with them. And despite all those things we tell ourselves we'll do tomorrow to push back the demons and get our situation under control, it hardly ever happens, and they slowly devour us. We never get on top of it unless we're gifted a chunk of money and even then it's hard to do.

Why is that the case? Why do we struggle to pay our debts (unless we're making sums large enough to not really notice)? Well, the answer is primarily because the vast majority of wonderful, average, normal people in this world (whatever that means), haven't the faintest idea of who they really are, where they actually live, or have the slightest clue about the system they're living under. Our understanding of this world extends just far enough to provide us with a reasonable level of functionality, to live our life believing what we believe, and predominantly just focusing on staying on the wheel without falling off. We hardly get time to even notice there's a wider vista let alone look at it! We're spoon-fed what's happening in the world by a lying media and the education system is anything but informative – because if it were - we would already know all of this wouldn't we?

Inevitably, there comes a point where suddenly all is NOT well, and our beliefs are challenged to breaking point. We no longer understand what is happening - or how it can be happening, and that's because we aren't equipped for it. No one ever told us that something would happen and our once 'more or less' dependable frame of reference would be broken enough so that we can't

understand this new reality.

This book is going to present a new version of reality (actually it's very old). It doesn't look anything like the one we're used to working with, but then the one we're working with currently doesn't and couldn't help anyone but bankers and shareholders. This is in fact, the truth of things regarding credit and banking but it will take a bit of mental yoga and outright suspense of the old belief system to accommodate. It might seem unbelievable and fantasy based as we progress through the pages, but most truth at its unveiling presents that way. Confusion, denial, anger, and a blinkered attitude are the new normal these days and interestingly, this is where most people go to when the truth of the banking system is revealed. 'Cognitive Dissonance', up until quite recently was unheard of, but nowadays is a phrase used daily.

Cog Dis is the very real inner argument that arises when the observable facts no longer match what we believe. It's a bit like watching a pink and yellow pinstriped Dolphin breach the water in front of us. We know they don't exist, and yet there's one right in front of our eyes. Nothing could prepare us for that and yet there it is as large as life. We were preprogrammed all our lives for Dolphins to present as Grey, and when this one doesn't – we enter cognitive dissonance. Now that's a strong (and silly example) but I think it conveys the point. We immediately strive for dominance to control a situation and so something must happen and quickly. We either change the model and develop a new belief, or work with the facts in the matter and step into a new paradigm that no longer requires a model or belief because we've entered 'knowing'. "Ok. So there's a Pink and Yellow pinstriped Dolphin in the world, how unusual – I wonder how many more there are?"

Or we can run away. That's always an option (but denies us a lesson).

In this case, we already know there's been something amiss in the banking world for the longest time, but haven't the time, energy, finances, or inclination to investigate – until we're faced with a debt situation that we know we cannot possibly get under control because our financial situation prevents that from happening. And guess what? That situation was meticulously engineered to trap us from the outset.

Happily the shock factor presented in this book isn't too much of a stretch to accommodate as most people suspect wrongdoings already. Most don't know

how it was done, how they can get out from under it, and how they can benefit by understanding the mechanisms and using them to their advantage.

The banks are loaded. Of that there's no doubt. How they became loaded is another matter entirely and 100% of the reason for that is because they understand Human psychology intimately and have been employing shenanigans that grew out of that understanding, for a very long time. Imagine if banks concocted the whole 'this is how money works' and 'this is how we do business' scenario just to take our energy and keep us in line. What if it is all designed to keep US down, and THEM in a position of lofty dominance? Could they have managed to pull that off without being caught? Could they still be using those old techniques to this day? Without anyone noticing?

Obviously right now there's a bigger, and far more relevant question:

Is it even possible for the majority of people to entertain this idea without the preprogrammed mind automatically dismissing it? Can we even consider it as a possibility?

It's a very hard thing to do if we aren't practised in flexing our 'suspending what we think we know' muscle. "The banks would never do that - could never do that. There'd be investigations all over the place. Somebody would blow the whistle on it right?" Well, keep reading.

Banks always make huge profits despite thousands perhaps millions of customers failing to pay them back. The percentage of people defaulting on their loans every year has been steadily rising and is a closely monitored statistic, and yet the bank always comes out on top. How is that possible? The CEO always gets a big fat bonus every year, even during huge bailouts by the taxpayer when the bank is running 'at a loss' with branches closing. How does that work?

In 2012 Royal Bank of Scotland CEO Stephen Hester (who already earned a 'basic' salary of £1.2m) was awarded a bonus by the bank of £900,000.

Nathan Bostock, CEO of Santander was awarded a £6.4m pay package for 2018 despite a profits slump and during mass branch closures.

Barclays CEO Jes Staley in 2020, was paid £4m that included an annual bonus of £843,000.

Metro Bank in 2020, despite losing over £250m the previous year, paid their CEO Daniel Frumkin a bonus of £520,000.

In 2020 Deutschland Bank paid it's CEO Christian Sewing €7.4m despite the bank having lost €8.2B over the last ten years.

This list of comedy money bonus pay-out's is endless. The bank starts to 'fail' (not really) – the government is forced to bail it out at the taxpayer's expense, but the CEO and their close staff still get outrageous yearly bonuses. And that's on top of their ridiculously large salaries. It has been widely reported that at least £1.6B of a banking bailout from taxpayer money goes directly to the executive officers of the bank. And the world seems ok with that (if it even finds out about it).

Let's dissect that for a minute. Imagine a company that makes chocolate as their primary product. They have plenty of chocolate in hand. They can easily afford to give their execs a fat bonus in chocolate every year, on top of their fat salary (also paid in chocolate) – because chocolate is their currency. They have it pouring out of their factory so it's no big deal. When they get a bit low on stock they can just make (type into a computer) some more. They have an endless river of it at their disposal. It isn't even 'special' to have all that chocolate so they barely even notice it anymore. But try explaining that to a chocolate addict with no money to buy any. It's unfathomable to someone that doesn't have it, to imagine a situation where you have so much of it that you can't even see it anymore.

It's the same with banks at the executive levels. They throw money around like it's a water fight – because to them it's just as common as water. But they know that their secret recipe for making that money must be held close and protected, or else the ride will be over and they'll ALL become just like the rest of us, killing ourselves to get more of it. At this point it's hardly surprising that the banks are engaged in programming minds to believe that their product is valuable and scarce, in fact, you could say that the money is their number two product and mind programming their number one. It's absolutely critical to their bottom line to maintain the illusion of scarcity and keep people thinking that they understand how banking works, but without them actually understanding how banking works. They spend billions to prop up the façade and so far, that money has been well spent – but remember, it's just water to them.

Banking and prostitution are two of the oldest professions. So much so, they're often indistinguishable from each other in operation.

Bank - An institution licensed to receive financial deposits and whose entire business activity is conducted exclusively for the purpose of financial gain.

Prostitution – The use of one's personal talents and assets to procure situations and events explicitly for the purpose of financial gain.

Banking & prostitution both use the relationship between emotion, desire, and spending to their advantage, and through clever marketing, deception, and sleight of hand, they both endeavour to relieve us of our money as quickly as possible, unless we are savvy enough to employ restraint & self-control whilst keeping a sharp eye out for what we stand to lose (or win) by dealing with them. Neither the bank nor the prostitute is a charity, and both operate to make money at our expense.

Banks are masters at the craft and quite obviously don't make obscene amounts of money by just vaulting cash & valuables. They also don't do it by making interest on loans - and they definitely don't do it by making shrewd investments (whose money are they investing by the way?) Doing all of that wouldn't produce nearly what they declare as their end of year profits when factored into their reported losses. (And do they ever repay the bailout cash when profits are back on top?)

Banks, or more precisely high level bankers (Banksters), achieve what they do by using deception. They do it by having us believe that they operate the way they've trained us to think they do. In some jaw-dropping instances a front-line banker will outright inform us that the bank makes loans to people and that it's an honest reflection of how they do business. And right there, in complete ignorance of reality, that bank employee has just regurgitated their conditioned understanding (or training) and lied to us with a perfectly straight face! Their ignorance is as staggering as it is endemic throughout the profession, and it's deliberately so, because otherwise the scam wouldn't work, plus, the lower level staff are members of the unaware public too, and are therefore also fair game for being screwed.

So we fill out and sign the Agreement, and without anything further being added to the mix, the bank makes a grand beneficiary gesture, and dumps cash into our

account or hands us a credit card with a tidy sum of credit on it. Just like that! Aren't they absolutely fantastic? Talk about altruism at it's finest. At this stage it isn't actually money yet – just digits on a screen ready for when we draw it out as cash or sign it over to someone else as a purchase contract.

Bankers will not and cannot tell you where the digits come from because they simply do not know – and instead fall back on their programming “the bank lent you the money”.

Everyone at a customer-facing level assumes they know what happens but it's nothing more than self-propagating collective psychoses. The senior customer service banker passes on the faulty information to the new customer service bankers and on it goes without any of them questioning the validity of it. The staff never read the banking codes during their entire careers - only procedure and policy, and even then only the sections that facilitate an understanding of their role within that department. Even if they did read the regulations, they'd have to be pretty sharp to spot it or be actively searching for it. The truth regarding where the money comes from to make bank loans and fund credit cards is one of the biggest banking secrets, and is shrouded in 'nearly' impenetrable mystery and falsehoods. The fact that WE create the money every time and then GIVE it directly to the bank is possibly the simplest concept one can imagine, yet trying to explain that in the face of such bewilderment and confusion needs more page space and supporting evidence than this book can offer. It's a behemoth subject to cover and a large tome could be written on just that topic, and that's because in the end it wasn't meant to be understood by us mere mortals. The good news is that the meat of it IS in this book, albeit condensed - so stay tuned.

As we know, banking is not a poor profession and money is currency right? Current(cy)? Energy? And the current or energy of a river flows between its' banks (banks?) So the current or energy of the people is represented by money and that money flows between the banks and literally charges them up. The vast majority of people have little to no idea that this is even happening which is exactly how the Banksters like it.

In the biblical tale where Jesus overturned the tables (turning the tables) and threw the moneychangers out of the temple, the moneychangers were bankers, and 'he' was onto their game and used his power & influence to give the people a break from their greed for a while. These days? The moneychangers are the

temples. We'll come back to that phrase later – moneychangers.

So the situation is such today that the Banksters have more money and power than countries. That's a bold claim, but it is in fact the truth of the matter because banks can sink entire nations on a whim as they're the ones that are in control of, and issue the currency. Where the King would once issue orders to mint more money, he must now go cap-in-hand and ask the Banksters to loan it – at interest!

If you've read the quotes at the beginning of this book you'll know that many savvy people through history have figured out that the Banksters create credit (digits on a screen or in a ledger) out of thin air. It isn't complex at all, but they first have to have a living man or woman in their temple from whom to transfer the energy in the first place, in order to create the credit.

This living energy unwittingly transferred to them by a man or woman is expressed and evidenced very simply by the application of a signature to a document. As we know, nothing of importance in this world moves anywhere without a signature. A signature is required in almost every instance of commercial activity because it evidences the energy (the intent) that's being transferred from one to another and that can be money, authority – anything.

A living man or woman can apply a signature to a document whereas dead ones cannot, which is handy, as the dead have nothing to transfer to the commercial system. This living man or woman is likely to live a lifetime of 'output', creating and infusing the world with divine energy (essentially creating products / goods & services for sale) that the Banksters can monetise. A piece of paper is just a piece of paper, but once it becomes charged with a living souls' energy, it at once becomes a powerful document that the bank can use to create money. If we think about how many times the simple act of signing a document occurs in every bank throughout the day, coupled with the newer 'electronic signatures', and multiply that by how many banks exist, the picture suddenly emerges showing the scale of the situation and gives a clue to where the bank makes it's gargantuan profits. Did they ever tell us about this? Were we ever taught this in school? Does an economics degree feature this knowledge? No, we did not learn any of this, and we're not supposed to. This process is exactly what is happening in all banks, but the nuts & bolts of the mechanism have always been kept strictly for those that need to know. Oops, the secret is out. We are now learning all about it, and with that comes the deeper understanding that we can actually

change things around to benefit ourselves for a change. And therein lie the beginnings of our remedy. The fact that they did not tell us anywhere or by any means, that the transfer of energy from us to them in the form of a signature is just one aspect of this whole deceit. There are many 'skins to this onion' and we will peel it and get our remedy.

Chapter Two

How Credit Works

Most Western adults have a decent working knowledge of how to obtain credit, loans, mortgages, credit cards, store cards and all the other specie of money. On top of that, we also know how it all works because, well, education and common sense – right? But if we read through banking law, we find that most of what we thought we understood is actually nothing like how it actually works. So quite obviously from the very start there are at least two very different versions of how the economy and money work. And right there is where that troublesome cognitive dissonance always shows up and makes us feel uncomfortable and distrustful of the information. So we tuck all that stuff away and continue about our business, content in the knowledge that understanding finance and banking is just too complicated. As long as we get that new (insert new shiny purchase here), our lives will be BETTER!

So we're making decent money (or not) and do some quick arithmetic to make sure we can afford the monthly repayments on the credit (or we don't) and then take the plunge. The interest is mostly irrelevant, as we'll hardly notice over the repayment plan, and well, we need it right? So that's all there is to it.

Or maybe we do see the extra we have to pay but our faulty rationale kicks in saying “well the bank needs to make money too – and they did lend me all that money after all..” and again, we absolutely need that car / gaming console / TV / leather sofa / kitchen etc. And don't forget, the benefits always outweigh the price we'll have to pay don't they?

That's usually the extent of our financial investigation or 'due diligence'. It's a

familiar scenario of greed masquerading as need. It is created by the 'wanting machine' inside all of us, which in turn was created by the dodgy societal construct of capitalism. The scary part is that the banks fully expect it to show up every day (because they created it in the first place) and are tooled up to meet and service it with open arms. It's a feedback loop.

The following could be fairly described as the generally accepted understanding of what happens when we seek credit or a personal loan:

1. We go to the bank or apply online for credit cards / a loan / finance etc. If it's in person at the bank they usually sit us down in a private office area and ask a few questions about our 'standing' - our ability to repay, financial status and what the money is for etc.
2. Assuming we pass this first test and the computer says 'yes', they then prepare paperwork for the transfer of 'their' capital to our loan account or credit card.
3. We're then required to sign and date the document to complete the application, either in person at the bank, or by making some kind of electronic mark in an online form field. Sometimes the bank will agree in principle, then mail out the paperwork for that all-important signature, and we scan & email it or send back the document in the mail. A couple of days later the credit is in our account or the card drops through the door.

(In most cases the loan is sanctioned within a few minutes but in some instances they tell you that the application has been declined so it's back to the beginning to find another creditor).

4. Off we go spending the cash on those things we really need.
5. Precisely one month later we make the first of a long history of repayments at the agreed rate.

If we make it through the repayment period (often up to seven years) without a hitch, then all is well and the account is settled with the final repayment and the account closed. Everyone is happy right? (Especially the bank!) And that's the understanding that we all know and trust. The banking system has worked on that premise for many years.

Is all of that true? Is that what really happens with loans and credit?

It is if you believe it is.

Let's look at that scenario again and apply banking and contract law.

From the outset the bank is keen for us to know that they require assurances that we have the ability to repay the loan / credit facility. They also want us to know that it is they that are taking all the risk in trusting our word to repay what we 'borrowed'. They don't want anything from us but want to know our financial standing and our ability to meet the required monthly 'servicing' of the debt. Notice here that the bank is keen to emphasise that they will lend us some money. They also use credit file services to corroborate what we tell them and perform risk assessment at some level.

Let's say 10,000 is applied for with a repayment period over five years. So that 10,000 has interest charged to compensate for their 'loss' (because we have the cash now and not them right?) Let's say it's 12%. So the loan plus the interest gives a total repayment figure of 11,200 on average.

Forms are printed with terms & conditions and penalty clauses. Penalty clauses are for their protection (not ours) and by the end of the process, a whole stack of paperwork has been generated. This, they call 'The Agreement' and it is very serious and official looking. Some might notice here that there's little to no protection offered to us the customer in case the bank does anything dodgy.

The final part of the application is the 'declaration' section and is complete with all manner of scary warnings about it being a criminal offence to knowingly falsify information and commit fraud. This section is where the rubber meets the road and gives them a green light to proceed. It comprises an amount in words and numbers, a date, repayment terms and the all-important space for our signature.

Most people don't ever recognise that this document is identical to a cheque. It has exactly the same detail and as far as the bank is concerned there's no difference. There's an amount in words and numbers, a date, and a signature – that IS a cheque - a form of money or a promissory note. And the moment we apply our signature to that document we have just charged it up with our living energy and created a Security Instrument. We just signed a cheque and gave it to the bank – for free, which they then immediately receive as cash and deposit it to their account.

We just created 11,200 (the face value of the document, which is loan plus interest) and handed it over to the bank as a gift. This is proven and outlined clearly under banking laws (and kept very quiet). They take this cash and add it to their bottom line as profit (and pay no tax on it – because it was a gift remember?)

“Security”, in relation to an actual or prospective consumer credit agreement or consumer hire agreement, or any linked transaction, means a mortgage, charge, pledge, bond, debenture, indemnity, guarantee, bill, note or other right provided by the debtor or hirer, or at his request (express or implied), to secure the carrying out of the obligations of the debtor or hirer under the Agreement;)

Stroud's Judicial Dictionary, Fifth Edition 1986, Published by Sweet and Maxwell defines the following:

“SECURITY”,

(1) A “security”, speaking generally, is anything that makes the money more assured in its payment or more readily recoverable...

2) Thus, bank notes, bills of exchange, promissory notes, and cheques, are “securities” (Byles (29th ed)). See further *Brown v Inland Revenue Commissioners* [1895] 2 Q.B. 598, cited MARKETABLE SECURITY, SECURITY FOR MONEY: But See SECURITY FOR DEBT

Lord Denning MR stated in *Fielding & Platt Ltd v Selim Najjar* [1969] 1 W.L.R. 357 at 361; [1969] 2 All E.R. 150 at 152, CA (Court of Appeal) “...we have repeatedly said in this court that a bill of exchange or a promissory note is to be

treated as cash. It is to be honoured unless there is some good reason to the contrary”

So the bank now has a cheque that’s fully endorsed by us that they received as cash. The Security Instrument is immediately added to their ledger and at some point in the near future the bank will sell it for yet more profit. Thousands of these Agreements are bundled together to form a Tranche and sold for millions on the stock market as a tradable instrument.

tranche

transh

A portion of a total, especially of a block of assets such as cash or securities.

A cut or slice of meat.

A slice, section or portion.

If the bank declines our application for any reason we will not get the credit and we will not get the Security back. They keep it. It’s free money for them. And we are perfectly within our rights under law to demand our property back at this stage as it is illegal for them to keep it, or claim it has been destroyed or otherwise, which would be fraudulent under their own rules, as the security is always our property. We just don’t ask – because we don’t know.

The bank is very interested in our ability to repay. Not only do they want our instrument for an instant addition to their bottom line, they also want our monthly repayments. They want all of our money and will scrutinise our financial standing to ensure they get it. In so doing, they continually reinforce the belief in our mind that they are lending us something and are taking all the risk, to say nothing of their reducing us to applying (begging) for the loan, subject to our credit rating.

The credit file result is what swings the final decision. Nothing we say or produce will make the slightest difference if it returns as a negative. We could deposit 10,000 in cash and request a 10,000 loan based on that security in our account – a completely safe bet by any standards – but if the credit file result is negative they will decline it.

As beautifully described by Simon Goldberg we can use the analogy of a Pawnbroker to see precisely what is going on:

When borrowing cash from a Pawnbroker, the broker requires something of value from us. This is usually a watch or jewellery. Something of high value and small size to put in their safe. Its value must be more than the amount of cash we want to borrow (face value plus interest) and there it will sit until we have completely paid back the loan and interest.

This handing over of a valuable item as security for a loan, in contract law, is called ‘consideration’. The item that we surrender becomes a Security Instrument and is retained literally for security, to ensure that we pay back what we borrow. If we fail to pay back the loan for any reason within the agreed timeframe then the pawnbroker has the legal right under Commercial Lien rules to claim this property as payment in full for the debt and can keep it or sell it to recover their losses.

Under the same process, (because it’s the law) the bank cannot make ‘loans’ of any kind without satisfying the legal requirements for doing so under contracting law. They are required to use consideration from us just like everyone else. There is no room for manoeuvre under the well-settled laws of contract, so they must receive a Security Instrument from us in order to satisfy the legal requirements for proper consideration. For the avoidance of any doubt about the importance of this document, try obtaining credit without first providing them with a signature.

Our Security Instrument is the Agreement document – the fully endorsed cheque we gave them worth 11,200.

The bank conveniently omit to mention anything about this transaction and it can be stated as an absolute certainty, that the staff member serving us doesn’t have the slightest clue about what is really happening at this moment.

So the bank ‘extends credit’ or makes a ‘loan’ to us based on our Security – our

consideration. Would the loan go ahead if the paperwork weren't in place? No. Would they still advance the money if we hadn't provided it? No. The key component in this entire process is our signature.

It can easily be proven at this point that the bank has lent us nothing in actuality, as we now know for certain that we financed them by handing over a security. So if they financed us then WE literally funded the whole transaction from the outset. We gave them cash – they gave us cash or a credit facility. Commercially this is a 'credit swap'.

The next thing that happens is the first truly sinister part in all of this (and there are many...) When the bank makes the 'loan' and credits our account or hands over a card with a pre-set credit limit, they also take out an insurance policy on the loan in case of our failure to repay. I'll say that again; the bank actually bets on our inability to repay the loan. This action could be described in a variety of ways, but at its core, it is a blatant conflict of interests. If we fail to make the loan repayments for three months or 90 days, the insurance policy is triggered and the bank gets paid out in full. This is why it usually takes three months for a debt collector to appear on the scene of a delinquent loan account.

So in implementing this insurance policy the bank now has no way they can lose. They don't care whether we pay or not because everything from this point forwards is profit.

They're actively hedging against us from the beginning and I'd be willing to bet that they make more money from a delinquent loan than they do a fully satisfied one, and we'll see why soon.

When a delinquent loan account is paid out through the insurance, it triggers another process whereby the bank then sell the 'bad debt' for pennies-in-the-pound to a DCA (Debt Collection Agency) who then proceed to pursue us for repayment.

So to recap;

The bank at no point says that a Security is required (by law) for Consideration under the contract.

The bank at no point disclosed to us that we created a Security Instrument under the Agreement.

The bank at no point disclosed to us that they receive our Security Instrument as a cash deposit onto their ledger.

The bank at no point disclosed to us that our Security Instrument funds the credit.

The bank at no point disclosed that this is a credit swap. We funded them - they funded us.

The bank then charges interest on the alleged loan - that WE funded.

The bank insures the alleged loan against our ability to repay (re – pay / pay again?)

The bank at no point discloses that they have engaged insurance against us.

The bank at no point discloses their conflict of interest.

The bank will wreck our financial standing if we default on this imaginary loan via reporting to the credit agencies.

The bank NEVER returns our property - the original Security Instrument, after we settle and close the loan / credit account, because they have sold it for profit.

The bank makes money from us at the outset. We credited them with a Security including interest, while they 'loaned' or presented a credit facility with the amount less interest. They then charge interest again, in addition to collecting the entire amount again via our monthly servicing of the alleged debt.

If we default and don't pay, they've already had the cash value of our Security plus interest. Then they get the insurance payout and whatever they make from selling the debt to a DCA.

Now we're beginning to see where the banks' profit centres really are! This process happens millions of times worldwide on a daily basis.

Let's now have a look at the imaginary contract the bank believes it has with us and would rather we think is legal and enforceable the entire time. This is brief because contract law whilst simple, is a beast, but is in fact, the ONLY law.

Over the thousands of years that humans have been engaging in commercial activities between one another there has been a continual process of refining the methods by which we can trade safely in reasonable surety that we are afforded some protection by a universally agreed construct as a base for commerce. It has been distilled over many years to a very simple set of components that are universally agreed upon and **MUST** be satisfied for a legally binding contract to exist between two or more parties. It can be as simple or as complex as is required, and contain thousands of clauses but in its most basic concept, five simple pillars are required:

FULL DISCLOSURE

CONSIDERATION

LAWFUL TERMS AND CONDITIONS

MUTUAL INTENT

MEETING OF THE MINDS

Full disclosure is self-evident. All parties that wish to enter into contract together must declare every part of the process from their perspective. It must be a transparent and simple understanding. What happens when they enter the contract, what they want to happen, what they expect to happen, what happens when something goes wrong, what happens in the event of a dispute? Generally, it's the documenting by each party for what they understand and expect, and each must enter the agreement with a complete absence of secrecy. If there is any secrecy being employed by anyone at this stage that is discovered at a later time, then the contract is immediately voided and all parties are released from obligation. Those that committed the fraud must bear the cost of their discrepancy and make remedy to the party(s) they have defrauded.

Consideration is what each party brings to the deal. If we borrow money from another, we must provide something of equal or greater value to balance the

equation like the Pawnbroker scenario. If one buys land or property, the value of it must be reflected in the purchase price. If one is using land as Security in a contractual Agreement, the value of the land must be consensually agreed as being equal to or greater than the item it is being used as security for.

For consideration to be valid it cannot be changed at any point through the term of the Agreement – meaning, that once its value is set then it remains for the duration of the Agreement. Thus any contract employing variable rate interest is void because the equation is continually being unbalanced and consideration cannot be established. Also, anyone within the Agreement that attempts to change any of the terms and conditions after the fact, i.e. once the parties are in the Agreement together and signatures have been placed, is automatically breaching the Agreement because again, the equation becomes unbalanced.

Lawful Terms and Conditions basically mean that all parties must not employ shenanigans at any time in the Agreement. If any part of the contractual Agreement requires an act to be done that is unlawful or illegal, then the contract becomes ultra Vires, which means that it is attempting to operate outside of its own parameters and the law that binds those in the Agreement together. As an example; a contract could not exist legally or lawfully that binds a group of killers together to plan a murder. As murder is illegal as well as unlawful, that contract could not meet any legal requirements and so would be unenforceable at any level – it is ultra vires.

Ultra vires ('beyond the powers') is a Latin phrase used in law to describe an act which requires legal authority but is done without it. Its opposite, an act done under proper authority, is intra vires ('within the powers'). Acts that are intra vires may equivalently be termed "valid", and those that are ultra vires termed "invalid".

Mutual Intent is the evidence that each party intended to get into the Agreement together. The signature on the Agreement is one way to show that but ALL parties that are contracting together MUST sign it. In a credit Agreement is there ever a case where any other man or woman's signature appears on a loan Agreement aside from the 'borrowers'?

If there is it is very rare.

Meeting of the minds is just a simplified way to say that two or more people

wish to contract together based on their mutually understood and agreed premise. A written statement or the Agreement itself is evidence that they agreed upon entering into an arrangement together.

To summarise: the alleged contract the bank is relying on

(Re-Lying on) is what is known as a Unilateral Contract. Unlike a true unilateral contract where the offerer can enforce their contractual position, as was set out in the first instance under the Agreement between the parties, credit agreements fail at the outset because they are not specified or construed as any particular contract form and thus can never be a legally binding enforceable contract, as they fail to meet ALL of the requirements to satisfy a legal Agreement.

Why is the Agreement an unenforceable contract? Well, because it is void. And that's because;

- 1). The bank failed to disclose that our signed Agreement is a Security Instrument.
- 2). The bank failed to disclose that it took our Security Instrument and added it to its ledger as a bank asset.
- 3). The bank failed to disclose that they used our Security Instrument to create a credit swap to fund the alleged loan.
- 4). The bank failed to disclose that an insurance policy was initiated upon the alleged loan being made.
- 5). The bank failed to disclose that said insurance policy comprises a direct conflict of interests.
- 6). The bank failed to disclose that they sold or intend to sell our Security Instrument (our property) for profit (which is the reason they can never give it back to us).

7). The bank brought nothing to the Agreement by way of consideration. (See 4 above)

8). The bank failed to sign the contract appropriately. Signing as 'bank name' does not indicate a living man or woman. Only living men and women are able to legally contract.

All of these citations are faults (failures in due process) that render any contract void in terms of Lawful / Legal Terms and Conditions being met. There can be no mutual intent if an Agreement is flawed by faults and omissions from the onset and fraud instantly renders the entire agreement void. Essentially the bank has failed on all counts for a legally binding contract to exist between us.

It is this watertight weight of evidence that forms the basis of our case against the bank and will ultimately undo anything they might offer by way of threats, coercion or demands. They have no ability to bring the matter in front of a Judge because the only thing they could bring - the contract between us is effectively not there. It does not exist.

So, what do we do with all of this?

Chapter Three

Every Good Bank Job

Needs A Plan

All unsecured loans, credit, credit cards, finance, store cards etc. arranged by FCA registered businesses rely entirely on our providing the so-called lender with a Security Instrument i.e. the money itself. If we don't sign their paperwork on the dotted line or make our electronic mark, the document remains inactive & useless and no credit is created. The bank has nothing to work with because it is not permitted to loan money held on deposit for customers for the simple reason that the bank does not own it. If we deposit 50 into the bank on Monday, it had better be there and available on Friday, or they would be liable for theft. The game is even more obvious when it comes to credit card companies, as they have precisely zero customers making deposits. So where does the money come from that the bank 'lends' out? The simple answer is the Royal Mint or the minting facility in most countries, but that's not where we need to look, as that's only the physical part of it.

It's the credit we need to look at, not the bits of worthless paper we pass around each other.

Credit swapping is commonplace at banks & financial institutions and is a big part of all the banking secrets. Remember the moneychangers mentioned earlier? Jesus' anger at them now starts to make sense doesn't it? What the banks are doing is a very old and deceitful practice and is continually being called out.

The problem at this stage is that the majority people in the world have been so thoroughly conditioned to think they understand how it all works, they don't even know that they don't really know.

The entire method presented in this book is to call the bank out based on what we know has happened. They will never admit to any of their dodgy dealings, in spite of their own banking rules detailing it intricately, and would be in an immediately weakened position without their dependence on our not reading their rules and figuring it out for ourselves. It's the classic hallmark of a bully. Bullies always cover for something they'd rather not be exposed publicly and this knowledge is without question the banks' Achilles Heel. When we find a bully's weakness, and it's only a matter of time before we do, the game will soon be over. This situation is no different.

So, we're going to call out the bank. It's a game of cahoonas. We know what they've done and we can prove it. As soon as we write to them, they know that we know and so delay as much as possible to get them to the promised land of the insurance payout. They're aiming at three months for the resolution of the matter precisely because the insurance pays out at 90 days. This is amply evidenced by their correspondence being so weak. There's little urgency or seriousness in any of it. No ultimatums, demands or forcing of anything - they just keep it very light and 'ask' if we've forgotten to pay our monthly payment this month. Their lack of direct language or demonstration of dissatisfaction with our actions, combined with the absence of threats for legal action is very telling. Banks & credit card companies are highly unlikely to take this matter to the courts because there's no dispute from our side. They have nothing to present to a court for it to adjudicate upon and the last thing they want, is for what they've done to be exposed in an open courtroom and become public knowledge.

As mentioned earlier, the customer facing employees at the bank are entirely oblivious to any of this OR of what happens in the higher offices. It's just a job to them, and sadly if, or when the hammer comes down, it's the service staff that'll feel the pain of it through process of association and collusion. Meanwhile the Banksters will sit back in their sumptuous lair and calculate their next attempt at scalping the populace. Banking staff, fair warning to you – get yourself a better job as soon as you can because this one is going to get ugly.

So we're calling them out, tactically and methodically. The reason for this is to provide context and lay the foundations for our legitimate concerns about the

legality of the banks' actions. We have the right to question anything if we suspect foul play and at the rate banks routinely make the headlines for dodgy activities, it's hardly a big deal to suspect them of foul play.

Any time we register a dispute with the bank it gives them grounds ultimately to get the matter into a courtroom, where they can quite easily roll out one of the Judges on their payroll to railroad us. (Yes! The banks own a good number of Judges and to imagine for a second that they don't is naïve, frankly). I have witnessed this first-hand in a courtroom.

The courts exist specifically to adjudicate on disputes, in fact, that's all any court does – so no disputes - just penetrating questions phrased in a way that they appear to be simple curiosity. I'd love to meet a bank CEO in a court setting with my questions but I'm not holding my breath.

All of our work in this arena concentrates on asking them to provide clear answers to simple questions that are leading and loaded, and we already have the answers. The bank knows that, but this is a cat and mouse game. We say that we're conducting a basic audit for our records - an investigation into the matter - due diligence into our financial affairs. But by leading our inquiry in a certain way, we're chipping away at their foundations and undermining the banks' credibility as well as removing their recourse to the courts. I'm 99% confident they wouldn't risk that scenario but it doesn't hurt to have plenty of backstops to protect us.

We basically state that we're happy to settle the debt in full conditional on them answering ALL of our questions satisfactorily. We play dumb and state that we've heard or read something about banking fraud and that we're growing very concerned, and so we're going directly to the CEO to get answers. "Your confirmation or denial that the bank initiated an insurance policy against this account regarding the potential for it's failure, i.e. betted against me, would produce a conflict of interests wouldn't it? Therefore, I'm withholding my payments until you answer my questions to my full satisfaction and demonstrate that this is not the case". If that was ever spoken in a courtroom everyone would lose their minds and it wouldn't matter what the bank answered. Eyes would immediately narrow as they looked at the bank representative and his or her credibility would be instantly and irrevocably damaged, possibly destroyed altogether.

Incidentally, have no fear of the bank answering all of the questions and then being landed with trying to find funds to settle the account in full. They cannot and will not answer 90% of our questions because that would be suicide for them.

“Oh yes, we monetised your Agreement, and we also took out an insurance policy on the account in case you failed to pay. We also had you fund your own loan and sold your property for a great deal of money on the markets.”

It'd be case closed, banks' FSA licence withdrawn & likely the Judge assassinated the same evening for allowing that lot to come out into the public. And in any case, we can always write them another 'cheque' for the full amount – on toilet paper obviously – as long as it's signed and dated - it'll do for the bank!

Answering our carefully posed questions 'to our full satisfaction' is never quantified in our correspondence and is obviously different for everyone. It's a moving carpet and very deliberately so. They could answer everything in intricate detail (as if) and then we'd say, "I'm sorry but I don't accept that as an appropriate response..." which could go on indefinitely. Also, their answer would likely prompt even more questions and on it would go. In any case, the account arrives at 90 days delinquency all too soon and triggers the insurance payout. Once that happens they pocket the cash, drop the matter like a hot potato, immediately sell the account to a debt collector and inform us that they are transferring it to their 'collections team'.

If they do their business properly (which hardly ever happens because they're utterly complacent), the next thing we get if we're very lucky is a Notice of Assignment in the mail – a simple document informing us that the debt has been legally transferred to a DCA. They sold it.

A Notice of Assignment doesn't verify or confirm that the debt is actually legal - only that the transfer of it was. It basically states that the bank transferred all their rights in the bad account to X company. And if we remember back to the contract section about a contract only being legal if the Agreement didn't require illegal activities – the debt is unverified and therefore questionable, so the Notice of Assignment is standing on what as it's basis? Yes – nothing. It's not worth the paper it's written on and the company that bought it has likely no idea that they have cause of action against the bank for passing off a known uncollectable

account.

So now X company has 'full authority' to collect on this outstanding debt as if they were the bank itself. Unfortunately the bank couldn't previously demonstrate any legal cause to collect on that account, and the Notice of Assignment doesn't confer any special rights over and above those that the bank had (or didn't have), so the debt collector now has a big problem. The DCA can never show they lent anything, or had any kind of legally binding contract with us and the deal-crusher for them is that they aren't, and never have been in possession of the original Agreement, so could never be in a position to return the Security Instrument even if we did settle the outstanding balance. The paper trail that we're creating here shows that we're standing in honour by refusing to engage in fraudulent activity, and more than that it shows we're evidencing that the bank has operated in contravention of the laws that were instated to govern and curtail their questionable activities.

By the time we start getting responses to our letter, the bank are already well into the countdown to the insurance bonus and no one at the level responding to us has the slightest clue about anything in the letter OR the insurance payout. Our letter is in a foreign language to them and so up the chain it travels as they try to find answers to our concerns. That it hardly ever reaches our intended recipient says much about their protective layers. Sadly (and quite revealing), the language used by the bank is always to treat our letters as disputes or complaints and that it will be addressed as such. They can only process the letter as a dispute as they are trained precisely and rigidly to handle customer issues very seriously. This is why we ALWAYS state clearly in our correspondence that there is NO dispute. That way, should they ever try to progress it to legal action we can always demonstrate that there was never any dispute and they are deliberately wasting the courts' time (a serious offence!)

They may respond but it doesn't take long to see it's all hot air, and each time they say something, they're providing answers to questions they want to answer – not the questions we asked them. Our play here is to show that we're ready and willing to settle subject to them providing the following:

1. Validation of the loan / credit – the paper trail showing where the money came from.
2. Confirmation that they hold the original unmarked Security Instrument - I

always demand a meeting so they can produce it for my inspection – never happens!

3. Verification that the contract meets the minimum terms set out in law for a verified legal contract.
4. The name of the banker with full knowledge of the material facts of the case - the witness to the facts - the one who signed the Agreement with us - and this cannot be just the bank's name.
5. Verified confirmation or denial that the bank took out insurance on the loan.
6. Verified confirmation or denial that the bank took our Security Instrument and added it to their ledger as an asset of the bank.
7. Verified confirmation or denial that the bank used our Security Instrument as credit with which to fund the credit / loan that was advanced to us.
8. The law under which they're operating that allows them to take customers' personal property and keep or sell it.

Now these questions and their related spin-offs could take forever to ask. We can ask them all at once or spread them over five letters. I generally like to get the job done in one punch if I can, so I outline everything in the first instance, which in my experience usually knocks them down so hard they can't get up again.

So they fail to respond appropriately and when they ignore the questions we could reasonably add 'secrecy' to the list. Secrecy in banking is a very big deal, as they are required by the FCA (Financial Conduct Authority) to be transparent in their communications. Ignoring direct questions from a customer is nothing short of a refusal to comment, i.e. secrecy. Which then leads to 'negligence' for failure to address a client with genuine concerns.

So we have an almost limitless line of questioning that compiles over the course of the matter to produce a solid legal framework and a lawful basis for our case against them.

It all depends on how far we want to go. One notion I'm currently entertaining is suing them for the theft of my original Security Instrument. This hinges on our having played the game to its conclusion, having settled the debt and closed the

account. Under commercial rules the Lien is now settled, the loan repaid and the Instrument 'redeemed' – so legally they no longer have any authority to retain our property. They are required to return it. If the Pawnbroker kept our jewellery after we'd paid him back we'd have a good case for prosecution under 'theft' of property.

A lien is the right to hold property as surety to ensure a loan or debt is repaid. Car repair shops successfully use liens all the time and the mechanic is legally allowed to keep our car until we have paid for the work that's been done. If we don't pay for the work – we forfeit the car and the garage can sell it to recoup their losses.

In this case the bank is required by law to issue a return of our Security Instrument (the original and unmarked Agreement with the signature we put on it) and if that isn't possible (as we know it isn't) they are then liable and have to cough up the face value of the Security plus interest as well as damages. They would also likely lose their license to operate after we make a complaint about their having been caught stealing from their own customers.

If (when) the bank fails to return our redeemed Security Instrument, the question that must be asked at this point is; what did we redeem by settling and closing this account? In the case of a store or credit card, when we pay off the balance and never want to use it again, we simply destroy the card and that's the end of it. The account becomes dormant and ultimately closed by the card company after a period of time - and they're away with our Security after having been gifted free money by our ignorance. I wonder how many millions of settled credit cards have gone this way?

Redemption is the act of the creditor returning the Security to the debtor who has now settled the debt - because the Security is always our property.

The fact that the banks never return our Securities when debt accounts are settled is laundry the bank doesn't want to wash publicly, so if challenged I suspect they will seek a quick and quiet settlement, pay us off and include a silencing clause (Non-disclosure Agreement).

So now we need look at what happens when the bank sells the failed account to a Debt Collection Authority.

Debt collectors have a bad reputation and it's usually deserved, but

unfortunately, for all the DCA's chest-puffing and bluster, they actually have NO legal basis for their actions and they're trying very hard to make something out of nothing whilst keeping their fingers crossed that you don't understand or learn what your rights are.

A debt collector doesn't even have the right to contact us without our prior permission, but forge ahead regardless while trying to fabricate some kind of relationship between us by using every trick in the book. Their hope is that they can intimidate us into conceding that they have some sort of standing in our private business with the bank. Generally their choice and intensity of language immediately betrays their weak and desperate position and they quickly overstep the legal line-in-the-sand into outright threats and sabre-rattling.

Legalities don't seem to deter a DCA and they issue their demands in very unfriendly language, which happily, gives us an opportunity to cross swords with these bottom-feeding idiots and take some money off them. They are improving in their communications but the undercurrent is always clear. DCA's enjoy a unique place in the world, having little to no credibility within the financial sector, whilst simultaneously garnering zero respect from the general public (in an interesting parallel with politicians...)

The role of a DCA is to intimidate us, like a playground bully, where they hope we will cave under their threats and bluster, and pay up what they're demanding, out of fear of the consequences if we don't.

DCA's buy bucket-loads of bad debt in the hope that they'll profit from chasing the 'debtor' down and cornering them to pay up the closing balance of the account before it was sold – which is a far greater amount than what they acquired it for. It typically works too because in the vast majority of cases the general public are clueless as to what their rights are, or what a debt collector can and cannot do. Most people have a great and completely irrational fear of debt collectors (i.e. they're well programmed).

DCA's often (always) use threatening language in their letters which could be legally construed as a tort (from torture), and can be used against them should we wish to turn the tables. The basic standing of a debt collection agency /authority is as follows, but let's just clear this up now; the word authority in their name is entirely baseless – they sometimes use it to generate more fear;

They have NO legal business with us unless we gave it to them by prior Agreement.

They can demonstrate NO contract between the parties (us and them) unless we gave it to them by prior Agreement.

They cannot claim to have ever lent us anything.

At no time did they ever possess the original redeemable Security Instrument - so there's nothing we can redeem by settling their claim.

They are viewed in law as an interloper - a third party without standing.

They have no first-hand knowledge of the material facts of the case.

A DCA is a chancer by definition.

chancer

[noun](#)

chancer | \ chan(t)-ser

: a scheming opportunist

(Merriam-Webster)

They hold nothing that can be used against us other than a Notice of Assignment, issued (if they're very lucky) by the original creditor. But that document is worthless once we begin our correspondence, as we always have the right to ask for proof of their claims that we owe something. I love to play with these companies by gently suggesting that if they persist in harassment by continuing to write to me using threatening language, then I will see them in court where I will be taking money from them for my remedy and damages!

I have a bit of advice for DCA's; If you persist in threatening people you have no prior commercial relationship with, who are NOT your customers or employees, and make demands of them with threats – don't be surprised when they drag you into the courts and have you answer to charges of harassment, extortion, embezzlement, and threats with malice's. The game you play isn't even slightly

honourable and is right on the edge of legality. It wouldn't take much to take you down and that day is coming towards you rather quickly.

So to deal with these types we use the same process as with the bank - assuming we can be bothered. For me it's a sport that I use to keep my mind sharp, but they can usually just be ignored out of existence and will get bored of the silence long before we do.

As with all of our commercial activity we must always be the grown up in the situation and deal with our matters appropriately and in a timely fashion. In the case of a DCA producing an actual Notice of Assignment, we proceed exactly the same way as with the bank, except that the beginning of our letter invites them to prove their legal standing in the matter (which as an interloper is impossible).

They state that they act on 'instruction' from the bank as their collections team, so we can simply remind them that the bank failed to respond appropriately to our correspondence so perhaps they can act honourably and succeed where the bank have failed. DCA's are usually quick to get the ball rolling and will typically respond to us within two weeks – not that their response is anything in substance after our letter.

In the same way as dealing with the bank, we offer to settle and close the account (and again, there's NO dispute) conditional on their providing answers to our questions and validating the debt. Generally debt collectors, law firms and solicitors are historically the best at getting their knickers in a twist more readily than banks as they've actually got skin in the game. They have something riding on this because they paid money to the bank to acquire the debt, and because of this they're usually very quick to reveal their weak standing by the progressive tone & thinly veiled threats in their correspondence.

A DCA isn't legally allowed to visit your home without a warrant – NO ONE IS - so don't be intimidated by their 'doorstep collection' threats which will come at some point. They just need a gentle reminder that their activities to collect on an unverified debt WILL be construed by you as threatening behaviour, extortion, harassment, and threats with malices. And if they threaten court action then so much the better - we can add that to the list.

Whichever way it goes they are required (the same as with every court case) to

provide full disclosure and that includes:

1. How much the debt was bought for.
2. Who it was bought from.
3. Who is the first-hand material witness in the matter that was present at the onset of the original agreement?
4. What due diligence they have conducted to verify that the debt is legal.
5. That they are in possession of the redemption note - our Security Instrument.
6. Their legal relationship with us as someone they are claiming owes them something.
7. The legal contract with them that demands our performance including terms & conditions.

They can never do it and most DCA's run for cover when faced with that, but there have been a couple in my experience that have been desperate and stupid enough to proceed despite having nothing that resembled a legitimate claim.

By far the most common response is silence. Occasionally they will write stating "We have returned this account to the client and no further action will ensue" which from our perspective is an outright victory! The bank closed the account, sold the debt, and now the debt collector has admitted defeat. Next!

The very very few that are going for gold and register it with the court are likely new businesses that don't understand the game and are eager to make their name. They can be forced to answer our questions in front of the Judge or Magistrate and it doesn't generally go well for them when we say to the Judge "Sir, I've been trying to settle this account with them for X number of weeks / months but they don't seem to want my money. I'm ready to settle but have concerns over the legalities of this matter and have some questions that need answers. In the interests of fraud prevention I submitted all of the relevant paperwork (our letters) to this court and trust you have read the case?" Now that little statement pins the Judge's ears back and he/she is obliged to indulge you (especially if they've been a bit lazy and haven't looked at the paperwork!)

I have 'lost' one case this way when the Judge sided with the hugely underprepared DCA and railroaded me. He was corrupt, drunk, bought or just too lazy to do his job, because the DCA literally had nothing. A simple retrial on grounds of 'bias' fixes that and throws the Judge's work and alleged authority into disrepute for any future cases of that nature.

In the other scenario – the one that's 99.9% likely, where the DCA slopes off into the night without fuss, we can be certain that a month or two later we'll receive a similar letter from a new company with the same demands, albeit with a lower settlement figure, because each time the debt is circulated it gains notoriety and loses value (irrefutable evidence that these idiots are buying and selling each others' bad debts.)

Eventually they evaporate and we're left with cancelled debts and silence. They never actually say outright that they're beaten and I've often tried forcing the issue with demands to know what the account status is, only to be met with a copy of their last letter re-stating their 'return of the account back to the client' and nothing more.

So, from the bank we get "That account has been passed to our collections team - we have no further information".

And from the DCA, "We are no longer dealing with that account. It has been passed back to the client."

The victory in these battles is usually a quiet one.

One slight downside to successfully defending ourselves each time is that these companies typically register their interest and activity with the credit file agencies. Unfortunately each time someone makes an enquiry about the account it registers as a 'soft' hit and this is how our credit rating gets so jacked up by just one debt. If five DCA's have attempted to collect on it, we have five hits of enquiry. It stacks up quickly but allegedly isn't viewable information to lenders (yeah right...)

It isn't all doom & gloom or as final as it sounds as it's a simple matter to inform those that have made entries onto our file that they have acted inappropriately and have caused harm and loss and engaged in defamation of our character – all whilst operating in dishonour. This is because the bank failed to respond in the very first instance. They can be forced to correct the filing and clear our credit

file of their erroneous registries. It's a straightforward process once we have failed responses from the bank and subsequent DCA's – because the credit reference agencies aren't permitted to publish inaccurate data (see the 'Clean Up' chapter).

Chapter Four

The Process

This book needs to be read through at least a couple of times in order to really activate unlearning the junk information and replace it with a clear understanding of just how far off the path the banks have gone. When the light goes on and we fully see what's happening it causes us to step into a confidence unlike anything we've known before. The fear of "what if they arrest me?" Or "what do I do if they come to my house" evaporates like the nonsense it is, and is replaced by a calm composure that comes with knowing exactly where we stand.

Another thing that happens is that we also begin to read their letters in a different way, and can clearly see their desperate and hopeless position. Knowing that we stand in the truth of law and thereby enjoy its full protection, the whole experience becomes quite uplifting. It really shows us our true power and we become eager to take control of the situation and give 'em what for!

So the first stage of the plan? Stop servicing the debt. Cancel the payments and keep the cash for better things. That causes the alarm bells to ring at their collections department.

Generally it takes about two weeks for them to make contact after a missed payment and bank policies are unsurprisingly similar in this regard so they'll send a gentle reminder because, well, who wants to rush this?

"Dear Mister or Misses so and so, you appear to have missed your last payment. If this is a mistake or an oversight, please rectify this as soon as possible to bring your account up to date and avoid further action."

We have their attention, but not fully just yet. We need to wait a while – give it a couple more letters.

The second letter, usually around two weeks later, (they're edging closer to the prize) is slightly more to the point but still nothing too drastic.

“Dear Mister or Misses so and so, you've missed two payments on your account and it is now seriously overdue. If there's a problem we'd love to help and are happy to work with you to resolve it. Recent events have made things hard for everyone, so if you'd like to discuss your finances with us we can help. Please contact us to bring this account back into order or it may be passed to our collections team for further action.”

Ooooh. Strong. The collections team! That sounds scary. And 'further action' – what could that mean? Well, this is all very superficial and is still in customer complaints territory.

A very interesting thing is happening here when they state a willingness to help and discuss the problem. I often wonder what they are specifically offering to help with, because they won't be seen for dust once they get our letter and know that our problem is with the integrity and legality of their actions.

So their second letter is usually the point where we begin correspondence with them.

Our first letter begins with our having several issues that need urgent clarification as we've been educating ourselves on bank practice and are now quite concerned about their operational legality, to a point where we absolutely must conduct our own due diligence in this matter and get some straight answers to straight questions. We list various and revealing quotes from significant people about the nature and sickness within the banking industry - the same as this book uses at the beginning. We ask them to confirm or deny the validity of ALL those quotes and obviously they won't (and can't) enter into that, but right away it sets the tone of our inquiry and who knows, we might just start a new line of thought and educate a member of staff that's reading it – assuming it ever gets to a pair of human eyes.

After that we write a short section that reveals the legal definitions for a Security Instrument, and then we're onto the discovery questions. We can list them all sequentially or play around with it and be selective. We close by stating there's no dispute in this matter and that we're simply conducting an audit for our accounting purposes.

We're stating that we're more than happy to settle this account in full for redemption of our Security Instrument but that it's conditional on the questions being answered to our satisfaction and upon sight of the original unmarked Security Instrument bearing our signature. That's pretty much all there is to it for the first letter. Everything is sent to the CEO first class recorded because, well, why talk to the monkey when we can go straight to the organ grinder? It never gets to the executive office but rather, spends a while floating around in the Customer complaints department, and that is their fault not ours. So we sit back and give them another couple of weeks. The response (if any) should at this point be entirely unsurprising.

"Thanks for your letter, we are now investigating your complaint and this could take some time, so please bear with us."

Complaint? What complaint? Did we complain? And did you see their delay tactic?

Sometimes (most of the time) they'll respond with a letter that restates everything they've already said and completely ignores our letter. If they do attempt a 'concerned' reply to our issues, in my experience there's very little offered by way of substance to address them. I've had occasional letters waffling about something else entirely, but the banks are single minded in their race to that insurance - especially if they sense the game is up. Most of the people reading our letters don't have the faintest idea what we're talking about and our letters will seldom get the attention of the CEO - despite that being precisely to whom they are addressed. In fact, the largest percentage of customer letters aren't ever read by humans - it's a computer that scans them for keywords and phrases. Their automated response may flag it to a human supervisor eventually but it's moot either way, as neither humans at the customer facing level or the robots below them have a clue what they're reading.

On some occasions we might receive an impressively fat ream of paperwork that's intended to convince us that it's the 'loan' validation, but hopefully by this point you know it isn't anything of the sort and is just photocopies of our transaction statements - the ones we've already had. All it really proves is that they have a printer and a record of how the transactions went. There's still no response to our questions though. It baffles me how they can think at this point, given that we are clearly onto them, that we'll accept a pile of receipts as validation for a properly executed business arrangement between two consenting

parties. No, the appropriate and expected response is silence from the bank, and that's because they literally cannot say anything without incriminating themselves.

The most common thing we hear next is that our account is being passed on to their collections team, which is not some 'elite' department in the bank but an external DCA who the bank engages to deal with the matter. They say that all future correspondence and payments should be addressed to them and not the bank. Hmmmmn, does that sound like they're offering assistance to help us with the issue?

Or that they're still in the game even?

Or is it more likely that they're getting close to their coveted insurance payout and couldn't care less about helping customers who might actually be in real financial difficulty?

You might at this point want to write back to the bank stating that they've ignored your letters and questions and now they've engaged these other guys instead of working with us (like they said they'd do) to get to the bottom of our concerns. This is very much them throwing their toys out of the pram and ignoring our letter, which outlines exactly what they're doing. I've even had a bank tell me that they didn't receive my letter despite my holding the postal receipt that a member of staff at the bank signed upon delivery.

And you'd think that their fraud department would want to know about dodgy activities within their organisation right? Well, no, sadly, it appears that they don't. The bank won't investigate any of this because at the highest levels they know exactly what they're doing and shut down any potential inquiry as their findings would open the biggest can of worms. Cats, once out, are extremely difficult to get back in the bag!

The bank is done with this account, and we find ourselves most definitely an ex-customer! They know they have to get rid of us quickly and the issue with our letter becomes a problem they don't want to deal with; in fact the account is considered closed at this point. They don't care (never did) and won't engage any further. (This is when we check our credit file for a default registry).

So the foundation of this method is to call their bluff.

Remember:

- a) There's no dispute as we already agreed to settle conditional on answers to our questions. So there's nothing they can present to a court for adjudication and,
- b) They don't want what they've done to be exposed in a courtroom, be entered onto the Public Record and become common knowledge.

It can't be emphasised enough; when the bank gets wind that we might know a thing or two about their methods, they want nothing more than to get away as fast as possible because it threatens their very existence.

Chapter Five

The DCA

Debt collectors have an ugly reputation and it's usually well deserved. Sadly for the DCA (Debt Collection Authority / Agency), but happily for us, after all their chest puffing and bluster they don't actually have any legal standing in the matter at all. But they will try every trick in the book to make something out of nothing whilst keeping their fingers crossed that we never find out a) what our rights are and b) what the law says regarding their actions.

The role of a DCA is to intimidate us like a playground bully, where he/she hopes we'll cave under their threats (and God forbid ever stand up to them) and capitulate in fear of what might happen to us if we don't co-operate.

DCA's buy bucket-loads of debt in the hope that they'll profit from chasing a 'debtor' down and corner them to pay the balance of the account – the amount it was closed at which is always greater than the amount the DCA acquired it for.

DCA's acquire bad debts for literally pennies on the pound and at this point in time their methods generally work more times than they don't – hence the proliferation of debt collectors!

In the vast majority of cases the general public are clueless as to what their rights are, and/or what a DCA can and cannot do, and most people usually surrender at the first hurdle. That surrender and cowering in the corner is largely due to the widespread belief that DCA's are some sort of looming official presence that commands an army of Judges, solicitors & menacing people backing them with which to 'enforce' our surrender.

Another fatal misunderstanding about them is that they can take our property if we fail to pay, which is just plain wrong! If anyone in an official capacity removes our property under some legislative process as punishment for

something then it's a reasonably safe proposition to assume that the item removed was never our property to begin with.

Here's a scenario that I was involved in:

About twenty years ago a friend called me up asking if I would come around and give him some moral support and see if I could do anything to stop things as he was expecting a bailiff in the morning to exercise a 'levy of goods' from his home for his failure to pay a council tax bill. When I arrived at the house there was a Police Officer talking with a big ugly brute that was standing across the open doorway and who attempted to block me from entering. I pushed past him and immediately saw another who was heading towards me with my friends' TV in his arms. A third guy – presumably the bailiff was standing in the living room with a clipboard making notes of all the things being taken out. My friend was sitting on the sofa literally shaking and looking extremely frightened. I sat with him and we smoked while these thugs proceeded to empty his home. My friend wasn't a wealthy guy – the exact opposite, and these items were all he had in the world.

I asked the bailiff if I could see his I.D. to which he unzipped his jacket and produced his lanyard. I noticed that nowhere on that card did it say bailiff so I said, "do you have an oath of office?"

"Don't need one" was his sharp reply.

"A bailiff doesn't need an oath of office?"

"Nope. I work for the courts."

"I see. But you are a bailiff?"

"I am. I work for the courts."

"So I presume you have a warrant for this execution today?"

He looked at me very sternly "I'll have it emailed to you."

"You didn't bring the warrant with you?"

"Don't need to."

I started to smell a rat.

“So you work for the court and claim you’re a bailiff but have nothing to identify you as a bailiff or an oath of office, and you don’t have a warrant with you?”

“Correct.”

He was clearly a man of words.

Finally the bruisers had taken pretty much all of my friends’ precious goods and loaded it into a van out the front. He was devastated as the ‘bailiff’ turned to him and handed over the clipboard stating that he had to sign and date it in the space at the bottom.

“Why does he have to sign it?” I asked.

“It’s to confirm that we have executed a levy of goods to pay the debt”, he said.

I saw their Achilles Heel immediately and jumped up saying, “Don’t sign anything!”

“He has to sign it”, the ‘bailiff’ said.

“One minute please” I said going outside to the Police Officer.

I pulled the Officer to one side out of earshot of the thug at the doorway and explained to him that I understood his presence there was to ensure there was no breach of the peace while these men conducted their work. He agreed and started waffling about something. I cut him off and asked if his duty extended to assisting as an accomplice in a crime that was being committed right in front of his eyes. At his confused look I explained that the man inside the house could not identify himself as a bailiff when asked (a legal requirement) and that he had failed to produce a warrant to the debtor showing any legal authority to conduct a levy of goods at these premises.

“I’m just here to keep the peace” was his response.

“Yes I understand that, but does that stretch to being an accomplice in the committing of a crime?”

He didn't know what to say and walked some distance away calling someone on his phone (why not use the Police radio?)

I went back inside the house and sat back down with my friend. Looking up at the 'bailiff' and handing his clipboard back I told him there would be no signature today on any paperwork he presented. His face dropped.

"He has to sign it. It's a legal requirement. He's obliged to by law."

"It's also a legal requirement that you identify yourself and produce relevant ID when asked" I said. "You must also provide an original warrant of execution with a wet signature of a Judge when asked. And you have failed on both counts."

"You think you're clever? Who the hell are you anyway? Are you a solicitor?"

"I'm nothing of the sort Sir and I'm also not obliged to tell you anything apart from that there will be no signature today."

He immediately walked to the door and shouted to the thugs who were both now in the van, to bring everything back to the house. The next half hour was magical. Even the alleged bailiff rolled his sleeves up and brought my friends' belonging back into the house. They cut off all the yellow tags and placed everything back where it had come from. They failed to reconnect the TV and PlayStation but I told them it was ok and that we could do it.

The Policeman mysteriously left before they had finished and in the end the three stooges wordlessly got into their empty van and drove off.

We never saw them again or found out who they actually were and I cursed myself for not taking a picture of the main guys' ID lanyard, but I was too excited that I'd figured out the ruse with his paperwork. If I were to guess I'd say they were nothing more than rogue debt collectors who hadn't a clue about the legalities surrounding warrants of execution and the requirement to identify oneself. Happily this is a rare occurrence these days.

If we sign their nonsense we're agreeing to their ruse. If we don't they're committing theft. It's that simple. The power of a living man's signature can stop an avalanche as well as moving mountains. We got so baked that afternoon.

The bottom line is that no one we don't know has any right to even contact us without our prior permission. It doesn't generally stop a DCA though as they forge ahead regardless and try to fabricate a relationship with us. They're hoping that they can intimidate us into acknowledging they have some kind of standing in our private business with the bank, or that we'll concede we owe them something, despite our having never heard of them before. Generally their choice and intensity of language immediately betrays their standing and they quickly overstep the legal line into threats and sabre-rattling. Legalities and rights never seem to deter them as they issue their demands in very direct language and if we don't know our rights and what they can & can't do – then we're fair game as far as they are concerned.

This mistake on their part however can be easily turned into our advantage if we do know our standing - in a similar way to the art of Aikido when the attackers' own bodyweight is used against him to win the fight. The DCA always present us with an opportunity to cross swords if we want to practice a little. We're actually doing a Public Service when we push back a DCA and it isn't too far off now when they will cease to exist.

Their paperwork looks very official and scary. The money that these guys have spent on psychology experts to make their letters look menacing must be eye-watering. It all looks very official and stern, and goes to some length to imply that we're a bad person and that the full weight of the legal system is hanging above our head ready to crash down and obliterate us. They're fishing for our fear and waffle about all of the ways this situation could impact our credit rating, financial standing and ability to obtain credit in the future blah, blah, blah. They might state that to ignore them may result in the matter being escalated to a visit by a 'doorstep collections officer' but they always say 'may' to protect themselves because legally no one is allowed to turn up at our address without a) an invitation or b) a warrant.

Only the Postman can stand on our doorstep without prior permission because they have 'Royal Assent' – the Monarch's permission to deliver mail to the 'post' - the 'post' being a military designation i.e. they were 'posted' to Afghanistan or Belize etc. 'Mail' has been sent to the 'post'. We now call mail 'post' through a deliberate manipulation of the language.

So there's absolutely NO need to be concerned about a 'doorstep' visit because if they do show up, firstly they're very stupid because they're breaking the law and

we have every right to call the Police and report a person making threats at our door, and secondly they'd be engaging in harassment which can easily be construed as 'threats with malices' - a very serious charge and in this case would be almost impossible to sidestep. A quick video capture on our phone of the encounter would more than do enough to endorse our future financial apology from them.

If we are unlucky enough to get a stupid one, then obviously we don't allow them into the property but talk to them through the door or a window – if we want to because remember there's no legal requirement to talk to any of these people if we'd rather not. In any case should they actually show up, their entire remit is to illicit fear of what might happen combined with a good dose of guilt. Sadly for them we're already standing in truth and honour so we just stay smugly calm and stand our ground confidently in the knowledge that they'll be coughing up a settlement for their actions. We don't allow them to fluster us and instead run the encounter at our pace. Doing that demonstrates that we are in control and that nothing that they say will upset our composure. By acting in this way we ensure it is a smooth, brief, and unproductive encounter for the stooge.

A bit more about this actually as this technique works just as well with any other encounter, be it stooges, governmental Muppets, Police(y) Officers or anyone else trying to claim authority over us that they cannot possibly have (unless of course we've committed an actual crime). We simply stand our ground nodding and smiling (hoping there's a sudden downpour) and politely explain that we have nothing to say to them at this point and that we don't answer questions - we ask them and if they have anything to say or a claim to make then to please put it in writing and to sign it properly and we'll deal with it later. The goon will very likely exhibit complete bafflement at this point and still try a couple more times to bait us into their game by spouting nonsense to infuriate us and trigger our ego to defend itself.

Always remember this: these goons are trained to push our buttons and evoke our indignant knee-jerk response. If we bite, they win - and we lose. So we use a bit of self-discipline and ignore it no matter how much we want to slam them with facts. (It takes a bit of practice I can tell you). We always win this battle in the end anyway so it's best to play things cool. We get their name as soon as possible as it'll be useful if they ever manage to leverage this rubbish into a courtroom. We show them we're writing it down (because this off-balances them too). Filming the encounter is the best strategy as their upcoming big feature on

YouTube strikes the fear of God into them and weirdly trips their psycho button if they happen to be a little cross-wired (which most authoritarian figures are). Watch how their demeanour changes when the camera starts recording. If there's anything even slightly dodgy about their actions we see their programming crash immediately and very publicly.

Last point on the doorstep visit threat and please don't think there's all of this information because it happens regularly because it doesn't. We need to be prepped just in case they think they're above the law (which obviously no one is). As far as the DCA is concerned their entire remit is to get us into contract with them somehow and they try everything in their toolbox to get us to acknowledge we owe them something, which hopefully by this point you know that you don't. So IF it happens don't engage their questions. We do all of our business via paperwork, which as stated before, creates a paper trail of who said what, and when.

After a couple of letters the next part of the DCA's attempts to get us tied up is phone calls. This is the easiest part to deal with and is a wonderful place to start training ourselves to handle a bit of pressure. Most (all) people in my experience are mortally afraid of the DCA's phone calls (this ties back to the guilt phenomenon mentioned earlier). Don't be afraid of sparring with them but also don't forget that they are people and are just doing a job. They're also victims of this system too so avoid getting personal. I love their calls and wherever I can I like to try and teach them something about what they're involved in and that it could potentially drag them into a world of court proceedings if they aren't careful. The DCA always makes calls because it's obviously the cheapest way to intimidate someone and is very personal. The scenario is always the same and involves DCA asking "Is that..." they always say our full name including the prefix Mr or Mrs because the system requires them to. They are also required to disclose their identity in the first instance but never do. We will only ever get their first name – does that sound like someone that is hiding behind the protection of a corporate identity?

This is an exact transcript of a call made to me by a DCA who had bought a debt from American Express:

DCA: Hello is that Mister Paul Yates?

Me: That depends entirely on who is asking.

DCA: Ah ok sorry. My name is Tom and I'm calling from so and so limited. They often do not disclose that they're a DCA – let's assume this is oversight rather than deliberate omission.

Me: Is that a Debt Collector?

DCA: We are acting on the behalf of so and so bank.

Me: So you aren't actually the bank?

DCA: No Sir, we're so and so, calling on behalf of the bank.

Me: So you're a debt collector?

DCA: Yes Sir, we're a debt collection agency.

Me: Ok, so why has it taken this long to confirm that?

DCA: (after a second of silence) I don't know Sir.

Me: Ok, and what is this call regarding?

DCA: Well Mister Yates (Tom hasn't yet established that I am Mister Yates) we first need to go through security before I can discuss anything with you.

Me: Ok and what does that entail?

DCA: Well I first have to advise you that our call is being recorded for security and training purposes is that ok?

Me: That's fine yes, I was just about to inform you that I also have that same policy and that YOU are also being recorded.

DCA: Ok Mister Yates (still not verified that he's talking to Mister Yates) we have to verify you are the account holder before we can discuss anything so there's a series of security questions to verify your identity.

Me: Ok. And assuming that I proceed to entertain your verification process what can you offer that will confirm to ME that you are in fact who you say YOU are?

DCA: I don't know what you mean.

Me: Well you said you'd like to verify MY identity by taking me through some security questions. I'm now asking what you would like to do to evidence YOUR identity to me.

DCA: Well Sir I'm not sure what I can say. Shall I take it that you're NOT prepared to proceed with our security checks?

Me: Not at all. I'm more than happy to take your quiz. It sounds like fun. But I asked how YOU intend to verify yourself.

DCA: Well Sir you could call us back on the number on one of the letters we sent.

Me: Why would I want to do that?

DCA: So that we can discuss your account.

Me: Which account is that?

DCA: I'm sorry Sir I can't discuss that until we've cleared security.

Me: So you're claiming that I have an account with you?

DCA: Yes Sir I am, and you do.

Me: And yet I have no recollection of ever having any business relationship with so and so debt collections.

DCA: Yes Sir.

Me: What?

DCA: I'm sorry Sir I don't understand.

Me: What would you like to do?

DCA: I'd like to progress you through our security checks Sir so that we can discuss your account.

Me: I'm afraid I can't do that just yet because I don't know who you are.

DCA: Sir I just told you who I am.

Me: Why would I accept that? Are you prepared to give me your full name, address and postcode?

DCA: No Sir I'm not permitted to do that.

Me: Well that's not starting on a very good footing is it? You want to know all of my details but refuse to disclose your own.

DCA: That's our policy Sir. We aren't allowed to give out our details due to data protection.

Me: But you're expecting ME to do it. Are you aware of the bias you're exhibiting right now?

DCA: I am Sir yes.

Me: That's not a very fair way to do business with your alleged customers is it? You don't seem to want to verify yourself to me unless I make a call to your office.

DCA: Yes Sir.

Me: But why would I do that when you called me and I am here already talking to you?

DCA: Sir I can see that we're getting nowhere here.

Me: Precisely.

DCA: I'll make a note on the account that you refused the security check.

Me: Ah no you won't do that because I haven't refused the security check. I'm simply trying to establish who is calling me before giving my details. You clearly know how tight things have become these days with data protection.

DCA: Yes Sir. (By this point Tom is deflating rapidly).

Me: So what would you like to do?

DCA: I don't know Sir perhaps we can write to you.

Me: Yes that's probably the best idea. Do you have my address?

DCA: Yes Sir.

Me: Ok read it back to me.

DCA: (he does).

Me: Yes that's my address where did you obtain that?

DCA: Sir I'm not permitted to disclose that information.

Me: I understand. Tom do you realise you've just broken the data protection law by quoting a private address to me without first establishing my identity?

DCA: (Sighs loudly)

Me: Are we done? Or is there more you'd like to not discuss?

DCA: NO that's fine Sir we'll get a letter off first thing in the morning.

Me: That's great I'm looking forwards to receiving it. Before you go Tom can I ask that you remove my name from your calling list as it'll never go anywhere if you continually fail to verify your identity when calling and it could be construed as harassment.

DCA: Yes Sir that's not a problem I'll remove you from the call list immediately.

Me: Great thanks. I'd hate to have to report you.

DCA: Thank you Mister Yates, have a nice day.

Me: Wait, Tom!

DCA: Yes Sir?

Me: You haven't yet verified that I'm Mister Yates.

Click.

That's more or less the way these calls go every time. Once you start asking questions their front quickly evaporates. Some calls are easier than others and you can spot the seasoned ones quickly as they can't be bothered with the dialogue and just hang up. I could literally play with them all day and often run a call with them for a good half hour. Again, please bear in mind that they are people with lives. They're just doing a job - albeit without the tools required for the outcome they're hoping for. I can usually turn the conversation around and get most of them to see their hopeless predicament and have some fun. If they do actually use these calls for training I'd love to be a fly on the wall as there's absolutely nowhere they can go with it whilst trying to maintain 'professional discretion' for their call centre staff.

A few days later the letter arrives and it's no different to the ones they already sent aside from the top line stating they'd tried unsuccessfully to progress me through their security checks. I generally ignore all communications from DCA's that do not include or that I have not been notified of as including a Notice of Assignment.

Without one they have nothing – with, they only have a more expensive uncollectable debt.

I'll say that again to drive it home. I never respond to DCA's that are operating without a NOA as they have no cards to play and I'm not legally required to acknowledge them. They can fluff their feathers all they want but there's literally nothing behind it. We can respond to their letters if we want and it is good practice but nothing will come of it other than the debt being quickly sold on again. The next guys might cough up for a Notice of Assignment to give them a better chance...who knows?

So to deal with DCA's we use the same process as with the bank, assuming we can be bothered. Either way it's sport and pretty much all of them can be ignored out of existence. It costs them time, resources and wages to get those letters out for our kindling.

As with anything commercial we must always be the grown up in the situation and deal with our matters appropriately and in a timely fashion. So in the event they do produce a NOA we proceed exactly the same way as with the bank except that the beginning of our letter invites them to prove their legal standing in the matter (as an interloper this is impossible).

They're very quick to reveal their position by a progressive tone & thinly veiled threats in their correspondence. Whichever way it goes they are required, the same as with court cases, to provide full disclosure and that includes:

- How much the debt was bought for.
- Who it was bought from.
- Who is the first-hand material witness in the matter?
- What due diligence they have conducted to verify that the debt is legal.
- That they are in possession of the redemption note - our Security Instrument.
- Their legal relationship with us as someone they claim owes them something.
- The legal contract with them that demands our performance.
- Legal terms and conditions of said contract.

The First DCA letter (Assuming there is a valid Notice of Assignment).

This is similar in many ways to the bank letters. There is again NO dispute because that would give foundation for a disagreement & court action. We aren't disputing, we just require their validation of the debt.

We require their proofs for the following:

That they have any legitimate business with us.

That they have a legal contract with us - and to please supply a copy.

That they lent us something.

That they possess the original unmarked Security Instrument that we will be redeeming.

That they validate the alleged loan.

That they verify the original alleged loan hasn't been settled in full by the bank's insurance policy.

That they provide the name of the person who conducted due diligence in this matter.

That their buying of the loan from the bank didn't settle and close the original alleged debt.

That they contacted us prior to settling and closing our alleged debt with the bank to ensure that we would now pay them instead of the bank.

See where this is going? We're establishing through our questions that the DCA has zero standing in the matter. And when they get our letter it WILL be read by human eyes and passed immediately to the CEO. The CEO will know 100% immediately that this account is a problem. They will know that they weren't there at the onset of this alleged contract and have absolutely no idea of the intricate details of the situation and therefore have nothing to bring to the fight. They usually respond within 5 to 10 days, much faster than the bank and they, like the bank might also produce all of our transaction statements verifying that they too have a printer. They might also produce a bad copy of the original Agreement showing our signature but remember, this is only a copy. We would never accept a Chinese copy of our Rolex being handed back from the Pawnbrokers would we? So their efforts are pointless and unacceptable. It also stands as prima facie evidence i.e. it proves to us that the bank had our Security at one point but haven't forwarded it to the DCA! They might also include a copy of the Assignment Notice for good measure (if they have one) and they'll be hoping that we accept all of this as proof of their 'legitimate' and legal right to pursue us for an alleged debt. It's almost laughable once you see it. There is no attempt made to answer our questions or if there is it is so vague that it could hardly be construed as a response to anything let alone a very precise and detailed request for evidence of their business with us.

Our second letter to the DCA thanks them for demonstrating their printing capabilities and kindly bolstering our kindling supplies whilst also restating all of the questions from our first letter. Did they overlook them? If so here they are again for the avoidance of error. Again we state no dispute but we can now add that we are growing even more concerned that a fraud is operating here by their unwillingness like the banks', to respond appropriately. If we get lucky we might get a lawyer or law firm partner's letter on the next round which is fantastic, but they will also demonstrate they have nothing of substance. The point of our letters is that we already conditionally agreed to pay the bank upon their proofs

of claim but they declined and did the very dishonourable thing of binning the account and ignoring us. So the situation was already in dishonour long before the DCA got hold of the account. And guess what? The same situation endures with the DCA. They have nothing they can take to the courts to argue that we're not paying them. We already offered to pay subject their appropriate response and failing that response it is they just like the bank, that are preventing payment, not us.

These guys get angry so quickly (you can always tell where the money goes) and it's a sure sign that things are getting critically desperate in their camp. Again it's all case building if they ever want to cross swords in the courtroom. They often try to baffle us with lawyer-speak and make reference to what we are risking by not paying them: legal action, credit file entries, county court judgements etc. It's ALL fear tactics with no basis in fact and the more they rant, the more they're telling us they have nothing other than empty threats.

The third letter then is directed at the partner / lawyer and restates the questions for a third time. We can add a few more at this stage (get creative). We stand our ground throughout the entire process. It's a powerful strategy and no matter how much they thrash about they cannot manoeuvre around it.

It is our absolute right to ask questions of anyone we know nothing about that tries to shake us down for money. If either banks or DCA's had a genuine and legal claim it would be a simple matter to demonstrate it by answering our questions in full or by immediately engaging the court to compel us to pay. By staying on point and not moving an inch we flush them out and they visibly fall apart. They have been given their instructions for receiving payment and it's their call now.

If any of them are stupid enough to register a case with the courts, they will be heavily penalised for bringing a trivial matter to the court (a case without supporting evidence) and without attempting to resolve it in the private first and wasting the courts time. How does that look on the day?

Judge: So you've brought a matter before this court and have failed to provide any supporting evidence. You have no evidence of contract, no validation of the loan, and no one present in this court with any first-hand knowledge of the matter. You fail to present evidence of any relationship with your alleged client except for a bunch of demand letters to which you received perfectly reasonable

responses that required you to verify your claim, which you subsequently failed to do. And now you bring it before me for adjudication. Are you idiots?

These people aren't idiots: on the contrary they're very smart and expertly good at delivering threats. But they do not understand contract law very well or the need for evidence to support their claims in a court of administration.

Chapter Six

Templates

In this chapter of templates I first want to reiterate that WE are not the guilty party in any of this. There is nothing criminal or underhand about our involvement in any of this process. It is we that have been duped into a dodgy deal from the outset and this is usually the biggest hurdle for those new to this information to process. It's all very cognitively dissonant and uncomfortable in the early stages – a sure sign that we've been effectively programmed. We were conditioned from an early age to think that we understand the basics of how the banking industry works and that gave us, as well as many of those that actually work in these businesses, a false fix on what is really going on. Our parents, teachers, mentors, and pretty much everyone we encounter, understands (or thinks they understand) how it all works, and then pass down this faulty knowledge and on it goes through the generations. And that's just so handy for the banks isn't it?

So we go to the exquisitely dressed stone building, cap-in-hand, to get our first loan or finance, or credit card to help us along our journey, and the bank purposely omits large amounts of critical information and encourages us to think exactly what they want us to think, which is that they're so generous, that they'll lend us something. It's a nice circular process for them.

But wait. To blindly accept something – anything, on the face of it is absolute folly isn't it? Well of course it is, but this is different. The banks are the establishment. The high ground of morality. They're built on solid ethical foundations and we should be able to trust them unquestionably. Beyond reproach right?

NO! Is the very simple and unequivocal answer to that and by this stage it should be self-evident that they are greedy, self-serving entities that exist purely to make money at our expense. There's a quote by William Paley in his work 'A View of the Evidences of Christianity' (1794) that goes "Contempt prior to investigation is what enslaves a mind to ignorance". I would add to that, that blind faith in the absence of knowledge enslaves a society to its' masters. And you can quote me on that.

So to get back on track, we can swerve the payments on a loan, credit or store card and have the account dismantled because of the very serious facts of the matter which are, that the bank lied to us from the outset.

There's actually quite a list that they didn't tell us:

They omitted to inform us that we'd created a Security Instrument of high value.

They omitted to disclose that they used our property to fatten their profits.

They omitted to inform us they'd performed a credit swap thereby producing a scenario where we funded our own credit.

They knowingly expanded our belief that they'd lent us something.

They sold our property (our security instrument) and kept the profits.

They omitted to inform us that they insured the 'debt' against our ability to repay.

They executed the whole deal in full knowledge of their conflict of interests.

They charged us interest on our own money.

In the wider picture the same rules are applied to any form of so-called lending such as mortgages and in fact anything 'official' that requires our signature on a document. It's a reasonably safe bet that the document has been charged with value and will ultimately be sold at some point.

We mustn't berate ourselves for not knowing any of this, as it's been a very closely guarded secret for a very long time and well, why would anyone suspect

the foundations of our society to be unsound? It's not like there's any evidence of bankers being dishonest is there? Best to just relish in our new education that the system doesn't operate the way we thought it did and be comforted that we're now tooled up to correct the matter. (Read: use it to our benefit for a change.)

A correction must happen for us to stay in honour while the system around us is sinking under its own lies. The more people that perform this correction will quickly be enough to let the banks know that we're onto them and that we know the system was rigged against us from the outset. Will it survive without changing for another 20 years? Doubtful. Ten years is generous. Banks are going to have to rethink their practice and completely rewrite their policies if they are to be trusted in the future. It won't take them too long to figure out a new hustle moving forwards IF they survive the next few years. The icing on the cake in all of this is that if there were any doubt to the validity of the information in this book - would this plan work as well as it does? Would we continually see 'lenders' and debt collectors capitulating to our precise correspondence? Would they drag their feet for 90 days if we really owed them money? And finally, if they had a legitimate case and had a bona fide claim of loss, would they avoid court action as strenuously as they do?

It's always easier to stay within the boundaries of a fluffy lie than the hard uncomfortable truth but when the lies and deceit have caused so much degradation to the human spirit (in order to line the pockets of relatively so few) then, when the veil does eventually lift we will watch with interest as the inevitable schism appears in the collective mind of humanity. It is a difficult and painful shift to accept that this is the way the system has worked for hundreds of years (despite banking laws telling us this is how it has worked for hundreds of years) because accepting a well established story is always easier than facing the cold hard truth that we've been duped (again), but don't worry, it was meant to be difficult if not impossible to grasp. Onwards and ...sideways.

These templates are to get us started. To give a feel for what needs to be addressed as the main focus, as opposed to the points we should ignore as being superfluous to the mission. The templates are for 'imagineering' to your own specs. Change them, add to them, play around with them, but always keep them factual and to the point. Banging on about interest charges changing, payment holidays being overlooked and/or not granted and the other myriad little details (like their failure to respond) are entirely MOOT and mostly unhelpful to our mission. If you get distracted by the inconsequential theatre of it (as they hope

you will), you'll have a difficult time of focusing on the real issue. It's simple really - everything pertaining to the way the account functions after the agreement was signed, isn't relevant to our cause.

The very first thing that happened in this process, which was us giving them the money, first, is the kernel to this process.

We're building a case here and it's unrealistic to expect that our superbly crafted and hugely devastating first letter will force the banksters to 'fess up and cower before us in just one hit, and then grudgingly make their corrections to remedy the matter. The banks are nothing but devious little shits, and we must make our paper trail clear and unequivocally damning, to force their capitulation.

So it's the case we're focused on because it the slow and sure path to get the result we want. I always write my letters with the expectation that one day a Judge may be reading them, who needs to know ONLY the meat of the issue in order to make a determination, so keep them factual and as brief as possible. It is obvious, but I'm going to restate this anyway (because you never know...) This process will do absolutely NOTHING at all if we continue to pay the monthly instalments while sending out our letters! If we start banging the drums about our concerns of fraud but continue to service the debt, they will a) literally think we're insane, and b) have precisely ZERO inclination to take the points we are making seriously. We need to hurt them to get their attention and nothing works better with banksters than stopping their blood flow.

Their interest charges, late payment fees, threatened court costs, fees for this, that and the other are completely irrelevant and should be ignored as we won't be paying them another penny until they prove why we should. It's the same with a payment holiday or an offer to reduce the monthly payments until they've investigated our issues. These are all carrot-dangling techniques to get you back onside to maintain their needed circulation. Don't do it.

These templates are my work. They have, and are being used to drive results. They may seem simple but that's because they are – very, but they've taken about ten years to get right and the precision in the wording is critical. If I've signed off by using 'with Prejudice' or 'with full prejudice' it's not because I'm being mean, it's because it means something important. Saying 'without prejudice' means that we aren't serious about anything we've said and that we admit we have no case to stand on. It's a legal thing and demonstrates

essentially, that we have full conviction of our words. Many people write as they speak - in clichés, without ever really knowing what their words mean. The intent is there but a linguist or someone whose first language isn't English will often struggle with cliché-speak until they absorb the language fully so avoid that in this arena. Precise communication is paramount in this business. Even the word 'understand' means something completely different in legal terms so we need to be precise, simple and forthright in our correspondence.

When crafting letters from these templates stick to the meat of the issue and avoid complicated words and sentences for the sake of sounding clever. It simply does not work to use words we don't fully comprehend. We don't even need to use any fancy language or pseudo-lawyer speak - just keep it simple enough for anyone to understand and we'll absolutely hammer the point home.

I used to say in my letters that all words used by me are defined by MY comprehension of them in common parlance and not the legalese language used by the law society, and if required I could send them a key to the words used (for a fee of course), but I stopped doing that because quite obviously ALL of the words I use are as I define them, and that's just a natural situation so use the templates as guidelines and feel free to adjust them to your parlance as you see fit – but stay within the mission parameters and don't ever use slang no matter how tempting it is. Like everything, you will get better the more you do it.

ALL of our correspondence MUST be sent first class recorded or signed for as it is now known in England, currently about £2.20 for a two to three page letter in a DL envelope, and file the receipt with all of the correspondence relating to that case. Recorded delivery removes their ability to say 'we didn't receive any paperwork'. (I have experienced it despite their having signed for it!) I use file dividers for each case and it keeps the documents (and the mind) tidy, which is especially useful given their propensity to dawdle and try to confuse the matter. It provides a simple go-to reference to immediately refresh your thoughts on the status of the case.

We can respond to the address given at the foot of their letters but this is usually a PO Box and as such doesn't necessarily have anyone to receive and sign for the letter. It's always better to get on company data sites and find the current CEO of the company for our contact. These company information sites always give the registered address and it's usually a different one to the standard customer contact address. We want the registered head office - nothing else will

do as far as we're concerned. Going straight to the top is always the best policy but as far as the banks are concerned, in this instance it's almost always a fail as the letter is screened several times through the 'grunt' departments and will be unlikely to get to the head honcho. This complacency once again is actually to our benefit because if a Judge ever reads this correspondence, they can see that we weren't messing around – the bank were, and it's another mark down for them for not ensuring a letter of this importance arrives safely and in expedite fashion to it's intended recipient. We aim for the top because that's where the ultimate liability for the bank rests and it isn't our fault that bank staff elected to prevaricate and not get this important communication to the right person.

This is the first letter once you've received TWO reminders.

Your Reference: #####

Monday 18th May 2020

Credit card ending **** Balance £1,605.00 Amount Due £46.07

Dear Sirs,

I have several issues that need your urgent clarification as I undertake due-diligence and verification of this alleged debt.

Please respond to this letter under Regulatory Framework and Statutory Duty to avoid complications and/or misrepresentation.

I draw your attention to the following quotes and their authors:

1. "When banks extend loans to their customers, they create money by crediting their customers' accounts." Sir Mervyn King- Governor of the Bank of England.
2. "Each and every time a bank makes a loan, new bank credit is created — new deposits — brand new money." Graham F. Towers, Governor, Bank of Canada 1934-54.
3. "The financial crisis of 2007/08 occurred because we failed to constrain the private financial system's creation of private credit and money." Lord Adair Turner, Chairman FSA.
4. "The bank hath benefit of interest on all moneys which it creates out of nothing". William Patterson, founder of the Bank of England in 1694.
5. "The modern banking system manufactures money out of nothing. The process is, perhaps, the most astounding piece of sleight of hand that was ever invented. Banks can in fact inflate, mint and un-mint the modern ledger-entry currency". Major L L B Angus.
6. "I am afraid the ordinary citizen will not like to be told that the banks can and do create money. And they who control the credit of the nation direct the policy of Governments and hold in the hollow of their hand the destiny of the people." Reginald McKenna Chairman of the Midland Bank 1924.
7. "The banks do create money. They have been doing it for a long time, but they didn't realise it, and they did not admit it. Very few did. You will find it in all sorts of documents, financial textbooks, etc. But in the intervening years, and we must be perfectly frank about these things, there has been a development of thought, until today I doubt very much whether you would get many prominent bankers to attempt to deny that banks create it." H W White, Chairman of the Associated Banks of New Zealand, and the New Zealand Monetary Commission 1955.
8. "Banks lend by creating credit. They create the means of payment out of nothing." Ralph M Hawtry, former Secretary to the Treasury.
9. "It had been justly stated by a British writer that the power to make a small piece of paper, not worth one cent, by the inscribing of a few names, to be worth a thousand dollars, was a power too high to be entrusted to the hands of mortal man. John C. Calhoun, speech, U.S. Senate, Dec. 29, 1841.

10. "Failure by a lender to observe strictly the intricate requirements of the Act can lead to a loan being completely unenforceable with no right of restitution or other form of relief." Lord Justice Clarke - 2002

If you would be so kind as to confirm or deny the validity of these statements it would help the situation immeasurably.

I now draw your attention to the following statements and subsequent questions for your consideration:

Under The Consumer Credit Act 1974, (c.39), S.189, it would appear that I have deposited a Security Instrument with ***** bank.

("Security", in relation to an actual or prospective consumer credit agreement or consumer hire agreement, or any linked transaction, means a mortgage, charge, pledge, bond, debenture, indemnity, guarantee, bill, note or other right provided by the debtor or hirer, or at his request (express or implied), to secure the carrying out of the obligations of the debtor or hirer under the agreement;)

Stroud's Judicial Dictionary, Fifth Edition 1986, Published by Sweet and Maxwell defines the following:

"SECURITY",

(1) A "security", speaking generally, is anything that makes the money more assured in its payment or more readily recoverable...

2) Thus, bank notes, bills of exchange, promissory notes, and cheques, are "Securities" (Byles (29th ed)). See further *Brown v Inland Revenue Commissioners* [1895] 2 Q.B. 598, cited

Lord Denning MR stated in *Fielding & Platt Ltd v Selim Najjar* [1969] 1 W.L.R. 357 at 361; [1969] 2 All E.R. 150 at 152, CA (Court of Appeal) "...we have repeatedly said in this court that a bill of exchange or a promissory note is to be treated as cash. It is to be honoured unless there is some good reason to the contrary"

And now my questions;

1. Can you confirm or deny that I have deposited a Security Instrument

with ***** bank?

2. Can you confirm or deny that you are in possession of an original unmarked Security Instrument bearing my signature?
3. Can you confirm who the owner of said Security Instrument or Promissory Note is?
4. Can you confirm if the Security Instrument or Promissory Note has a cash value?
5. Can you confirm or deny that it is ***** bank policy, that upon receipt of a properly completed Credit Agreement that it becomes a Security Instrument and is entered into ***** banks' ledger as an ASSET with a cash value to the bank?
6. Can you confirm or deny that this Security Instrument then becomes the property of the bank under commercial lien rules?
7. Can you confirm or deny that said deposit of a Security Instrument onto ***** banks' ledger by a 'borrower' is then used to fund the credit facility?
8. Can you demonstrate exactly where in the Credit Agreement it is disclosed that the said deposit of a Security Instrument onto ***** banks' ledger by a 'borrower' is used to fund the credit facility?
9. Can you confirm or deny that if I were to deposit £10,000 to ***** bank in the form of a Security Instrument, and then ***** bank issued a credit facility for £10,000, that ***** bank would have actually lent me anything or that I had borrowed anything?
10. Can you confirm or deny that it is regulatory banking policy for the 'lender' to return the Security or 'Note' to the 'borrower' upon re-payment or 'redemption' of the alleged loan?
11. Can you confirm or deny that I have been making regular payments to ***** bank to 'service the debt'?
12. Can you confirm or deny that ***** bank is prohibited under banking

practices to issue cash backed credit that belongs to depositors of ***** bank?

13. Can you confirm or deny that ***** bank received my Security Instrument as actual cash value and then issued a credit card or bank 'loan' with the same cash value, thereby returning the cash value to me, and proceeded to describe this as a 'loan' or 'credit facility' made to me by ***** bank with the implication that ***** bank had lent me something?

14. Can you confirm or deny that ***** bank has and is charging me interest on this 'alleged' loan?

15. Can you demonstrate where ***** bank obtained written permission to transfer cash value from me to ***** bank and keep it – for free?

16. Can ***** bank demonstrate accounting showing a material monetary loss arising from our alleged Agreement?

17. Can ***** bank provide the name of the person with first hand material knowledge and facts of this account?

There is no dispute in this matter as I am simply conducting an audit for my accounting purposes. I am happy to settle and close this account for redemption of my Security Instrument once my questions have been answered to my satisfaction and the 'loan' verified.

Many thanks for your co-operation

Regards

This first letter usually generates no response and they'll likely just resend the initial letter with a basic repeat of what they've already said, informing us that our account is in arrears and that they can assist with managing those arrears or that they can help us. This process is 100% automated so don't get hung up about them ignoring you.

Here is the second letter.

Your Reference: #####

Monday 22nd June 2020

Credit card ending **** Balance £1,636.09 Amount Due £95.28

Dear Sirs,

I am in receipt of your letter dated ***** thank you.

It seems you have elected to ignore my letter to you on Monday 18th May 2020, and I understand that this is likely a delaying tactic on your part to get this account to the 90 day marker in delinquency, as that's the point at which your insurance policy activates, isn't it?

In your recent letter you state "WE CAN HELP YOU MANAGE THE ARREARS ON YOUR ACCOUNT". Please then, demonstrate that claim by responding to my letter of enquiry. Here it is again, for the avoidance of any doubt.

I have several issues that need your urgent clarification as I undertake due-diligence and verification of this alleged debt.

Please respond to this letter under the Regulatory Framework and Statutory Duty to avoid complications and/or misrepresentation.

I draw your attention to the following quotes and their authors:

"When banks extend loans to their customers, they create money by crediting their customers' accounts." Sir Mervyn King- Governor of the Bank of England.

"Each and every time a bank makes a loan, new bank credit is created — new

deposits — brand new money." Graham F. Towers, Governor, Bank of Canada 1934-54.

"The financial crisis of 2007/08 occurred because we failed to constrain the private financial system's creation of private credit and money." - Lord Adair Turner, Chairman FSA.

"The bank hath benefit of interest on all moneys which it creates out of nothing". William Patterson, founder of the Bank of England in 1694.

"The modern banking system manufactures money out of nothing. The process is, perhaps, the most astounding piece of sleight of hand that was ever invented. Banks can in fact inflate, mint and un-mint the modern ledger-entry currency". Major L L B Angus.

"I am afraid the ordinary citizen will not like to be told that the banks can and do create money. And they who control the credit of the nation direct the policy of Governments and hold in the hollow of their hand the destiny of the people." Reginald McKenna Chairman of the Midland Bank 1924.

"The banks do create money. They have been doing it for a long time, but they didn't realise it, and they did not admit it. Very few did. You will find it in all sorts of documents, financial textbooks, etc. But in the intervening years, and we must be perfectly frank about these things, there has been a development of thought, until today I doubt very much whether you would get many prominent bankers to attempt to deny that banks create it." H W White, Chairman of the Associated Banks of New Zealand, and the New Zealand Monetary Commission 1955.

"Banks lend by creating credit. They create the means of payment out of nothing." Ralph M Hawtry, former Secretary to the Treasury.

"It had been justly stated by a British writer that the power to make a small piece of paper, not worth one cent, by the inscribing of a few names, to be worth a thousand dollars, was a power too high to be entrusted to the hands of mortal man. John C. Calhoun, speech, U.S. Senate, Dec. 29, 1841.

"Failure by a lender to observe strictly the intricate requirements of the Act can lead to a loan being completely unenforceable with no right of restitution or other form of relief." Lord Justice Clarke – 2002.

If you would be so kind as to confirm or deny the truth in these statements it would help the situation immeasurably.

I now draw your attention to the following statements and subsequent questions for your consideration:

Under The Consumer Credit Act 1974, (c.39), S.189, it would appear that I have deposited a Security Instrument with ***** bank.

(“Security”, in relation to an actual or prospective consumer credit agreement or consumer hire agreement, or any linked transaction, means a mortgage, charge, pledge, bond, debenture,

indemnity, guarantee, bill, note or other right provided by the debtor or hirer, or at his request (express or implied), to secure the carrying out of the obligations of the debtor or hirer under the agreement;)

Stroud's Judicial Dictionary, Fifth Edition 1986, Published by Sweet and Maxwell defines the following:

“SECURITY”,

(1) A “security”, speaking generally, is anything that makes the money more assured in its payment or more readily recoverable.

(2) Thus, bank notes, bills of exchange, promissory notes, and cheques, are “securities” (Byles (29th ed)). See further *Brown v Inland Revenue Commissioners* [1895] 2 Q.B. 598, cited

Lord Denning MR stated in *Fielding & Platt Ltd v Selim Najjar* [1969] 1 W.L.R. 357 at 361; [1969] 2 All E.R. 150 at 152, CA (Court of Appeal) “...we have repeatedly said in this court that a bill of exchange or a promissory note is to be treated as cash. It is to be honoured unless there is some good reason to the contrary”

And now my questions;

1. Can you confirm or deny that I have deposited a Security Instrument with ***** bank?

2. Can you confirm or deny that you are in possession of an original unmarked Security Instrument bearing my signature?
3. Can you confirm who the owner of said Security Instrument or Promissory Note is?
4. Can you confirm if the Security Instrument or Promissory Note has a cash value?
5. Can you confirm or deny that it is ***** bank policy, that upon receipt of a properly completed Credit Agreement that it becomes a Security Instrument and is entered into ***** banks' ledger as an ASSET with a cash value to the bank?
6. Can you confirm or deny that this Security Instrument then becomes the property of the bank under commercial lien rules?
7. Can you confirm or deny that said deposit of a Security Instrument onto ***** banks' ledger by a 'borrower' is then used to fund the credit facility?
8. Can you demonstrate exactly where in the Credit Agreement it is disclosed that the said deposit of a Security Instrument onto ***** banks' ledger by a 'borrower' is used to fund the credit facility?
9. Can you confirm or deny that if I were to deposit £10,000 to ***** bank in the form of a Security Instrument, and then ***** bank issued a credit facility for £10,000, that ***** bank would have actually lent me anything or that I had borrowed anything?
10. Can you confirm or deny that it is regulatory banking policy for the 'lender' to return the Security or 'Note' to the 'borrower' upon re-payment or 'redemption' of the alleged loan?
11. Can you confirm or deny that I have been making regular payments to ***** bank to 'service the debt'?
12. Can you confirm or deny that ***** bank is prohibited under banking practices to issue cash backed credit that belongs to depositors of ***** bank?

13. Can you confirm or deny that ***** bank received my Security Instrument as actual cash value and then issued a credit card or bank 'loan' with the same cash value, thereby returning the cash value to me, and proceeded to describe this as a 'loan' or 'credit facility' made to me by ***** bank with the implication that ***** bank had lent me something?

14. Can you confirm or deny that ***** bank has and is charging me interest on this 'alleged' loan?

15. Can you demonstrate where ***** bank obtained written permission to transfer cash value from me to ***** bank and keep it – for free?

16. Can ***** bank demonstrate accounting showing a material monetary loss arising from our alleged Agreement?

17. Can ***** bank provide the name of the person with first-hand material knowledge and facts of this account?

There is no dispute in this matter as I am simply conducting an audit for my accounting purposes. I am happy to settle and close this account for redemption of my Security Instrument once my questions have been answered to my satisfaction and the 'loan' verified.

Many thanks for your co-operation

Regards

There will again be no response in substance. We might receive a ream of paper for the fireplace but there will be nothing that confirms we've actually got them cornered. We can fully expect to receive a continuation of their demands and a slight chance of a letter containing pure waffle in the coming weeks, attempting to swerve the questions and instead focus entirely on how serious the 'arrears' are becoming (upping the fear) and how they can help us bring the account up to date otherwise this matter could damage our financial status with the credit files

companies.

My response to that is sending the third version of this letter re-re-stating my questions. It's the same letter for the third time sticking to the point and not deviating an inch. In most cases following quickly behind that will be the DCA introducing themselves, informing us that our account has been 'passed to them for collection' and that they have been 'instructed by the bank' to collect on this account and that we 'must now pay them instead' blah blah blah.

When responding to the DCA, the letter must be mailed using first class recorded and again, same as with the bank, it's practical to Google the collections company and get a proper head office address instead of a PO Box, and get the name of the CEO. Finding the CEO may be more difficult and usually involves a quick search at Companies House in the UK or Dun & Bradstreet in the US . Or search for the company registration database in your country. These databases give all kinds of data including directors, secretaries and who's served for how long etc.

This is the DCA letter.

Your Reference: #####

Monday 43rd October 2035

Credit card ending **** Balance £1,636.09

Dear Sirs,

I am in receipt of your letter dated 13 June 2020, thank you.

Please read the following letter carefully before responding. The reason is simple. I am offering conditional agreement to settle this alleged debt.

This means you no longer have any recourse to a court of law in this matter because there is no controversy upon which it could adjudicate. You can attempt to force this matter into a court if you wish but will likely be told that it is perfectly legal for me to request proper foundation for your claims. You will also undoubtedly be penalised for wasting the court's time.

You have made allegations and demands that I owe you money and I now require proof-of-claim before accepting your assertions.

I seek clarification of your letter that I may act accordingly.

I conditionally accept your offer that I owe £1,636.09 for failure to perform under a legally binding contract upon your proof-of-claim of the following;

1. That there exists a legal contract between myself and So and So Collections Ltd.
2. That you make available to me proof of said legal contract between the parties.
3. That you are in possession of an original unmarked Security Instrument bearing my signature.
4. That you make said Security Instrument available for my inspection.
5. That you confirm whom the owner of said Security Instrument is.
6. That you confirm or deny to having bought this alleged debt from ***** bank.

7. That you validated the alleged debt to yourselves by showing the material monetary loss in your verified accounting.
8. That you provide evidence to show that due diligence has been performed by a qualified person at your company to validate that your client has suffered a material monetary loss.
9. That you provide the name of said person.
10. That you provide evidence of your clients' material monetary loss.
11. That you provide evidence that your client is not bound by law to return my Security Instrument upon settlement of the alleged loan or credit.
12. That your purchase of the alleged debt didn't settle and close the original account with the client.
13. That you have some prior agreement with me to pay you for settling and closing the alleged original debt.

Failure to accept this offer to clarify your position in good faith will be deemed to mean you and your principal (or other parties) abandon all claims upon me through process of estoppel.

Many thanks for your co-operation

Regards

Chapter Seven

Case Studies

The following chapters are in-depth examinations of the to'ing and fro'ing to be expected during the process. The fact that nothing is ever registered with the court is very telling because if they had any legal ability to invoke the courts into their pursuit of alleged 'debtors' they wouldn't hesitate for a second. But they don't and that's because they can't. They'd be required to produce all manner of validating documents to establish their case but in reality they have nothing. They can't even produce the original agreement document.

These case studies have been compiled over the course of two to three years and detail precisely a version of the likely correspondence that they'll offer as first the bank and then a debt collector (or several) and maybe a lawyer or two make their empty threats and hot air endeavours to collect while swerving direct questioning. Occasionally they'll attempt a response in substance – or at least they want us to think they have, but for the most part they will fail at every turn to commit to answers.

In some cases they laughably end a letter with a version of “so now that we've shown that you owe this money and are liable for the debt, we can move towards agreeing on a repayment plan that suits you”.

They also strive to make the point of invoking our 'contractual obligations' whilst simultaneously failing to verify their own, and overlook the fact that the contract they're alluding to is entirely moot because it doesn't exist!

These case studies are my own accounts (more correctly they all belong to DCA's now) and are nearing their end as of publication. I am also dealing with

several more for my clients but elected to use only my own in this work as they demonstrate the process well enough. Whilst some of the DCA's involved fully believe there is still an outstanding issue to resolve, it is very much over at this point as far as I, and conveniently the law, are concerned.

This chapter deals with American Express.

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WD 01 000058 84943H 1 A**SNGLP

MR P M YATES



American Express
Services Europe Limited
Credit Card Services
Dept 871
1 John Street
Brighton
BN88 1NH

03 May 2021

Membership Number: xxxx-xxxxxx-01002

Dear Cardmember,

Re: AMERICAN EXPRESS CARD ACCOUNT

NOTICE OF DEFAULT SUMS SERVED UNDER SECTION 86(E) OF THE CONSUMER CREDIT ACT 1974

We are writing to you because you have been charged default sums, the amounts of which are described below.

Details of Default Sums

1. (a) Amount Due £12.00 as you have been charged a late payment fee.
(b) Payment Due on May 28, 2021

Total amount of default sums, see above £ 12.00

This notice does not take account of default sums which we have already told you about in another default sums notice, whether or not they remain unpaid.

Yours faithfully,

American Express Credit Services
www.americanexpress.co.uk
Within UK 0800 917 8132, Overseas 44 1273 576576
Monday - Friday 08:00 - 21:00, Saturday 09:00 - 17:00

000059 1/1



IX 01 001967 97213812 B**SNGLP

PAUL YATES



American Express Services
Europe Ltd
Dept 880,
1 John Street
Brighton BN88 1NH

15 May 2021

Card Agreement - Membership Number: **** * 01002

We Are Unable to Contact You

Dear PAUL YATES,

We've been trying to contact you regarding your account referenced above. Unfortunately, we have not been able to reach you. Please be advised that payment of £25.00 is required on your account.

Also be advised that a temporary hold has been placed on your American Express® Card(s). You should advise any additional Cardholders on your account(s) that their cards will also be unavailable for use.

We were unable to contact you regarding this matter because we don't have up-to-date information. Please update your contact details and pay your account at www.americanexpress.co.uk. See overleaf for alternative payment methods and sources of free and independent debt advice.

If you have any questions regarding your account or wish to discuss this matter further, call us on the number below. Please disregard this letter if you have already made a payment.

Sincerely,

American Express Credit Services
www.americanexpress.co.uk

Within UK 0800 917 8132, Outside UK +44 1273 576576
Monday - Friday 08:00 - 21:00, Saturday 09:00 - 20:00, Sunday 10:00 - 18:00

001967 1/1

00000233 LEGB00RE4 1321

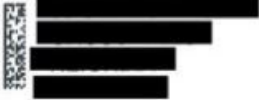
American Express Services Europe Limited has its registered office at Belgrave House, 76 Buckingham Palace Road, London, SW1W 9AX, United Kingdom. It is registered in England and Wales with Company Number 1833139 and authorised and regulated by the Financial Conduct Authority.

INTUNWCCAVD0003



IX 01 002241 05862B 14 B**SNGLP

PAUL YATES



American Express Services
Europe Ltd
Dept 880,
1 John Street
Brighton BN88 1NH

✓W

25 May 2021

Card Agreement - Membership Number: **** * 01002

Immediate Payment is Required to Prevent Further Negative Credit Reporting

Dear PAUL YATES,

We've been trying to contact you regarding the overdue amount on your account referenced above. Despite our efforts, your account remains unpaid. An immediate payment of £25.00 is required to prevent any further impact to your credit file.

Please be advised that a temporary hold has been placed on your American Express® Card(s). You should advise any additional Cardholders on your account(s) that their Cards will also be unavailable for use.

You can update your contact details and pay your account online using your debit card at americanexpress.co.uk. See the overleaf for alternative payment methods and sources of free and independent debt advice.

If you have any questions regarding your account or if you cannot make your payment you can use your online account or mobile app to chat with us. Alternatively, you can call us on the number below.

Please disregard this letter if you have already made a payment.

Sincerely,

American Express Credit Services

americanexpress.co.uk

Within UK 0800 917 8127, Outside UK +44 1273 576576

Monday - Friday 08:00 - 21:00, Saturday 09:00 - 20:00, Sunday 10:00 - 20:00

American Express Services Europe Limited has its registered office at Belgrave House, 76 Buckingham Palace Road, London, SW1W 9AX, United Kingdom. It is registered in England and Wales with Company Number 1833139 and authorised and regulated by the Financial Conduct Authority.

INTUNWCCAVD0001

AVD1



WD 01 000082 14371H 1 A**SGLP



MR P M YATES



American Express
Services Europe Limited
Credit Card Services
Dept 871
1 John Street
Brighton
BN88 1NH

03 June 2021

Membership Number: xxxx-xxxxxx-01002

Dear Cardmember,

Re: AMERICAN EXPRESS CARD ACCOUNT

NOTICE OF DEFAULT SUMS SERVED UNDER SECTION 86(E) OF THE CONSUMER CREDIT ACT 1974

We are writing to you because you have been charged default sums, the amounts of which are described below.

Details of Default Sums

1. (a) Amount Due £12.00 as you have been charged a late payment fee.
(b) Payment Due on June 28, 2021

Total amount of default sums, see above £ 12.00

This notice does not take account of default sums which we have already told you about in another default sums notice, whether or not they remain unpaid.

Yours faithfully,

American Express Credit Services
www.americanexpress.co.uk
Within UK 0800 917 8132, Overseas 44 1273 576576
Monday - Friday 08:00 - 21:00, Saturday 09:00 - 17:00

American Express Services Europe Limited has its registered office at Belgrave House, 76 Buckingham Palace Road, London, SW1W 9AX, United Kingdom. It is registered in England and Wales with Company Number 1833139 and is authorised and regulated by the Financial Conduct Authority. Where American Express Services Europe Limited cards are issued in the UK but obtained within the European Economic Area, local rules may apply to the way that it conducts its business which can be enforced by that country's applicable regulatory authority.



Cards

MR P M YATES
[REDACTED]

American Express
Services Europe Limited
Dept 880
1 John Street
Brighton
BN86 1NH

3 June 2021

Membership Number: xxxx-xxxxxx-01002

**Re: AMERICAN EXPRESS CARD ACCOUNT
ARREARS NOTICE SERVED UNDER SECTION 86(C) OF THE CONSUMER CREDIT ACT 1974**

This notice is being sent to you as required by the Consumer Credit Act 1974 because the payments listed below were either completely missed, received after the payment due date, or not fully paid on your account by the dates specified.

We appreciate that these missed payments may have since been made. If this is the case, please note that there is no need for you to take any further action in this regard, and we apologise for any inconvenience this notice may cause. You may wish to keep this notice for your records.

If you have not yet made these payments, we would encourage you to call American Express to discuss the matter at your earliest convenience on **0800 9178132**

Details of Missed/Part Paid Sums

1. (a) Amount Due £56.00
(b) Payment Due on 28/05/2021
(c) Amount and date of any part payment

Date	Amount (£)
n/a	0.00

(d) The Amount Due represents the payment, which you are obliged to pay us to avoid breaching the terms of your Card Agreement.

2. (a) Amount Due £25.00
(b) Payment Due on 28/04/2021
(c) Amount and date of any part payment

Date	Amount (£)
n/a	0.00

(d) The Amount Due represents the payment, which you are obliged to pay us to avoid breaching the terms of your Card Agreement.

Total Amounts Payable, see above	£81.00
Less sums already paid	£0.00
=	£81.00

Missed and partly made payments

This notice does not give details of missed or partly made payments previously notified whether or not they remain unpaid.

Default Sums and Interest

You may have to pay default sums and interest in relation to the missed or partly made payments indicated above in addition to any default sums and interest already included in this notice. Please contact us if you would like further details. This notice does not take account of any payments received after the date of the notice.



Cards

WD 01 000094 20455H 7 A**SNGLP

PAUL YATES
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

American Express Services
Europe Ltd
Dept 880,
1 John Street
Brighton BN85 1NH

13 June 2021

Card Agreement - Membership Number: **** * 01002

Re: AMERICAN EXPRESS® CREDIT CARD ACCOUNT

NOTICE OF DEFAULT SERVED UNDER SECTION 87(1) OF THE CONSUMER CREDIT ACT 1974

IMPORTANT - YOU SHOULD READ THIS CAREFULLY

Dear PAUL YATES,

We refer to the American Express Credit Card Agreement between you and American Express Services Europe Limited (the "Agreement"). You have failed to make your minimum payments when due as required under the 'Repayments' section of your Agreement. To remedy this breach, the payment due on your account, £81.00, must be paid within 14 calendar days from the date of this notice.

IF THE ACTION REQUIRED BY THIS NOTICE IS TAKEN BEFORE THE DATE SHOWN, NO FURTHER ENFORCEMENT ACTION WILL BE TAKEN IN RESPECT OF THE BREACH. IF YOU DO NOT TAKE THE ACTION REQUIRED BY THIS NOTICE BEFORE THE DATE SHOWN, THEN FURTHER ACTION SET OUT BELOW MAY BE TAKEN AGAINST YOU.

1. The Agreement will be terminated with immediate effect.

We will serve notice on you in writing demanding payment of the outstanding balance as set out below. If nothing is received, we may take legal proceedings against you for the outstanding balance, plus interest. Please note any Unbilled/Pending transactions may not be included in the outstanding balance below and will also need to be paid.

Outstanding balance (as at the date of this notice): £1,064.31

2. Your account may be referred to a debt collection agency and you may be charged for any cost which we incur in collecting the amounts you owe, in accordance with the terms of the Agreement.
3. No further use can be made of the Credit Card account.
4. Information regarding the status of the account will be reported to a credit reference agency where it will remain on record for 6 years.

5. In accordance with the terms of the Agreement, any other accounts (if any) you have with us will be considered to be in default and will be terminated with immediate effect. All sums outstanding on such accounts plus interest will become immediately due and payable. If you fail to pay any outstanding amount following a demand for payment, we may take legal proceedings against you for recovery of these sums.

IF YOU HAVE DIFFICULTY IN PAYING ANY SUM OWING UNDER THE AGREEMENT OR TAKING ANY OTHER ACTION REQUIRED BY THIS NOTICE, YOU CAN APPLY TO THE COURT WHICH MAY MAKE AN ORDER ALLOWING YOU OR ANY SURETY MORE TIME.

IF YOU ARE NOT SURE WHAT TO DO, YOU SHOULD GET HELP AS SOON AS POSSIBLE. FOR EXAMPLE, YOU SHOULD CONTACT A SOLICITOR, YOUR LOCAL TRADING STANDARDS DEPARTMENT OR YOUR NEAREST CITIZEN'S ADVICE BUREAU.

This Notice should include a copy of the current Financial Conduct Authority Information Sheet on default. This contains important information about your rights and where to go for support and advice. If it is not included, you should contact us to get one.

You can use your online account to pay by debit card or live chat with us at americanexpress.co.uk. Information about alternative payment options and sources of free and independent debt advice are also available online as well as in the overleaf.

Sincerely,

American Express Credit Services

americanexpress.co.uk

Within UK 0800 9178132, Overseas +44 1273 576576

Monday - Friday 08:00 - 21:00, Saturday 09:00 - 20:00, Sunday 10:00 - 20:00

One Redcliff Street
Bristol BS1 6TP
T +44 (0)333 006 0100
DX 7815 Bristol

www.TLTSolicitors.com



Our ref 701A/SM15/NB21/105537/289

Mr P M Yates
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

By post only

Direct tel +443330061177

Date 16 June 2021

Email Nick.Barrett@TLTSolicitors.com

Dear Sir

Our client: American Express Services Europe Limited (American Express)
Account Number: ****_****_**-01002 (the Account)
Re: Your Letter to American Express dated 5 May 2021 (the Letter)

We act for American Express and write further to the Letter.

This letter constitutes American Express' response to the Letter.

Any future correspondence on this matter should be sent to us as American Express' legal representative, and not to American Express. If you need to contact us to discuss this matter further, we would prefer that you do so by email, in the interests of proportionality and the impact of COVID-19 on processing hardcopy post.

Your position

The Letter is unclear, but we note the following:

- You have set out 10 statements said to have been made by various persons, the relevance of which is not understood.
- You then raise 16 questions (the **Requested Information**), none of which are specific to your Account and many of which appear to be simply irrelevant to enabling you to understand the status of your Account.

You appear to allege (by implication) that you are not liable to American Express if it cannot verify (according to your definition of verification) that you are a debtor.

TLT LLP is a limited liability partnership registered in England & Wales (OC 308656) whose registered office is at One Redcliff Street Bristol BS1 6TP. A list of members is available for inspection at that address.
TLT LLP is authorised and regulated by the Solicitors Regulation Authority number 40629.
TLT LLP is authorised and regulated by the Financial Conduct Authority under reference number FRN 780419. Details of our FCA permissions can be found on the Financial Services Register at <https://register.fca.org.uk/>

64666813.1

American Express' position

According to American Express' records, you made a PayPal transaction on the Account to another person on 22 March 2021, in the amount of £999. As of 26 May 2021, American Express has not received any payment from you on the Account.

The Requested Information is not understood or relevant to the fact that you owe money to American Express under the Account, which is currently outstanding. Nevertheless, although the Letter is not stated to be issued pursuant to section 78 of the Consumer Credit Act 1974, we enclose a (reconstituted) copy of the credit agreement, including a Notice of Variation. We also enclose a copy of your latest statement to show what you currently owe.

Next steps

You remain liable to American Express for the sums you owe on the Account. We suggest you contact American Express directly to arrange payment of the balance on the Account (and any charges and interest that may have accrued) and to discuss closure of the Account, if that is your wish.

If you are in financial difficulties, we strongly advise you to contact American Express at your earliest opportunity, to discuss payment options. Please be advised that American Express may ask you to complete and return an income and expenditure form, in order to assess the viability of any repayment plans you may propose.

If you fail to repay the arrears on the Account, American Express reserves the right to pursue all legal options open to it to recover the sums you owe, pursuant to the legal terms applicable to the Account. Please be advised that your credit file may also be affected. If you are in any doubt about your position, we strongly recommend you seek independent legal advice.

We trust this answers the Letter.

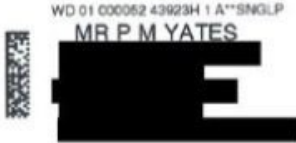
Yours faithfully



TLT LLP

Encs:

1. Agreement
2. Notice of Variation
3. Statement



American Express
Services Europe Limited
Credit Card Services
Dept 871
1 John Street
Brighton
BN88 1NH

03 July 2021

Membership Number: xxxx-xxxxxx-01002

Dear Cardmember,

Re: AMERICAN EXPRESS CARD ACCOUNT

NOTICE OF DEFAULT SUMS SERVED UNDER SECTION 86(E) OF THE CONSUMER CREDIT ACT 1974

We are writing to you because you have been charged default sums, the amounts of which are described below.

Details of Default Sums

1. (a) Amount Due £12.00 as you have been charged a late payment fee.
(b) Payment Due on July 28, 2021

Total amount of default sums, see above £ 12.00

This notice does not take account of default sums which we have already told you about in another default sums notice, whether or not they remain unpaid.

Yours faithfully,

American Express Credit Services
www.americanexpress.co.uk
Within UK 0800 917 8132, Overseas 44 1273 576576
Monday - Friday 08:00 - 21:00, Saturday 09:00 - 17:00

American Express Services Europe Limited has its registered office at Belgrave House, 76 Buckingham Palace Road, London, SW1W 9AX, United Kingdom. It is registered in England and Wales with Company Number 1833139 and is authorised and regulated by the Financial Conduct Authority. Where American Express Services Europe Limited cards are issued in the UK but obtained within the European Economic Area, local rules may apply to the way that it conducts its business which can be enforced by that country's applicable regulatory authority.



Cards

WD 01 008802 44682H24 A**SNGLP

PAUL YATES



American Express Services
Europe Ltd
Dept 880,
1 John Street
Brighton BN88 1NH

05 July 2021

Card Agreement - Membership Number: **** * 01002

FINAL DEMAND AND NOTICE OF TERMINATION

Dear PAUL YATES,

We refer to the Notice of Default which we recently issued in connection with your Credit Card Agreement.

Your agreement is terminated with immediate effect. All monies outstanding on the account (including any new transactions or cash advances) are now payable in full.

This letter is our formal demand for payment of the full outstanding balance of £1,093.57 in respect of the agreement referenced above. Please note any Unbilled/Pending transactions may not be included in the outstanding balance above and will also need to be paid. We will continue to charge interest on the outstanding balance in accordance with your Credit Card Agreement until it is repaid.

Cards can no longer be used and must be destroyed. If you have used your Card to pay for any subscriptions and/or insurance policies, you will now need to make alternative arrangements as these payments will no longer be possible using your Card.

Your account may now be passed to a debt collection agency. You will shortly receive a letter from us containing details of the debt collection agency or American Express department you will need to contact. Once this has happened, you should send all correspondence regarding your account directly to the specified department or agency.

After a period of 28 days from the date of this letter, steps may be taken to register the default status of your account with the credit reference agencies, Experian Limited, TransUnion Limited and Equifax Limited. This may affect your ability to obtain credit in the future, as the information we register may be shared with other organisations and used when assessing applications from you and anyone with whom you have a financial association, for credit or other facilities.

All further matters regarding this account must be directed to the department or agency we specify in our next letter. The agency or department will also contact you shortly.

Sincerely,
American Express Credit Services

American Express Services Europe Limited has its registered office at Balgrove House, 78 Buckingham Palace Road, London, SW1W 8AX, United Kingdom. It is registered in England and Wales with Company Number 1833139 and authorised and regulated by the Financial Conduct Authority.

GBRENWCCNS0058

0A02

000015438 LEGB0RE4 18021



Cards

WD 01 013916 46868H20 A**SNGLP

PAUL YATES
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

American Express
Services Europe Ltd
Dept 880,
1 John Street
Brighton BN85 1NH

07 July 2021

Card Agreement - Membership Number: **** * 01002

Outstanding Balance: £1093.57

NOTICE OF REFERRAL TO EXTERNAL COLLECTION AGENCY

Dear PAUL YATES,

We refer to your American Express account referenced above. The account has been cancelled, and all amounts outstanding on the account are now payable in full.

Please be advised that your account has been passed to an external debt collection agency, Zinc Credit Management.

Zinc Credit Management will be responsible for collecting the outstanding balance on behalf of American Express. All future contact regarding your American Express account should be with Zinc Credit Management, using their contact details below:

Telephone - 01789 405 065

Opening hours: Monday - Thursday, 8.30 - 20.00; Friday, 8.30 - 16.00; Saturday, 9.00 - 12.30

Email - support@thezincgroup.com

Please note that the internet can be unsecure. You must use a secure encryption method when sending personal data and/or documentation via email, to safeguard your personal data.

Customer Portal - www.WeWantToSayYes.co.uk

By Post

**Kings House, 4-5 Elm Court, Stratford-upon-Avon
CV37 6 PA, United Kingdom**

If a default has not already been registered, steps will be taken to register the default status of your account with the Credit Reference Agencies - if you fail to engage or remain in regular contact about your account with Zinc Credit Management and / or you fail to make payments in accordance with an agreed upon repayment arrangement. This may seriously affect your ability to obtain credit in the future. Information registered may be shared with other organisations and used when assessing applications from you, and anyone with whom you have a financial association, for credit or other facilities.

Yours sincerely,
American Express Global Collections

American Express Services Europe Limited has its registered office at Balgrave House, 76 Buckingham Palace Road, London, SW1W 9AX, United Kingdom. It is registered in England and Wales with Company Number 1533139 and authorised and regulated by the Financial Conduct Authority.

GBRENMSCNS0030

ZC01

We appreciate that these are unprecedented times and the current outbreak of Covid-19 will affect us all. If this impacts your financial circumstances in any way please let us know as there will be ways we can help.

Visit WeWantToSayYes.co.uk or
Call 01789 405 065



PAUL YATES

02/08/2021

Dear PAUL YATES,

American Express have asked us to help you with your account.

We have a number of options available on your account, please contact us now to take advantage of any of these -

Stop interest being added to your account -

- If you agree an affordable repayment plan for the minimum monthly payment amount American Express will stop adding interest for the life of the plan.
- If you can't afford the minimum payment amount please fill out an income and expenditure over the phone or online and we will refer your account to a specialised financial difficulties team that will be able to support you and freeze interest on your account.

Last month you were charged interest of £17.26 - you can save around this amount every month going forward by simply calling us.

If you do fail to make contact or agree a repayment plan we will report this to American Express who will register a default with the Credit Reference Agencies (if one hasn't been registered already). This could make it difficult to obtain credit in the future.

Yours sincerely,

Zinc Credit Management

Minimum Monthly Payment Amount

£ 56.00

Client

American Express

Your Zinc Reference

11324925

Your Client Reference

*****01002

Current Balance

£ 1,093.57

30069700000101 33900

We have created a **video** to explain all the options available to you in relation to your above account, please visit WeWantToSayYes.co.uk/Customer_Assistance.php



Call us today on
01789 405 065



Email us at
support@thezincgroup.com



Visit our website
WeWantToSayYes.co.uk

Text us on 07860 026 741

WebChat at WeWantToSayYes.co.uk

Opening Hours: Monday - Thursday 08:00 - 18:00, Friday 08:00 - 16:00, Saturday 08:00 - 12:00
Zinc Credit Management is a trading style of Complete Credit Consultancy Ltd, a Registered Company in England and Wales
Authorised and regulated by the Financial Conduct Authority for the recovery of debts due under a credit agreement. Registered Office: Kings House, 4 Elm Court, Arden Street, Stratford-upon-Avon, CV37 6PA, Registration Number 06450767. Complete Credit Consultancy Ltd is part of the Zinc Group.
Please note that the internet can be insecure. You must use a secure encryption method when sending personal data and/or documentation via email to safeguard your personal data.

Correspondence Address:
American Express Services Europe Limited
External Collections Services
Department 148
Upper Ground Floor
1 John Street
Brighton
BN88 1NH
www.americanexpress.co.uk



333B

38/77/151
Paul Yates



Settlement Offer:

Account No: XXXXXXXXXXXX01002
Outstanding Balance: £1167.38
Offer Expiration Date: 23 November 2021

Dear Paul Yates,

Sometimes life gets hard, and when that happens, people may have to make difficult financial choices. If you are in a similar situation, American Express understands and would like to provide you with options that may help.

The balance owed on your account is £1167.38. Below are some flexible payment options that will allow you to settle your account and pay less than the balance owed.

	Option #1	Option #2	Option #3
Total Settlement Offer	£700.43	£758.82	£817.20
Number of Payments	1	6	12
Monthly Payment Amount*	£700.43	£126.47	£68.10

We can stop further collection activity and assist you in settling your balance. If you choose to accept this offer and if you make payment today, we will register your account as partially settled with the credit bureau agencies, once the final payment has been received.

Call By 23 November 2021 to Enroll in this Offer

To accept one of these offers, please call 0800-032-2392 by 23 November 2021. We have to speak with you to complete the settlement acceptance process and are available to assist you Monday – Friday 8:00am to 9:00pm, Saturday 9:00am to 2:00pm. Please be advised that American Express is not obligated to renew these offers.

Settle for a Portion of the Outstanding Balance and Avoid Further Collection Activity

These offers allow you to resolve the balance owed on your account and avoid additional collection activities. Again, please call 0800-032-2392 by 23 November 2021 to accept any of these offers.

If you are experiencing financial difficulty our experienced team are happy to talk you through any concerns you may have or if you would like free and independent debt advice, please see details overleaf for organisations that may be of assistance to you.

Sincerely,

Collections Department
American Express

Note: This offer supersedes any written or oral offers you have previously received and will be valid for the indicated period only. We will also continue to register the status of your account with the credit reference agencies, Experian Limited, Equifax Plc and Call Credit Plc.

14 01283118
1/11 06

Telephone 0800-032-2392

Monday-Friday 8:00am to 9:00pm, Saturday 9:00am to 2:00pm (www.americanexpress.co.uk)

American Express Services Europe Limited has its registered office at Belgrave House, 76 Buckingham Palace Road, London, SW1W 9AX, United Kingdom.

It is registered in England and Wales with Company Number 1633139 and authorised and regulated by the Financial Conduct Authority.

06 November 2021

80267040

UKSOM

American Express suffers from a self-importance delusion. They're convinced that they're bigger than they are. The truth is that they are not accepted in the UK in more places than they are, due to their crippling commission percentage for the merchants and a not-very-good rate of interest for clients. The retailers simply elect to use another bank and decline Amex customers because it's far cheaper and a lot less hassle. It's very much a direct consequence of the AMEX attempt at the money-grab at both ends of their business model.

That they are also very straightforward and direct in their communications is probably another mark down for them but it certainly makes it much quicker and easier for us to kick their ass.

Looking at their very first communication to me you'll see that there are zero pleasantries or gentle nudging to remind me that the account is overdue. They went straight in with a Notice of Default without having a clue as to the details of my personal situation, and it would seem on the face of it that they don't care. I could be in serious trouble, bankrupt, sick and unable to work - or even dead, but that's of no concern to them – it's all about the money.

There were several phone calls as their agents attempted to progress me through their silly verification procedure and I counted FOUR separate occasions where agents actually became irate at their clear failure to assert dominance over me during the call. So with that in mind I responded immediately to their first letter and hit them with the first template letter.

We can see that throughout their barrage of demands & default notices that they didn't once acknowledge my letter despite my having the 'signed for' receipt confirming that someone at their head office accepted and signed for it.

I didn't make any attempt at contact again as legally, until they acknowledge my communication there's no requirement either legal or moral, for me to do so. The scenario is definitely Tennis in as much as if they fail to return our service (the letter), they have defaulted and we win the point.

I let them keep wasting their resources and remained silent. Eventually I'll be forcing them to retract ALL of their credit file registries with the agencies whilst in their position of default as none of that stands and can be demonstrated to be very bad form from a business ethics standpoint. It could also be construed as 'causing harm and loss' and engaging in harassment especially when my correspondence clearly states that I am willing to settle.

Next up was TLT who seem to be a group of solicitors acting on behalf of AMEX. They teed up their shot by stating a preference that all communications should be done via email 'in the interests of proportionality' which says loud and clear that they don't believe any of their correspondence is worth the paper it is written on and of course, it's a lot harder to submit an email onto the court record if it ever got that far. So no thanks; I'm creating a paper trail here with your headed paperwork.

TLT immediately scored an own goal by dropping a bomb on AMEX when they acknowledged and attempted to respond in substance to the letter I'd sent directly to American Express - that AMEX had completely ignored.

Err.. So how did TLT get hold of it then? (And these guys claim to be working for American Express?)

They state that my letter was unclear, before going on to waffle about something else entirely. Perhaps a more appropriate request would have been for clarification of my letter if plain English eludes them?

"You have set out 10 statements said to have been made by various persons, the relevance of which is not understood".

The relevance of the statements is blatantly obvious to anyone that isn't trying to deflect an oncoming missile; and it is, that those persons weren't just anyone - they were all SENIOR banking & finance people i.e. They were people at the highest levels of the profession who went on record making damning statements about the on-going fraud within the banking industry. Those quotes serve nicely to frame the intent for the rest of the letter.

"You then raise 16 questions (the requested information), none of which are specific to your account, and many of which, appear to be simply irrelevant to enabling you to understand the status of your account."

Again, my questions are exactly, specifically pertinent to my account and at this point it seems that I understand my account far better than the person who is responding.

“You appear to allege (by implication) that you are not liable to American Express if it cannot verify (according to your definition of verification) that you are a debtor.”

Wow! This was a new one. So I’m not alleging anything. I’m expressing my grave (and founded) suspicions that a fraud is taking place within the offices of American Express. I’m bringing it to their attention and hoping that they will conduct a serious investigation before I bring the Police into the matter. In fact, I’m so convinced that this is that case that I’m withholding ALL payments to the account until the matter has been investigated and my concerns are satisfactorily resolved. At this point the obvious question must be asked; what legally upstanding bastion of business would ignore a customer with grave concerns such as these, and instead of investigating the highlighted problems, immediately proceed to move against that customer for alerting them to such a serious matter? Do you see the dichotomy they have here? Damned if they do – damned if they don’t.

The fact of the matter is that I am NOT liable to American Express for anything, and cordially invite them to prove the contrary.

And regarding “my definition of verification” this is where they will always be completely roasted without recourse, as every lawyer knows that contract law is all that really exists. They know that well-settled pillars are in place governing these agreements as well as the requirement throughout for using very precise language. The definitions I used are categorically not my own - they are theirs! All of my information is sourced from legal tomes such as Black’s Law (all editions) and Cheshire & Fifoot’s ‘The Law of Contract’ 6th Ed.

Whoever wrote that letter needs to be immediately disbarred from the profession (if they are even registered with the Bar Association) although interestingly all practising lawyers have (lie) ability and are bonded or insured to cover for lying. They’re insured to lie. Make of that what you will.

So for the rest of the letter they insist that I’m liable for the debt without providing any grounds for why they believe I am, or addressing anything in my

letter that I asked for. They do it by repeating the same mantra “that you are liable for this debt”.

Naturally, there was no response required to address this nonsense and they were ignored out of existence for failure to respond in substance. They also weren't forthcoming with any kind of Notice of Assignment and AMEX failed to notify me of any such assignment, so in law they're nothing - an interloper, and that means we're not even obliged to acknowledge their communications.

They also don't know how to sign a letter appropriately as I'm pretty sure “TLT LLP” is not the signature of living man or woman.

So off they went never to be heard of again and next up we can see that AMEX has elected to resume sending kindling. They blindly continue with their demands whilst still having no standing on account of their failure to acknowledge my letter. I don't have to respond to anything. If they failed the first hurdle it doesn't mean they can move past it and carry on with the race. They still have to jump it BEFORE I'm required to do anything.

More default notices, notice of termination of account, final demands blah, blah, blah. Nothing they say matters in the slightest UNTIL they...yes, I know, you get it.

So the new kid on the block is presented; ‘ZINC’, a specialist debt collection agent that has been engaged to collect this outstanding account. That's all well and good but they forgot to pay for the matter to be assigned officially which means Zinc has no legal right to even contact me let alone discuss my private financial affairs. These guys really are miserly when it comes to this aspect of debt collection, but I guess if the general public remain clueless about correct protocols, then it's full steam ahead in acting illegally, as no one is any the wiser. Zinc is flatly ignored and quickly gives up without even a phone call.

Next up is the ‘Settlement Offer’ from AMEX and their desperation is now obvious. How is it that they are able to remove portions of the debt for a settlement? Are they declaring that they'll forgo something that they believe we owe them? Surely a debt is a debt, no? Do debts shrink over time? (Well actually they do as they gain notoriety) but they're implying here that their ‘bend-over-backwards-generosity’ is so magnanimous that they'll be ever-so-nice and knock a chunk off the debt as a gesture of goodwill.

Well hang on a minute. Let's keep the debt as it was for now, and how about using that bursting heart full of generosity to respond appropriately to my letter and get this matter sorted out properly?

That was November 2021. It's now April 2022 and the line has gone dead. I sent one letter at the start of this and it's patently obvious to see the problems it has caused them. The next thing will be yet another debt collector that I can ignore.

At some point when all my accounts are at this stage i.e. the banks have sold the accounts and are no longer attempting to collect, I'll begin the rounds of serving each and every one with an Affidavit of Status (more later) to get the credit file registries cleared.

Chapter Eight

Case Study

Aqua



3rd July 2019

We're increasing your credit limit to £1,050.00

Dear Paul,

Aqua card number: *****3661

We're pleased to tell you that we're increasing your credit limit from £250.00 to £1,050.00. Having looked at how you manage your card at the moment, we believe this new limit should meet your needs.

If you're happy with this change, you don't need to do anything. The new credit limit should be available to you by 12th August 2019. But before you rely on it to make a purchase, it's always a good idea to check your latest statement or go online to confirm the limit has changed.

Like it sooner?

If you'd like your credit limit increase to take effect sooner, call our automated phone line on **0333 220 2691** and choose **Option 2**. The line's open 24 hours a day, seven days a week. Your new limit should be available within 24 hours of your call, subject to final checks.

Naturally, if we become aware of any changes to your financial circumstances, such as exceeding your credit limit or missing a payment, we won't be able to increase your limit.

Make sure you can afford it

We always try to make sure we're lending responsibly. So before you decide what to do, it's important to carefully consider whether you need, or can afford, a higher limit. A higher limit may offer greater flexibility and convenience but it can also increase the risk of taking on too much debt, which may be costly, or take a long time to pay off.

If you know of, or expect, a change in your financial future that would cause you to be unable to afford this increase, then please contact us to decline it.

You can stay as you are

If you'd rather not increase your credit limit right now, just call us on the number above. Don't worry, we won't treat you any differently if you decide to stay as you are.

If we don't hear from you, we'll assume you're happy for us to offer you further credit limit increases when it's appropriate to do so. If, at any time, you want to change the way we do this, or ask us not to offer you increases in the future, you can use Online

Your Details

Your Card Number
*****3661

Your Credit Limit
£250.00

Your Current Balance
£30.00

Service Your Account Online

Enjoy the convenience of managing your account securely and free of charge, 24 hours a day.

Go to aquacard.co.uk/myaccount
Click 'register now' and follow the instructions.

We're here to help, call us on:

0333 220 2691

Write to us at:
Aqua Customer Service
PO Box 173
Sheffield
S98 1JW



34449 009852 0001 8 33300



Mr Paul Yates



®

24th April 2020

Mr Yates,

Aqua card number: *****3661

News about your account

As a result of the recent payments that you've made to your account and in order to support you further, we've decided to assist you by updating the status of your account to show that you are now up to date with your payments.

We've also let the credit references agencies know that your account is now up to date.

What does this mean for you?

- The balance on your account will remain the same.
- You must make at least your contractual minimum payment each month when due as shown on your statement.
- Provided that you continue to make payments as required and are not over limit, you will not receive collections calls or letters.
- If you do miss a payment, your account will again show as in arrears and we'll be in touch with you to arrange payment. This means that you may incur further fees.
- If you are over your credit limit when your account status is updated or you go over your credit limit subsequently, you will be required to make a payment immediately to clear the overlimit amount and may receive collections calls or letters.

If you would like to discuss this further, please contact us on 0800 587 5770. We're open 8am to 9pm Monday to Friday and 8am to 4pm Saturday.

Many thanks,

Stephen Bevan
Director of Collections & Recoveries

Calls are charged at a standard national rate. Call costs from mobiles and other operators may vary so please check before calling. Calls may be recorded and monitored for training and security purposes and to help us manage your account.

Please contact us if you'd like this in Braille, large print or in audio format.

Let's Talk

aquacard.co.uk

0333 220 2690
8am to 9pm Monday to Friday and
8am to 4pm Saturday

It's important to get your account back on track, so get in touch as soon as you can.

Easy Ways to Pay

1. Online at:
aquacard.co.uk
2. Pay from your bank account using the details below:
Account number 00782448
Sort code 30-00-00
3. Or call 0333 220 2690 with your debit or credit card details ready.

Why not set up a Direct Debit?
Call us or go online.

Your Details

Your Card Number
*****3661

Credit Limit
£1,050.00

Current Balance
£643.97

111

Credit is provided by NewDay Ltd. NewDay Ltd and NewDay Cards Ltd are companies registered in England and Wales with registered numbers 7267222 and 4134889 respectively and form part of the NewDay Group of Companies. The registered office for these companies is: 7 Handyside Street, London, N1C 4DA. NewDay are authorised and regulated by the Financial Conduct Authority with numbers 660202 and 042417 respectively.

D207 - 207 - 3915 0000 1615 8188



26th August 2020

Mr Yates, we've noticed you've missed a payment

Aqua card number: *****3661

This may have been an oversight so please make a payment of £55.10 using one of the easy ways to pay on the right. We may add a late fee of £12 to your account. To avoid missing further payments and more fees being added, please call us to set up a suitable payment option such as a Direct Debit.

If you'd find it helpful to change your payment date so it fits better with when you are paid, we can offer a range of alternative payment dates. Please note, payment dates can only be changed after the account is brought up to date, unless otherwise agreed by NewDay.

What happens until I pay?

Whilst your account is overdue, you will not be able to use your card. We'll also let credit reference agencies know you have missed a payment which may make it harder for you to get credit in the future. We may also cancel any continuous payment authorities set up on your account.

What if I can't pay?

If you're finding it hard to pay, call us and we can work with you to find a solution.

You can also find free independent advice at your local Citizens Advice Bureau, from National Debtline (0808 808 4000), Step Change Debt Charity (0800 138 1111) or online at moneyadviceservice.org.uk
Many thanks,

Stephen Bevan
Director of Collections & Recoveries

Calls are charged at a standard national rate. Call costs from mobiles and other operators may vary so please check before calling. Calls may be recorded and monitored for training and security purposes and to help us manage your account.

Please contact us if you'd like this in Braille, large print or in audio format.

Let's Talk

aquacard.co.uk

0800 587 5770
8am to 9pm Monday to Friday and
8am to 4pm Saturday

It's important to get your account back on track, so get in touch as soon as you can.

Easy Ways to Pay

1. Online at aquacard.co.uk
2. Pay from your bank account using the details below:
Account number 00280448
Sort code 30 00 00
3. Or call 0800 587 5770 with your debit or credit card details ready.

Why not set up a Direct Debit?
Call us or go online.

Your Details

Your Card Number
*****3661

Credit Limit
£1,100.00

Current Balance
£1,095.54

Arrears Amount
£55.10

Aqua Customer Services,
PO Box 173
Sheffield
S98 1JW

0333 220 2690

Mr Paul Yates
[REDACTED]
[REDACTED]
[REDACTED]

01 September 2020

Notice of Default sums re Aqua Account Number [REDACTED] 3661

Dear Mr Paul Yates

We are sending you this notice in compliance with the Consumer Credit Act 1974 because you have incurred default sums on your account with us.

Date default sum payable	Description of default sum	Amount of Default Sum
01 Sep 20	Late Fee	£12.00
01 Sep 20	Overlimit Fee	£12.00

Total amount of default sums shown on this notice: £24.00

This Notice does not take account of default sums which we have already told you about in another default sum notice, whether or not those sums remain unpaid.

Interest

We are not entitled to charge you interest on the default sums for the first 28 days after we have given you this notice. However if the sums are not paid in full by that date interest will be charged at the rate of 47.250% Since this interest rate is a variable rate, the rate which we will apply to the default sum once the 28 days have passed may be different.

If you have any queries in relation to your account or why we are sending you this notice, please call us on 0333 220 2690. Calls are charged at a standard national rate. Calls may be recorded and monitored for training and security purposes and to help us manage your account.

Yours sincerely,

Stephen Bevan
Head of Collections

Manage your account 24/7 at
aquacard.co.uk/myaccount

See inside for other ways to get in touch

aqua



Account number 5570 9850 7414 3661

Your credit limit £1,100

Available to spend £0.00

08371 013195 0009 E 30300



Mr Paul Yates



Statement date: 01 September 2020

Your account has been suspended



Your account is overlimit and you missed last month's contractual minimum payment. Pay online at aquacard.co.uk/myaccount or call us on 0333 220 2690

Payment requested
£131.72

Due 18 Sep 2020

This is made up of

Your contractual minimum payment	£76.62
Arrears - due immediately	£55.10

You are also £60.55 over your credit limit, which is due immediately. Please make a payment to bring you within your credit limit.



Your account is £60.55 over your credit limit and you have failed to make a minimum payment

Failing to make your minimum payment can mean that you have broken the terms of this credit agreement and could result in us taking legal action against you. It could lead to your having to pay additional costs and make it more difficult for you to obtain credit in the future. Your account has been suspended and any promotional offers and instalment plans (excluding any PayDown plans where applicable) have been cancelled. Standard rates now apply. Please repay the arrears and overlimit amount immediately. These are not included in your contractual minimum payment.



Do we have a current mobile phone number for you?

Due to upcoming changes in legislation designed to protect you from fraud, if we don't have your correct details this may impact your ability to use your card. If 07521130655 is no longer the best number to reach you on. Please update your contact information by logging into your **Online Account Manager** or by using your **app**.

What's happened?

Balance last month	£1,095.54
This month	DETAILS ON PAGE 2 →
New transactions	+ £0.00
Interest*	+ £41.01
Default fees	+ £24.00
Payments and credits	- £0.00

Your new balance £1,160.55

* Next month's estimated interest: £41.63 (see 'Your interest rates' section). Please note, if you are currently on a Payment Freeze and not making payments, this figure may not be accurate.



Contractual minimum payments: If you only make the minimum payment each month, it will take you longer and cost you more to clear your balance.

New Day

Your account in detail

What's happened this month?

	Opening Balance		£1,095.54
20 Aug 2020	9550218	Late Fee	+ £12.00
01 Sep 2020	9550238	Overlimit Fee	+ £12.00
01 Sep 2020	9550238	Interest	+ £41.01

Your new balance **£1,160.55**

It normally takes 3-7 days for a transaction to clear. However, in some circumstances, such as overseas transactions, this can take longer. If you do not pay off the full amount outstanding, we will allocate your payment to the outstanding balance in a specific order, which is set out in the Allocation of Payments paragraph in the summary box. The way in which payments are allocated can make a significant difference to the amount of interest you will pay until the balance is cleared completely.



Your interest rates

	Plan Balance	Annual Simple Interest Rate	Promotional Expiry Date	Annual Simple Rate after Expiry
Standard Rate Purchases	£1,160.55	47.250%	N/A	N/A
Standard Cash Rate	£0.00	53.572%	N/A	N/A

Promotional rates will be cancelled if you miss a contractual minimum payment or exceed your credit limit. Interest on default fees will not be charged for 28 days.



How interest is calculated on your account

Interest is charged from the date the transaction is added to your account until it is repaid in full. Interest is calculated on a daily basis on your actual daily balance. You will not pay interest on new purchases if you pay your balance in full and on time each month, unless you make the purchase on an instalment plan. Where interest has been applied to your account (during the period covered by this statement), an explanation of the manner in which the amount has been calculated is available on request. Estimated interest is an indication of how much interest will be charged next month, assuming the balance does not increase, you pay the contractual minimum amount on the due date, the way we calculate interest stays the same. Interest rates applied to your account don't change and your statement date doesn't change. If any of these assumptions are incorrect, the actual interest charged the next month will be different from the estimate. Please remember that if you are on a Payment Freeze, interest will still be charged during this period.



16th September 2020

Mr Yates, your Aqua credit card is still in arrears.

Aqua card number: *****3661

To make a payment and bring your account up to date as soon as possible, simply go online to aquacard.co.uk/myaccount or alternatively use one of our easy ways to pay on the right.

If you'd find it helpful to change your payment date so it fits better with when you are paid, we can offer a range of alternative payment dates. Please note, payment dates can only be changed after the account is brought up to date, unless we agree otherwise.

What if I don't pay?

- Whilst your account is overdue, you will not be able to use your card.
- We may cancel any continuous payment authorities on your account.
- We may also ask a debt collection agency to collect the amount you owe us.
- We will send you a Default Notice and if you still don't pay your full balance will become due.

If you continue not to pay we may then report the default on your account to the credit reference agencies. This will stay on your file for six years and may make it harder for you to get credit in the future. We may also sell your account to a debt purchaser who would then own your outstanding debt and take over the responsibility for collecting it.

What if I can't pay?

If you're finding it hard to pay, call us and we can work with you to find a solution.

You can also find free independent advice at your local Citizens Advice Bureau, from National Debtline (0808 808 4000), Step Change Debt Charity (0800 138 1111) or online at moneyadviceservice.org.uk

Many thanks,

Stephen Bevan
Director of Collections & Recoveries

Calls are charged at a standard national rate. Call costs from mobiles and other operators may vary so please check before calling. Calls may be recorded and monitored for training

Credit is provided by NewDay Ltd. NewDay Ltd and NewDay Cards Ltd are companies registered in England and Wales with registered numbers 7297722 and 4134880 respectively and form part of the NewDay Group of Companies. The registered office for these companies is: 7 Handyside Street, London, N1C 4DA. NewDay are authorised and regulated by the Financial Conduct Authority with numbers 690292 and 682417 respectively.

Let's Talk

aquacard.co.uk

0333 220 2690

8am to 9pm Monday to Friday and

8am to 4pm Saturday

It's important to get your account back on track, so get in touch as soon as you can.

Easy Ways to Pay

1. Online at aquacard.co.uk

2. Pay from your bank account using the details below:
Account number 00282448
Sort code 30 00 00

3. Or call 0333 220 2690 with your debit or credit card details ready.

Why not set up a Direct Debit? Call us or go online.

Your Details

Your Card Number
*****3661

Credit Limit
£1,100.00

Current Balance
£1,172.55

Arrears Amount
£55.10



18278 000041 0001 E 86889

Mr Paul Yates

22 Sep 2020

Mr Paul Yates, we've received your complaint

Thank you for getting in touch with us regarding your aqua card; I'm sorry you had to contact us to make a complaint.

We'll be carrying out an independent review of your complaint and we'll be in contact soon. If we can't make contact by phone we'll send you a letter advising you of our decision and the outcome of your complaint.

Enclosed is our complaints procedure which provides further information on our process and when you can expect to hear from us.

If you would like to get in touch, please call us on the number on the right of this letter.

Many thanks

Francesca Rea,
Director of Customer Services

Enc. NewDay Complaints Procedure

Your account

Account number

8188

You'll need this whenever you get in touch with us

Complaint reference

1373270

Questions?

Please call us

0330 3333089

Mon to Fri: 9am-5pm

*Calls will cost no more than a standard national rate call. Calls may be recorded and monitored for training and security purposes and to help us manage your account.

Aqua Customer Services,
PO Box 173
Sheffield
S98 1JW

0333 220 2690

Mr Paul Yates
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

01 October 2020

Notice of Default sums re Aqua Account Number [REDACTED] 3661

Dear Mr Paul Yates

We are sending you this notice in compliance with the Consumer Credit Act 1974 because you have incurred default sums on your account with us.

Date default sum payable	Description of default sum	Amount of Default Sum
01 Oct 20	Overlimit Fee	£12.00
01 Oct 20	Late Fee	£12.00

Total amount of default sums shown on this notice: £24.00

This Notice does not take account of default sums which we have already told you about in another default sum notice, whether or not those sums remain unpaid.

Interest

We are not entitled to charge you interest on the default sums for the first 28 days after we have given you this notice. However if the sums are not paid in full by that date interest will be charged at the rate of 47.250% Since this interest rate is a variable rate, the rate which we will apply to the default sum once the 28 days have passed may be different.

If you have any queries in relation to your account or why we are sending you this notice, please call us on 0333 220 2690. Calls are charged at a standard national rate. Calls may be recorded and monitored for training and security purposes and to help us manage your account.

Yours sincerely,

Stephen Bevan
Head of Collections

Credit is provided by NewDay Ltd. NewDay Ltd and NewDay Cards Ltd are companies registered in England and Wales with registered number 7297722 and 4134880 respectively and are part of the NewDay group of companies. The registered office for these companies is: 7 Handyside Street, London N1C 4DA. NewDay Ltd and NewDay Cards Ltd are authorised and regulated by the Financial Conduct Authority with numbers 690292 and 682417 respectively. NewDay Ltd is also authorised by the Financial Conduct Authority under the Payment Services Regulations 2017 (Ref no: 555318) for the provision of payment services.

Manage your account 24/7 at
aquacard.co.uk/myaccount

See inside for other ways to get in touch

aqua



Account number 5570 9850 7414 3661
Your credit limit £1,100
Available to spend £0.00



Statement date: 01 October 2020

Your account has been suspended



Your account is overlimit and you missed last month's contractual minimum payment
Pay online at aquacard.co.uk/myaccount or call us on 0333 220 2690

55

Your account is £128.57 over your credit limit and you have failed to make a minimum payment

Failing to make your minimum payment can mean that you have broken the terms of this credit agreement and could result in us taking legal action against you. It could lead to your having to pay additional costs and make it more difficult for you to obtain credit in the future. Your account has been suspended and any promotional offers and instalment plans (excluding any PayDown plans where applicable) have been cancelled. Standard rates now apply. Please repay the arrears and overlimit amount immediately. These are not included in your contractual minimum payment.



Do we have a current mobile phone number for you?

Due to upcoming changes in legislation designed to protect you from fraud, if we don't have your correct details this may impact your ability to use your card. If 07521130655 is no longer the best number to reach you on. Please update your contact information by logging into your **Online Account Manager** or by using your **app**.



Contractual minimum payments: If you only make the minimum payment each month, it will take you longer and cost you more to clear your balance.

Payment requested
£212.03

Due 19 Oct 2020

This is made up of

Your contractual minimum payment £80.31
Arrears - due immediately £131.72

You are also £128.57 over your credit limit, which is due immediately. Please make a payment to bring you within your credit limit.

What's happened?

Balance last month	£1,160.55
This month	DETAILS ON PAGE 2 →
New transactions	+ £0.00
Interest*	+ £44.02
Default fees	+ £24.00
Payments and credits	- £0.00

Your new balance £1,228.57

* Next month's estimated interest: £45.65 (see 'Your interest rates' section). Please note, if you are currently on a Payment Freeze and not making payments, this figure may not be accurate.

New Day

Aqua Customer Services,
PO Box 173
Sheffield
S98 1JW

0333 220 2690

Mr Paul Yates
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

01 October 2020

Notice of Sums in Arrears re Aqua Account Number: [REDACTED] 3661

Dear Mr Paul Yates

We are sending you this notice in compliance with the Consumer Credit Act 1974 because you are behind with the sums payable under your agreement with us. It is a legal requirement to send you this notice even if your payments under a payment arrangement with us are up-to-date.

The details of the last 2 payments you have not paid in full or at all are set out below:

Date due	Amount payable	Nature of payment due/received	Part payment received	Date part payment received
18-09-20	£76.62	Contractual Minimum Payment Payment Received	£0.00	
20-08-20	£55.10	Contractual Minimum Payment Payment Received	£0.00	

Total of minimum payments required less payments received: £131.72

Please turn over for more important information about your account.

Missed and partly made payments

This notice does not give details of missed or partly made payments previously notified whether or not they remain unpaid.

Default sums and interest

You may have to pay default sums and interest in relation to the missed or partly made payments indicated above in addition to any default sums and interest already included in this notice. Please contact us if you would like further details. This notice does not take account of any payments received after the date of the notice.



27384 000032 0001 1

Mr Paul Yates
[Redacted]
[Redacted]
[Redacted]

06 Oct 2020

Mr Paul Yates, we've received your complaint

We sent you a letter advising we've received your aqua card complaint; we're sorry we've not yet resolved this for you.

Our investigation is taking longer than expected. We'll be in contact with you as soon as possible. If we can't make contact by phone we'll send you a letter telling you about our decision.

If you would like to get in touch, please call us on the number on the right of this letter.

Many thanks

Francesca Rea,
Director of Customer Services

Your account

Account number

[Redacted] 3188

You'll need this whenever you get in touch with us

Complaint reference

1373270

Questions?

Please call us

0330 3333089

Mon to Fri: 9am-5pm

*Calls will cost no more than a standard national rate call. Calls may be recorded and monitored for training and security purposes and to help us manage your account.



9th October 2020

Ref: Your Aqua classic credit card

Dear Mr Yates,

IMPORTANT - YOU SHOULD READ THIS CAREFULLY

This is a Default Notice

Served under Section 87(1) of the Consumer Credit Act 1974.

Why am I receiving this Default Notice?

The section 'How much do you have to pay each month' in your credit agreement states that you must make at least the contractual minimum payment each month. You've breached this section as you did not pay £131.72, which is outstanding.

You must pay £131.72 by 30th October 2020, using one of the ways shown overleaf.

IF THE ACTION REQUIRED BY THIS NOTICE IS TAKEN BEFORE THE DATE SHOWN NO FURTHER ENFORCEMENT ACTION WILL BE TAKEN IN RESPECT OF THE BREACH.

IF YOU DO NOT TAKE THE ACTION REQUIRED BY THIS NOTICE BEFORE THE DATE SHOWN THEN THE FURTHER ACTION SET OUT BELOW MAY BE TAKEN AGAINST YOU.

What will happen if I don't pay before the date shown?

We'll terminate your credit agreement with us, close your credit card account and ask you to pay the full account balance immediately. If we terminate your credit agreement, we may sell your account to a third party. We will also share details of the status of your account with credit reference agencies which may make it harder for you to get credit in the future.

Until your account has been brought up to date, please don't use your credit account as it may be declined.

We will also cancel any regular payments set up on this credit card account.

You should be aware that if we take you to court and get a judgment against you requiring you to pay us the money you owe us under the agreement, you may have to pay us both the amount of the judgment and interest under the agreement on all the sums owed by you at the date of the judgment until you have paid these in full. This means that even if you pay off the whole amount of the judgment, you may still have a further sum to pay.

Easy ways to pay today

Credit is provided by NewDay Ltd. NewDay Ltd and NewDay Cards Ltd are companies registered in England and Wales with registered numbers 7297722 and 4134889 respectively and form part of the NewDay Group of Companies. The registered office for these companies is, 7 Handyside Street, London, N1C 4DA. NewDay are authorised and regulated by the Financial Conduct Authority with numbers 960292 and 682417 respectively.

Your Details

Card Number
*****366*

Current Balance
£1,228.57

Arrears Amount
£131.72

Credit Limit
£1,100.00

Let's Talk

aquacard.co.uk
0333 220 2690
8am to 9pm Monday to
Friday and 8am to 4pm
Saturday

It's important to get your account back on track, so get in touch as soon as you can.



3rd November 2020

Mr Yates, we've terminated your Aqua classic credit card agreement

Aqua card number: *****3661

Your account is now with NewDay's Debt Recovery Unit and your full balance of **£1,302.33 is now due**. Please call us on 0800 587 5770 so we can set up an affordable plan to help you repay what you owe.

What should I do?

1. Call us and we'll take details of your income and outgoings to work out an affordable repayment amount.
2. We may be able to reduce the interest and fees on your account.
3. You can then pay this using a method that suits you.
4. And if your circumstances change in any way, simply let us know.

What if I can't pay?

If you're finding it hard to pay, call us and we can work with you to find a solution.

You can also find free independent advice at your local Citizens Advice Bureau, from National Debtline (0808 808 4000), Step Change Debt Charity (0800 138 1111) or online at moneyadviceservice.org.uk

Many thanks,

Stephen Bevan
Director of Collections & Recoveries

Calls are charged at a standard national rate. Call costs from mobiles and other operators may vary so please check before calling. Calls may be recorded and monitored for training and security purposes and to help us manage your account.

Please contact us if you'd like this In Brochure, large print or in audio format.

Let's Talk

aquacard.co.uk

0800 587 5770
8am to 9pm Monday to Friday and
8am to 6pm Saturday

It's important to get your account back on track, so get in touch as soon as you can.

Easy Ways to Pay

1. Online at aquacard.co.uk
2. Pay from your bank account using the details below:
Account number 84603001
Sort code 40 05 30
3. Or call 0800 587 5770 with your debit or credit card details ready.

Why not set up a Direct Debit?
Call us or go online.

Your Details

Card Number
*****3661

Credit Limit
£1,100.00

Current Balance
£1,302.33

New



43189 000047 0001 E 88989

Mr Paul Yates



We're NewDay and we provide you with your account.

Your account

Account number

8188

You'll need this whenever you get in touch with us.

Complaint reference

1373270

Questions?

Please call us

0371 522 5167

Mon to Fri: 9am-5pm

*Calls will cost no more than a standard national rate call. Calls may be recorded and monitored for training and security purposes, and to help us manage your account.

How to contact FOS

Email
complaint.info@financial-ombudsman.org.uk

Call
0800 0234 567
Calls are free from mobile phones and landlines.

0300 123 9 123
Free if you pay a monthly charge for calls to numbers starting 01 or 02 from your mobile phone.

Visit
www.financial-ombudsman.org.uk

03 Nov 2020

Mr Paul Yates, we're sorry we have not yet resolved your complaint

We recently sent you a letter advising we were still investigating your aqua complaint; unfortunately we are still not in a position to fully resolve this for you.

Although we have made good progress, we want to make sure we have reviewed and addressed all of your concerns before we provide you with a final outcome.

As it has now been 8 weeks since you first contacted NewDay, you may decide to contact the Financial Ombudsman Service now without waiting for our response. The enclosed leaflet contains further information about this; however, we do hope you will give us the opportunity to complete our review.

We will continue with our investigation and contact you with full details of our findings and confirm the proposed outcome as soon as possible.

Thank you for your continued understanding and patience. Many thanks

Francesca Rea,
Director of Customer Services

Enc. FOS Leaflet

Credit is provided by NewDay Ltd. NewDay Ltd and NewDay Cards Ltd are companies registered in England and Wales with registered number 7297722 and 4134809 respectively and are part of the NewDay group of companies. The registered office for these companies is: 7 Handyside Street, London N1C 4DA. NewDay Ltd and NewDay Cards Ltd are authorised and regulated by the Financial Conduct Authority with numbers 499292 and 682417 respectively.

Day

Aqua Customer Services,
PO Box 173
Sheffield
S98 1JW

0333 220 2690

80152 000206 0050 E 33300



Mr Paul Yates



01 December 2020

Notice of Sums in Arrears re Aqua Account Number [REDACTED] 3661

Dear Mr Paul Yates

We are sending you this notice in compliance with the Consumer Credit Act 1974 because you are behind with the sums payable under your agreement with us. It is a legal requirement to send you this notice even if your payments under a payment arrangement with us are up-to-date.

The details of the last 2 payments you have not paid in full or at all are set out below:

Date due	Amount payable	Nature of payment due/received	Part payment received	Date part payment received
19-11-20	£86.78	Contractual Minimum Payment Payment Received	£0.00	
19-10-20	£80.31	Contractual Minimum Payment Payment Received	£0.00	

Total of minimum payments required less payments received: £167.09

Please turn over for more important information about your account.

Missed and partly made payments

This notice does not give details of missed or partly made payments previously notified whether or not they remain unpaid.

Default sums and interest

You may have to pay default sums and interest in relation to the missed or partly made payments indicated above in addition to any default sums and interest already included in this notice. Please contact us if you would like further details. This notice does not take account of any payments received after the date of the notice.



68425 60300 0149 E 33100



Mr Paul Yates
[Redacted]
[Redacted]
[Redacted]

14th December 2020

Mr Yates, we need to speak to you within the next 48 hours

Aqua card number: *****3661

We urgently need to speak to you on 0800 587 5770 to discuss your account within the next 48 hours to stop further action on your account.

Why should I call?

We can only help you if you talk to us, so call one of our dedicated team to discuss your options. We'll assess your circumstances and find a solution that works for you.

What if I can't pay?

If you're finding it hard to pay, call us and we can work with you to find a solution.

You can also find free independent advice at your local Citizens Advice Bureau, from National Debtline (0808 808 4000), Step Change Debt Charity (0800 138 1111) or online at moneyadviceservice.org.uk

Many thanks,

Stephen Bevan
Director of Collections & Recoveries

Calls are charged at a standard national rate. Call costs from mobiles and other operators may vary so please check before calling. Calls may be recorded and monitored for training and security purposes and to help us manage your account.

Please contact us if you'd like this in Braille, large print or in audio format.

Let's Talk

aquacard.co.uk

0800 587 5770
8am to 9pm Monday to Friday and
8am to 4pm Saturday

It's important to get your account back on track, so get in touch as soon as you can.

Easy Ways to Pay

1. Online at aquacard.co.uk
2. Pay from your bank account using the details below:
Account number 84603001
Sort code 40 05 30
3. Or call 0800 587 5770 with your debit or credit card details ready.

Why not set up a Direct Debit?
Call us or go online.

Your Details

Your Card Number
*****3661

Credit Limit
£1,100.00

Current Balance
£1,302.33

Arrears Amount
£298.81

Credit is provided by NewDay Ltd. NewDay Ltd and NewDay Cards Ltd are companies registered in England and Wales with registered numbers 7297722 and 4134880 respectively and form part of the NewDay Group of Companies. The registered office for these companies is: 7 Hancoverside Street, London, N1C 4DA. NewDay are authorised and regulated by the Financial Conduct Authority with numbers 690292 and 692417 respectively.

8828 002704 0042 E 33100



Mr Paul Yates

13th January 2021

Mr Yates, we need to speak to you within the next 48 hours

Aqua card number: *****3661

We urgently need to speak to you on 0800 587 5770 to discuss your account within the next 48 hours to stop further action on your account.

Why should I call?

We can only help you if you talk to us, so call one of our dedicated team to discuss your options. We'll assess your circumstances and find a solution that works for you.

What if I can't pay?

If you're finding it hard to pay, call us and we can work with you to find a solution.

You can also find free independent advice at your local Citizens Advice Bureau, from National Debtline (0808 808 4000), Step Change Debt Charity (0800 138 1111) or online at moneyadviceservice.org.uk

Many thanks,

Stephen Bevan

Stephen Bevan
Director of Collections & Recoveries

Calls are charged at a standard national rate. Call costs from mobiles and other operators may vary so please check before calling. Calls may be recorded and monitored for training and security purposes and to help us manage your account.

Please contact us if you'd like this in Braille, large print or in audio format.

*Called
Oliver KNB
Tues 19th Jan, '21.*

Let's Talk

aquacard.co.uk

0800 587 5770
8am to 9pm Monday to Friday and
8am to 4pm Saturday

It's important to get your account back on track, so get in touch as soon as you can.

Easy Ways to Pay

1. Online at aquacard.co.uk
2. Pay from your bank account using the details below:
Account number 84603001
Sort code 40-05-30
3. Or call 0800 587 5770 with your debit or credit card details ready.

Why not set up a Direct Debit?
Call us or go online.

Your Details

Your Card Number
*****3661

Credit Limit
£1,100.00

Current Balance
£1,302.33

Arrears Amount
£311.83



27th January 2021

Mr Yates, we're registering your default with credit reference agencies

Aqua card number: *****3661

It is very important that you get in touch with us as soon as possible on 0800 587 5770 so that we can discuss a repayment plan.

Why are you sending me this?

We recently sent you a Default Notice served under section 87(1) of the Consumer Credit Act.

This letter is notice of our intention to register information about the default on your account with credit reference agencies. We will do so at any time after 28 days from the date of this letter.

This will stay on your file for six years and may make it harder for you to get credit in the future.

What does this mean for me?

Credit reference agency files are used to assess credit applications. The default will stay on your file for six years and may make it harder for you to get credit in future.

We may now also sell your debt to another company so it's important that you call us on as soon as possible.

Many thanks,

Stephen Bevan
Director of Collections & Recoveries

Calls are charged at a standard national rate. Call costs from mobiles and other operators may vary so please check before calling. Calls may be recorded and monitored for training and security purposes and to help us manage your account.

Please contact us if you'd like this in Braille, large print or in audio format.

Let's Talk

aquacard.co.uk

0800 587 5770
8am to 9pm Monday to Friday and
8am to 4pm Saturday

It's important to get your account back on track, so get in touch as soon as you can.

Easy Ways to Pay

1. Online at aquacard.co.uk
2. Pay from your bank account using the details below:
Account number 84603001
Sort code 40-05-30
3. Or call 0800 587 5770 with your debit or credit card details ready.

Why not set up a Direct Debit?
Call us or go online.

Your Details

Your Card Number
*****3661

Credit Limit
£1,100.00

Current Balance
£1,302.33

Aqua Customer Services,
PO Box 173
Sheffield
S98 1JW

0333 220 2690

98267 007677 0047 E 33300



Mr Paul Yates

01 February 2021

Notice of Sums in Arrears re Aqua Account Number: [REDACTED] 3661

Dear Mr Paul Yates

We are sending you this notice in compliance with the Consumer Credit Act 1974 because you are behind with the sums payable under your agreement with us. It is a legal requirement to send you this notice even if your payments under a payment arrangement with us are up-to-date.

The details of the last 2 payments you have not paid in full or at all are set out below:

Date due	Amount payable	Nature of payment due/received	Part payment received	Date part payment received
20-01-21	£13.02	Contractual Minimum Payment Payment Received	£0.00	
18-12-20	£13.02	Contractual Minimum Payment Payment Received	£0.00	

Total of minimum payments required less payments received: £26.04

Please turn over for more important information about your account.

Missed and partly made payments

This notice does not give details of missed or partly made payments previously notified whether or not they remain unpaid.

Default sums and interest

You may have to pay default sums and interest in relation to the missed or partly made payments indicated above in addition to any default sums and interest already included in this notice. Please contact us if you would like further details. This notice does not take account of any payments received after the date of the notice.

The Aqua card case began with their increasing my credit allowance. This can be achieved easily if we want more 'spend power' by simply repaying the monthly balance on the due date each month. By repaying in full it means they are unable to charge interest or so little that the account underperforms. So on a new card with a small 'allowance' we can easily and quickly increase that limit by making sure that they need to get us into 'debt' and no longer be comfortable with clearing the account each month.

I force the issue several times by just withdrawing the available limit as cash from a machine and sometimes it takes a couple of days with ATM limits on withdrawals. I pay it into my bank account with a small amount on top as interest. Don't be fazed by that – consider it your investment into the big payout! It does require some self-discipline. I sit on it until the time comes to repay and then repay it in full. Over a period of three months they make sure your limit is such that it becomes harder each time to make the repayment if you were spending the cash.

After six months of 'good' behaviour they generally increase the limit several times more than the initial limit. We can keep repeating this until the card has a decent available balance before we use it.

So Aqua did it twice and provided a decent balance with which to begin the process.

Their first letter is very benign and is just a gentle reminder that a payment has been missed. The second goes straight to a default notice and comes with a third letter on the same day stating that the account has been suspended. They didn't hang around with this and I'm guessing that these providers have to follow a process of issuing a series of default notices before the insurance claim can be activated under delinquency rules. It was at this point that they received my first letter.

They then issue another reminder and less than a week later issue another default notice. Does it seem that they're making a run to a finish line here to benefit shareholders, or are they attempting to genuinely help me deal with a 'difficult' situation? There's no acknowledgement of my letter.

Their next letter states that the account has been suspended. So was it reinstated and then suspended again? Or are they now repeating themselves for dramatic

effect?

Two more notices – one of sums in arrears and a further default notice, all while failing to respond to my letter. They really are intent on getting to the prize and I'm pretty sure now that three or four default notices are the magic number for access to the insurance because the next letter is to state that the account has been terminated. This changes its' status and moves it off ledger ready for sale to a DCA.

Another notice of sums in arrears for good measure because they really want to screw with my credit rating! This is followed by an 'urgent' plea to speak to me within the next 48 hours (it must be serious...) I'm guessing this is to make absolutely sure that I won't be settling the account and messing up their plan to press on with claiming the insurance payout.

A month later they repeat the plea, again likely to make sure they have a green light to make their claim. (By the way how long is 48 hours at Aqua?) Less than a month later they inform me that they're registering my default with the credit reference agencies. What? So what were all the others? Practice?

All of that 'this default will likely impact your credit rating and make it harder to get credit in the future' on each notice, that was them just warming up was it? Or did they actually register something? Well, the fact that they did register defaults every time kind of diffuses the impact of this latest statement somewhat doesn't it?

So they close out communications with...yes, yet another default Notice. At the time of writing it's now the thirteen-month anniversary since I heard anything from these guys. There's been nothing. No DCA's, no reminders, no more default notices – just silence. And they never acknowledged my letter throughout. I guess they just slithered off happy with their insurance payout. They'll be getting my Affidavit of Status soon to correct all the damage they applied to my credit file.

Chapter Nine

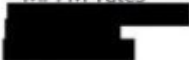
Case Study

Barclaycard



M 000251 000287 BBV2631A 8009700JH00011 33300 9610823141

Mr PM Yates



Barclaycard
PO Box 9132
Leicester
LE18 9DF

Phone : 0800 161 5205
Fax : 0300 020 0106

9 August 2020
BBC1CL v2.5

Account Number [redacted] 9008
Outstanding Balance : £819.99

Payment Due
£21.69

Important information about your monthly payment

Dear Mr Yates

We've noticed that you're a few days late with your minimum payment this month and wanted to make sure everything is alright as late payments can impact your credit file.

We know this late payment could just be an oversight, so if you've already made your payment or have got in touch with us, there's nothing else you need to do.

As your account is overdue, you might find that you won't be able to use your card, but if you can bring your account up to date, making sure you're under your credit limit, you may be able to use your card again.

Make sure your credit rating isn't affected

We know how important it is to our customers to maintain their credit rating. And we also know that all kinds of things can lead to delays in making payments. So, if you've previously been up to date with your payments and you're able to make a payment within 14 days of your payment due date (which you'll find on your statement) then your credit file won't be affected, but the late payment fee will apply.

If you have an Instalment Plan and miss two consecutive payments, we'll cancel your Plan. Any remaining Instalment Plan balance will then be moved to your standard balance and charged interest at your standard rate.

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Calls may be monitored or recorded in order to maintain high levels of security and quality of service. Calls to 0800 and 0808 numbers are free from UK landlines. Mobile charges may vary.

You can quickly bring your account back up to date:

Online – at www.barclaycard.co.uk/epay
Log in using your card number, surname, postcode and date of birth

By phone – using you own bank's telephone banking service

Via the Barclaycard app – available for iOS and Android phones, you can make a payment on the go. Download it from your app store

By debit card or Direct Debit – just call 0800 161 5205 with your card to hand to make a payment or set up a Direct Debit. We're open 8am - 9pm Monday - Friday, 9am - 9pm Saturday and 9am - 9pm Sunday

By Standing Order – or you can pay at any Barclays branch, quoting sort code 20 04 15, account number 38290008 and your card number as a reference



M 000200 000260 BBV2863A 8009700C:00007 33300 9610863149

Mr PM Yates



Barclaycard
PO Box 9132
Leicester
LE18 9DF

Phone : 0800 161 5205
Fax : 0300 020 0106

2 September 2020
BBC2CL v2.5

Account Number [redacted] 9008
Outstanding Balance : £838.17
Credit Limit : £800.00

Payment Due

£58.26

We need to speak to you about your Barclaycard account

Dear Mr Yates

We've tried to get in touch with you as we've noticed you haven't made a payment to your Barclaycard account.

Each time you miss a payment, we'll report it to the Credit Reference Agencies, which will affect your credit rating and make it harder for you to get credit in the future. However, there are a number of ways we can help, so please let us know if you're ever struggling to make a payment.

While you're overdue with your payments and in arrears on your account, we won't charge you any further late payment fees, but you'll still continue to incur interest charges.

If you have an Instalment Plan on your account this has now been cancelled as you've missed two consecutive payments. Any remaining Instalment Plan balance will be moved to your standard balance and interest will be charged at your standard rate.

What happens next?

As your account is overdue, you or any cardholders won't be able to use your card(s) – but if you can bring your account up to date (including being within your credit limit), you may be able to use your card again.

If you can make a payment, please do so as soon as possible:

Online – at

www.barclaycard.co.uk/epay
Log in using your card number, surname, postcode and date of birth

By phone – using you own bank's telephone banking service

Via the Barclaycard app – available for iOS and Android phones, you can make a payment on the go. Download it from your app store

By debit card or Direct Debit – just call 0800 161 5205 with your card to hand to make a payment or set up a Direct Debit. We're open 8am - 9pm Monday - Friday, 9am - 9pm Saturday and 9am - 9pm Sunday

By Standing Order – or you can pay at any Barclays branch, quoting sort code 20 04 15, account number 38290008 and your card number as a reference

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M 000188 000234 BBV2150A 8009700CJ00009 33300 9610916515

Mr PM Yates



Barclaycard
PO Box 9132
Leicester
LE18 9DF

Phone : 0800 161 5258
Fax : 0300 020 0106

2 October 2020
BBC3CL v1.4

Account Number [REDACTED] 9008
Outstanding Balance : £856.95
Credit Limit : £800.00

Payment Due

£84.05

Your Barclaycard account is overdue

Dear Mr Yates

As you've now missed three payments on your Barclaycard account, we need to let you know what happens next.

These missed payments will have a negative impact on your credit rating and could make it harder for you to get credit in the future. If you're worried about this and want to stop further impact to your credit rating, please get in touch.

We still want to see if there's a way we can help – so please call us on **0800 161 5258** as soon as possible and we'll do our best to find a solution that works for you. If you've already made a payment or spoken to us, please accept our thanks and ignore the rest of this letter.

What happens next?

- As your account is overdue, you won't be able to use your card – but if you can bring your account up to date (including being within your credit limit), you may be able to use your card again.
- If you miss another payment or you don't get in touch with us to make an arrangement, your card will be permanently cancelled
- While you're overdue with your payments and in arrears on your account, we won't charge you any further late payment fees, but you'll still continue to incur interest charges
- Please contact us so we can work with you to find a solution

If you can make a payment, please do so as soon as possible:

Online - at www.barclaycard.co.uk/epay
Log in using your card number, surname, postcode and date of birth

By phone - using your own bank's telephone banking service

Via the Barclaycard app - available for iOS and Android phones, you can make a payment on the go. Download it from your app store

By debit card or Direct Debit - just call 0800 161 5258 with your card to hand to make a payment or set up a Direct Debit. We're open 8am - 9pm Monday - Friday and 9am - 4pm Saturday

By Standing Order - or you can pay at any Barclays branch, quoting sort code 20 04 15, account number 38290008 and your card number as a reference

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Calls may be monitored or recorded in order to maintain high levels of security and quality of service. Calls to 0800 and 0808 numbers are free from UK landlines. Mobile charges may vary.

M 000188 BBV2150A 1 of 1



M 000184 000226 BBV2426A 8009700DK00010 33300 9610970931

Mr PM Yates
[Redacted]
[Redacted]



Barclaycard
PO Box 9132
Leicester
LE18 9DF

Phone : 0800 161 5206
Fax : 0300 020 0106

3 November 2020
BBC4CL v2.3

Account Number [Redacted] 9008
Outstanding Balance : £877.48
Credit Limit : £800.00

Payment Due

£110.37

Your account is overdue – please get in touch straight away

Dear Mr Yates

While you're overdue with your payments and in arrears on your account, we won't charge you any further late payment fees, but you'll still continue to incur interest charges.

Also, each time you miss a payment, we'll register this with the Credit Reference Agencies, which will affect your credit rating and make it harder for you to get credit in the future.

You need to get in touch with us so that we can try to help you repay what you owe and reduce any further impact on your credit rating. (If you've made a payment in the last few days, please let us know as soon as possible by calling 0800 161 5206).

What are my options?

If you're struggling to make a payment, there are a number of ways we can help. For example, a **repayment arrangement** could be set up to help clear the arrears on your account. We'll do our best to find a solution that works for you.

So please call us on 0800 161 5206.

What happens next?

- If you keep missing your monthly payments, we'll send you a **Default Notice**. This is a formal notice that gives you 28 days to fully clear any outstanding arrears or call us to agree a way forward

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If you can make a payment, please do so as soon as possible:

Online - at www.barclaycard.co.uk/epay
Log in using your card number, surname, postcode and date of birth

By phone - using your own bank's telephone banking service

Via the Barclaycard app - available for iOS and Android phones, you can make a payment on the go. Download it from your app store

By debit card or Direct Debit - just call 0800 161 5206 with your card to hand to make a payment or set up a Direct Debit. We're open 8am - 9pm Monday - Friday and 9am - 4pm Saturday

By Standing Order - or you can pay at any Barclays branch, quoting sort code 20 04 15, account number 38290008 and your card number as a reference



M 000221 000315 BBV2714A 8009700DL00011 33300 9210063103

Mr PM Yates



BARCLAYS

Barclaycard
PO Box 9132
Leicester
LE18 9DF

Phone : 0800 161 5206
Fax : 0300 020 0106

3 December 2020
BBC5CL v2.0

Account Number [redacted] 9008
Outstanding Balance : £896.53
Credit Limit : £800.00

Arrears Due
£138.36

Your account is overdue – we need to speak to you urgently

Dear Mr Yates

We've been trying to contact you for several months, but haven't been able to reach a suitable repayment arrangement with you. As your account is still overdue, we need to let you know what will happen if you don't make a payment or get in touch with us.

If you've already made a payment please call us on **0800 161 5206** as soon as possible to prevent any further action from being taken.

What happens next?

Unless you pay all of the arrears due or get in touch with us urgently, we'll send you a Default Notice.

This is a formal notice that gives you 28 days to fully clear any outstanding arrears or call us to agree a way forward. If you don't do this, we'll register a Default with the Credit Reference Agencies.

The Default will stay on your credit file for six years and may make it harder for you to get credit during this time. We've included more information about what this means and where you can get free, impartial and confidential advice.

What are my options?

If you're struggling to make a payment, there are a number of ways we can help. For example, a **repayment arrangement** could be set up to help clear the arrears on your account. We'll do our best to find a solution that works

If you can make a payment, please do so as soon as possible:
Online - at www.barclaycard.co.uk/epay
Log in using your card number, surname, postcode and date of birth

By phone - using your own bank's telephone banking service

Via the Barclaycard app - available for iOS and Android phones, you can make a payment on the go. Download it from your app store

By debit card or Direct Debit - just call 0800 161 5206 with your card to hand to make a payment or set up a Direct Debit. We're open 8am - 9pm Monday - Friday and 9am - 4pm Saturday

By Standing Order - or you can pay at any Barclays branch, quoting sort code 20 04 15, account number 38290008 and your card number as a reference

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Calls may be monitored or recorded in order to maintain high levels of security and quality of service. Calls to 0800 and 0808 numbers are free from UK landlines. Mobile charges may vary.



J31AC902J27UAA00300004600100190500000



Barclaycard, Customer Relations
PO Box 9131
51 Saffron Road
Leicester
LE18 9DE

Mr Paul Yates



Tel: 0800 068 0125*



Our reference: CRHVYRBB6G

09 December 2020

Dear Mr Yates

We've received your complaint and we're looking into it for you

Thank you for taking the time to contact us. We're sorry you've had cause to complain. We're looking into your complaint and we'll come back to you as quickly as we can – no later than 19 December 2020.

You can find more information on how we handle complaints at www.barclaycard.co.uk/personal/complaints.

In the meantime, if you need to ask or tell us anything else, please call us on the number above. We'll do all we can to help.

Yours sincerely

Your Barclaycard Team

To receive a copy of this letter in Braille, large print or audio, please call 0800 161 5326* (via Text Relay or Next Generation Text Relay if required). Visit barclaycard.co.uk/accessibility for more ways to contact us including SignVideo calls for BSL users.

*Calls to 0800 numbers are free from UK land lines and personal mobiles. Otherwise call charges may apply. Please check with your service provider. To maintain a quality service, we may monitor or record phone calls.

M32AC909A1A

023AC909R00

Page 1 of 2 / 000044 / 000002



Customer Relations
Leicester
LE87 2BB

Tel: 0800 282 390*

Mr Paul Michael Yates
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Our reference: CRHVYRBB6G

18 December 2020

Dear Mr Yates

We're sorry for the delay, we're still looking into your complaint

When we wrote to you on 09 December 2020, we promised to provide an update by 19 December 2020. Unfortunately, we're still investigating your complaint and we're not yet in a position to share our findings.

Your options

Our investigations are taking longer than we expected and you now have the right to ask the Financial Ombudsman Service for an independent review. The enclosed leaflet tells you about how the Ombudsman can help and also includes their contact details.

You can also find more information on their website www.financial-ombudsman.org.uk.

Thank you for your continued patience while we conclude our investigation. We'll be in touch again by 08 January 2021.

If you'd like to discuss your complaint, please contact us on the number below.

Yours sincerely

Emma Cavanagh
Customer Service Associate
Tel: 0800 282 390 (UK-only Freephone number from landlines)
Tel: 0044 2071 167488 (from outside the UK)

Enclosed: Financial Ombudsman Service leaflet



M 000261 000348 B5V2984A B009700GA00012 33300 9210115874

Mr PM Yates
[REDACTED]



Barclaycard
PO Box 9132
Leicester
LE18 9DF

Phone : 0800 161 5258
Fax : 0300 020 0106

6 January 2021

BBCDFN/3.0

IMPORTANT – YOU SHOULD READ THIS CAREFULLY
Default Notice served under section 87(1) of the Consumer Credit Act 1974

Creditor :Barclays Bank UK PLC, 1 Churchill Place, London E14 5HP
Amount Due :£164.80
Account Number 9008

Dear Mr Yates

Even though you have been sent letters requesting payment from Barclaycard recently, you are still behind with the payments on your account.

Under the terms of your agreement with Barclaycard Condition 1 states that you must make at least the minimum payment each month by the date shown on your monthly statement. As you have missed a number of payments and your account is still overdue, you have now broken this agreement.

What you must do to bring your account into order:

You must make a payment of £164.80 so that it reaches your account before 6 February 2021.

If you find that you cannot pay, you must call for help immediately on 0800 161 5258, we are open 8am - 9pm Monday - Friday and 9am - 4pm Saturday.

Please be aware, we are legally obliged to inform you of the following statutory information:

IF THE ACTION REQUIRED BY THIS NOTICE IS TAKEN BEFORE THE DATE SHOWN, NO FURTHER ENFORCEMENT ACTION WILL BE TAKEN IN RESPECT OF THE BREACH.

IF YOU DO NOT TAKE THE ACTION REQUIRED BY THIS NOTICE BEFORE THE DATE SHOWN THEN FURTHER ACTION SET OUT BELOW MAY BE TAKEN AGAINST YOU:

- Your account will be closed. If this happens you will still be required to repay the outstanding balance.
- We will send you a formal demand. This will ask for repayment of the whole balance. If you do not pay this, we may take further action to recover the balance in full.
- Details of this default on your account will be registered with credit reference agencies, which could make it harder for you to get credit in the future.

IF YOU HAVE DIFFICULTY IN PAYING ANY SUM OWING UNDER THE AGREEMENT OR TAKING ANY OTHER ACTION REQUIRED BY THIS NOTICE, YOU CAN APPLY TO THE COURT WHICH MAY MAKE AN ORDER ALLOWING YOU OR ANY SURETY MORE TIME

Calls may be monitored or recorded in order to maintain high levels of security and quality of service. Calls to 0800 and 0808 numbers are free from UK landlines. Mobile charges may vary.
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M 000292 000349 BBV2241A 8009700CB00011 33300 9210162808

Mr PM Yates



Barclaycard
PO Box 9132
Leicester
LE18 9DF

Phone : 0800 161 5206
Fax : 0300 020 0106

2 February 2021

CONT10/1.3

Account Number [REDACTED] 9008
Outstanding balance : £938.71

Dear Mr Yates

Thank you for contacting us.

Please will you call this office as soon as possible to discuss the matter further, quoting reference number 4929123197979008.

We look forward to hearing from you shortly.

Kind regards

Your Barclaycard Team

This information is available in large print, Braille or audio format by calling 0800 161 5207

Calls to 0800 and 0808 numbers are free from UK landlines and personal mobiles, otherwise call charges may apply. Please check with your service provider. Calls may be monitored or recorded in order to maintain high levels of security and quality of service.



M 000446 000532 BBV2435A 6009700ZB00014 33300 9210202957

Mr PM Yates
[REDACTED]

Barclaycard
PO Box 9132
Leicester
LE18 9DF

Phone : 0800 161 5207
Fax : 0300 020 0106



25 February 2021

IDFD02/1.2

ACCOUNT NUMBER [REDACTED] 9008
OUTSTANDING BALANCE : £938.71

A Default has been registered on your account – you now need to pay your balance in full

Dear Mr Yates

We previously sent you a Default Notice asking you to make a payment or get in touch with us to make a formal arrangement. As this hasn't happened, we've registered a Default with the Credit Reference Agencies and you'll now need to pay your outstanding balance in full. We've explained more about what this means below.

We may still be able to offer you a reduced payment option so please call us urgently on **0800 161 5207** and we'll do our best to agree a solution that works for you.

Things you need to know:

- Your account has now been closed and passed to our Recoveries team. This means we'll no longer send you monthly statements
- The Default will stay on your credit file for six years – making it harder for you to get credit during this time
- If you had Payment Protection Insurance, it has been cancelled and we won't collect further premiums from your account

If you don't pay your full outstanding balance, our Recoveries team may decide to pass your account to an external Debt Collection Agency. These companies specialise in dealing with accounts that are in long-term arrears (where payments aren't being made at all, or where reduced payments are being made).

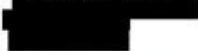
We use Debt Collection Agencies in the following ways:

- A Debt Collection Agency will make contact with you to discuss your account and will collect payments on our behalf
- Or we transfer your debt to a Debt Collection Agency and they collect the full amount back from you



DM/351328455

MR PAUL YATES



144652410100010
3877A333



WESCOT Reference: DM/351328455
BARCLAYCARD Reference:
9008
BALANCE: £938.71

10/03/2021

Dear MR PAUL YATES,

Your Barclaycard account has now been passed to Wescot Credit Services Ltd to manage your account on our behalf. However we understand that these are uncertain times and you may be worried about the impact of COVID-19 on your health and finances.

Wescot Credit Services Ltd will be able to help. They will be available to listen to any challenges you may be facing that have, or are likely to impact your financial situation. They can offer a wide range of options for repayment that are tailored to your individual circumstances.

You may have previously been on a repayment plan with Barclaycard that you have been unable to maintain. Wescot Credit Services Ltd will be contacting you shortly by phone and / or letter to support you and provide an affordable and appropriate solution to repayment of the balance outstanding on your account.

Wescot Credit Services Ltd
P.O. Box 137
Hull
HU2 8HF

Telephone: 01482 484602
Email: contactus@wescot.co.uk
Website: www.paywescot.co.uk

Opening hours:
Mon-Fri 8am – 9pm
Sat 8am – 4pm
Sun 9am – 4pm

There are also a number of organisations that offer free money and debt advice which can be found on the reverse of this letter.

Please ensure that in all communication you quote the above reference numbers to enable Wescot Credit Services Ltd to locate your account.

Yours faithfully,

Mark Gregory
Senior Supplier Manager

CALLS MAY BE MONITORED OR RECORDED IN ORDER TO TO
MAINTAIN HIGH LEVELS OF SECURITY AND QUALITY OF SERVICE.

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Authority and the Prudential Regulation Authority (Financial
Services Register number 759676). Registered in England. Registered No.
9740322. Registered Office: 1 Churchill Place, London E14 5HP.
Barclays Bank UK PLC adheres to The Standards of Lending
Practice which are monitored and enforced by the LSB.
www.lendingstandardsboard.org.uk

WCS101_100321_1446524_MACHINE387775816d7

00211 TRD



Barclaycard, Customer Relations
PO Box 9131
51 Saffron Road
Leicester
LE18 9DE

Mr Paul Michael Yates
[REDACTED]
[REDACTED]
[REDACTED]

Tel: 0800 068 0125*

Our reference: CRHVYRBB6G

16 March 2021

Dear Mr Yates

Firstly, I'm sorry you have had reason to complain and for the delay in our response. I'll explain what I've found and the next steps in this letter.

I've carefully considered your complaint and the issues you have raised in relation to not receiving a reply to correspondence you have sent. Unfortunately, I'm unable to support your complaint as I have been unable to evidence that we have received the letter you sent.

Let's take a look at what happened

Having fully reviewed your account, I understand you are unhappy as you have written to Barclays Chief Operating Officer in September 2020 and did not receive a response.

Unfortunately, I have been unable to locate any letters you have sent to us in September 2020. I'm sorry for any inconvenience this may cause you.

I can see you have spoken to several of my colleagues and declined to discuss your account or the issues you have raised in your letter. You have also stated that you have proof this letter was signed for and can resend it again at a cost of £55.00.

If you would like to forward me a copy of the letter you sent in September 2020, I will be happy to look into this further for you.

If you have any further questions, please do not hesitate to contact me.

If you're still not happy

You have the right to refer your complaint to the Financial Ombudsman Service, free of charge - but you must do so within six months of the date of this letter.



01482 484603



contactus@wescot.co.uk



www.wescot.co.uk
www.paywescot.co.uk

Mon-Fri : 8am - 9pm
Saturday: 8am - 4pm
Sunday : 9am - 4pm



PO Box 137
Hull
HU2 8HF

Wescot



36/0000278/A/333
MR PAUL YATES



Important: Notice of Debt Collection

Please read the front and back of this letter carefully

16 March 2021

Dear MR PAUL YATES,

Wescot is a specialist debt collection agency and we have been instructed by our client Barclaycard to make contact with you to discuss the outstanding balance on this account and the repayment options available based on your personal circumstances. These include:

Paying the debt in full;

You can also do this without talking to us at www.paywescot.co.uk

Contacting us to agree an affordable repayment plan;

We can discuss the different ways you can pay and how often you can make repayments.

By contacting us you will be able to take control of this issue and we will base any repayment arrangement on what is affordable to you. The additional benefits of contacting us and agreeing a way forward are:

- ✓ You will not receive any further debt collection letters or calls from us regarding this account
- ✓ While your account is with us you will not incur interest or fees
- ✓ You will be taking positive steps that might improve your credit rating

It is essential you contact us within the next 10 days to resolve this matter and prevent further recovery action as detailed in the box above. You can do this using the details at the top of this letter.

If you need free and impartial debt advice regarding your financial circumstances the reverse of this letter contains details of organisations which may be able to help.

Yours sincerely

Wescot Credit Services Ltd

Your Wescot Account

Wescot reference number:

351328455

Please provide this number when you contact us

Working on behalf of

Barclaycard

Reference number:

9008

Balance owed

£938.71

01 482 484603/0000278/3

01 482 484603

Registered in Scotland:
No.SC084131

Wescot is authorised and regulated by the Financial Conduct Authority
Please note calls may be recorded for training and monitoring purposes

Registered Office:
Kyleshill House
Glencairn St
Saltcoats
KA21 5JT



Barclaycard Executive Office
Barclaycard House
Massey Road
Stockton on Tees
TS17 6EX

Mr Paul Michael Yates
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Tel: 0800 056 1487*

Our reference: CRHVYRBB6G

12 April 2021

Dear Mr Yates

I'm sorry you've had to raise a complaint about the poor service you've received. I understand you wrote to our former CEO, Barry Rodrigues on 2 September 2020. However, you didn't receive a reply to your letter. Thank you for taking the time to speak with me.

I attempted to investigate your concerns over the poor service you received. However, you were unable to provide the further information I required. Without these details I was unable to further address why your letter wasn't responded to. As such, I cannot support your complaint.

Lack of response to your letter

I asked you to provide me with a copy of your postal receipt, or the tracking reference number so I could address this further. You declined to provide either piece of information unless I agreed to cover your £55 administration fee. I didn't agree to this.

Should you wish to provide this at a later date, we'll happily look into this point further. Please note, we won't cover an administration charge for providing these details.

Points raised in your letter to Barry

You've outlined ten quotes concerning the financial sector and the creation of credit. You've asked Barry to either confirm or deny the truth of those statements.

We wouldn't provide a position on statements made by third party individuals.

You went on to provide definitions of 'Security' from the Consumer Credit Act (1974) and Stroud's Judicial Dictionary (fifth edition, 1986). You then asked 16 questions concerning Security Instruments and their relation to your Barclaycard.

“We’ve noticed that your payment is a few days late...perhaps this is an oversight.”

That’s the proper way to conduct business – assume an oversight in your reminder before rushing headlong to the insurance claim. Also note the soft notice that the account has been blocked from use.

After several attempts at calling and failing to properly identify themselves and get me through their security process, the next letter arrives requesting that I call them to discuss the account. They also give up a little bit of crucial info here when they state that each time a payment is missed they register it with the credit file agency. I mailed my letter the same day.

The next letter they send is just a different way of saying the account is overdue.

As is the next.

Finally they acknowledge my letter but have difficulty with reading as they call it a complaint. Nine days later they again write to state that they’re “still looking into my complaint” and aren’t in a position to share their findings. Hmmnnnn I wonder why?

And then in fully-admitted knowledge of the contents of my letter they send a default notice.

A month later they again write to thank me for my letter and request that I call their office.

Remember at this point there’s zero legal obligation for me to speak to them about anything because? Yes, because they still haven’t responded in substance to my first letter.

It must be causing some discomfort because they issue another default notice, clearly showing that they’ve not taken it seriously. I know it’s all automated but they could and should have stopped every automatic process by this time as they’re in default and the matter is very serious.

So their next communication is to advise me that Wescot (DCA) will now be handling this account on their behalf. What? What happened to ‘we’re still

looking into the matter'? I sent the second template letter at this point, stating my concerns over their inability to respond appropriately as well as restating the original letter.

I received a response two days later. It was spectacular! After apologising for their tardiness in replying to my first letter, they went on to state that they didn't receive it!

The first letter.

The one they were prevaricating over as to how to respond. The one they twice referred to as a complaint! This is comedy gold!

So Wescot introduce themselves next and that's just more kindling as far as I'm concerned. No assignment notice = no contact.

And then another letter came from Barclays stating that they couldn't uphold my complaint - yes, the complaint I never made and that they hadn't received. So after asking me to mail the whole thing to them again – something I was happy to do but that it would carry a charge for my time and energy in correcting their mistake in losing the first one, keep ALL your mailing receipts for this purpose, they declined to compensate me for my time and efforts, so guess what? It didn't get sent. In this letter they also cited the quotes and questions I'd asked but declined to comment. They were obviously reading from the second letter. Then the letter ended abruptly as if there were more pages to come but hadn't been included. They're probably still on the office floor just below that very busy printer!

If ever there was a clear attempt at subterfuge.

I left it there and waited to see what the next round would bring. That was nine months ago. People have conceived and delivered babies in this time and they can't even get a letter of response out. I've heard nothing from Barclays OR Wescot and obviously the longer they leave it the more they risk losing proximity. Current communication.

The take away from this case is not to underestimate the power of questioning in a properly served letter as well as the ability of the bank to obfuscate and confuse the issue in order to get to their prize.

Chapter Ten

Case Study

Capital One



Capital One, PO Box 5283, Nottingham, NG2 9HD



003303
MR PAUL YATES

Tel: 03444 812 812

Date: 21/04/2020

Account Number: **** * 6567
Account ID: 11167815

Dear MR PAUL YATES

We can't send you emails about your account anymore.

We want to let you know that your latest Statement is available to view online. Log into your account at www.capitalone.co.uk to see it. Your Statement includes a Notice of Default Sums.

We'd usually send you an email to let you know, but we won't be able to do that anymore as it looks like you've not opened a Capital One email recently. This means we may have to switch you back to paper statements and we will no longer send you important updates by email - like payment information, statement ready emails and updates about your account.

To stay paperless and start receiving account specific information by email again, just open one of our emails - you'll know it's from us as you'll see Capital One as the sender in your inbox, don't forget to check your Deleted, Trash and Junk folders. It's easy to let us know - just send us a secure message through our website to confirm your email address or call us. No other action is required, it should just take a minute and then you'll be kept up-to-date with everything about your account.

Thanks for being a Capital One customer,

Darren Carlile
Head of Customer Operations

(* Please note Capital One's working days are Monday-Friday excluding bank holidays)

If you're deaf or hard of hearing and use a textphone, you can contact us through the Next Generation Text Service on 18001 03444 818 852

(*Calls may be recorded/monitored for training purposes.)

Authorised and regulated by the Financial Conduct Authority.

* A registered mark of Capital One
Capital One (Europe) plc: Registered Office Trent House, Station Street, Nottingham, NG2 3HX
Registered in England and Wales: Company Number 3879023. VAT Registration Number 690 68



Account Number:
5460 XXXX XXXX6567

Date:
07/05/2020



000365
Mr Paul Yates



We've set up your payment holiday

Dear Paul,

Thanks for letting us know that you're having difficulty making payments to your account because of the ongoing coronavirus situation.

To help, we're giving you a payment holiday for the next three months. Starting from the date of this letter.

During this time

- You don't need to make any payments
- We'll still charge interest, which means your balance will increase
- We won't charge late payment or overlimit fees
- You'll still get statements, but your minimum payment will show as £0
- We'll still send you important information as legally required

You can use your card during a payment holiday

As long as your account is up-to-date when you set up a payment holiday, you can use your card as normal.

If you spend, your minimum payment will go up

If you use your card, your minimum payment will be higher at the end of your payment holiday. This means it will take longer to pay off your balance and could make it more difficult to keep up with payments.

You should also know:

- Any payments you can make will help reduce your balance and mean you'll pay less in the long run
- If you pay by Direct Debit, we will pause it
- If you pay by standing order, you'll need to cancel it
- We won't report your payment holiday to credit reference agencies

We'll be in touch before the payment holiday ends. At this point, you should go back to making the minimum payment shown on your monthly statement.

This payment holiday only applies to the account number at the top of this letter. If you have more than one account with us, you'll need to arrange a payment holiday for each account separately (if you haven't already done so).



Capital One, PO Box 5282, Nottingham, NG2 3YH



003062

33300

Tel: 0800 952 4966

Mr Paul Yates



Date: 25/08/2020
Account No: **** * 6567
Account ID: 0001167815
Balance: £481.27
Credit Limit: £450.00

Dear Mr Yates,

Following our recent interaction, we have changed the way that we contact you and have updated our records with this.

It is important we understand your circumstances so we can agree a way to help you bring your account up to date. If your account remains behind with payments or above the credit limit, we will contact you in writing until your account is brought up to date.

Could a payment plan help?

If you're having difficulty making payments, it may be possible for us to set up a payment plan that takes into account your circumstances and what you can afford to pay.

It may be that you are experiencing short term financial difficulties and just need a bit of help to catch up. Alternatively, your situation may be longer term, in which case we can look at spreading your payments over a longer period of time. Either way, we want to work with you to find the solution that is best for you.

Whatever your situation, we'll find a solution that's right for you. You can call our helpful team on 0800 952 4966 Monday to Friday 8am-9pm, Saturday and Sunday 8am-6pm. Alternatively, you can write to us at the address shown above.

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Capital One (Europe) plc: Registered Office: Trent House, Station Street, Nottingham, NG2 3H
Registered in England and Wales: Company Number 3879023. VAT Registration Number 690

090066

11



Capital One, PO Box 5283, Nottingham, NG2 3YG.



000365
MR PAUL YATES



TEL: 03444 812 812*

REF: ERC/JC/15-009150592

Date: 11 September 2020

Dear MR PAUL YATES,

Account No [REDACTED] **6567**

Thank you for getting in touch. Lucy has passed your letter on and asked that I look into your query for you.

Either myself or Holly Ford will be in touch shortly. We'll aim to respond as soon as possible but please be aware, this can take up to 10 working days.

In the meantime, if you have any other questions or concerns, please don't hesitate to get in touch. You can reach me by calling me directly on 0333 0000 070 and my extension number is 12219.

Yours sincerely

Darren Carlile
Head of Customer Operations



Capital One, PO Box 5283, Nottingham, NG2 3YG.



000309
MR PAUL YATES

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

TEL: 03444 812 812*

REF: ERC/JC/15-009157961

Date: 16 September 2020

Dear MR PAUL YATES,

Account No [REDACTED] 6567

Thank you for getting in touch and for your patience while I looked into your query.

I understand you've raised several questions regarding the validity of your account and I can confirm, you currently have an outstanding balance of £481.27.

We note that a number of your queries relate to security instruments and we can confirm that as the credit agreement you hold with Capital One is an unsecured credit facility, security instruments are not utilised.

It appears that a number of your queries relate to the terms of your credit agreement as well as the outstanding balance and how this has been calculated, so I've arranged to have a copy of your Credit Card Agreement to be sent to you by post for you to review, as I feel this will answer many of your questions.

As you've also mentioned payments you've previously made, I've also sent you copies of your statements since your account was opened on 31 October 2018. If you have any queries following your review of these documents please do not hesitate to contact us.



004108
Mr Paul Yates



MAKE A PAYMENT TO GET BACK ON TRACK

ACCOUNT NUMBER

5460 XXXX XXXX 6567

DATE OF LETTER

01/10/2020

Dear Paul,

We've seen that you've recently **missed a payment** and we wondered if you needed any help. **Call us on 0800 952 4966 now to pay £55.63** and get back on track or, if you're having difficulty paying, we can talk about ways to make things easier for you.

You'll soon temporarily lose the use of your card

If you don't make your payment or contact us soon, your card will temporarily stop working. This would help you by stopping your balance from becoming even harder to manage. It's likely you've been charged a late payment fee, and another fee if you're over your credit limit, which will show on your credit file.

Don't let it all add up

Remember, the longer you go without paying or getting the help you need, the more fees and interest you'll owe. So you should do one of the following now:

- **Pay the outstanding £55.63** – If you pay **£85.05** it'll also cover next month's payment
- **Call our support team on 0800 952 4966** – If you need more time, talk to us about what other options you have

We've more information on our website at capitalone.co.uk/strugglingwithmoney

Thanks for being a Capital One customer.

Darren Carlile
Head of Customer Operations

AMOUNT DUE

£55.63

PAY TODAY

0800 952 4966*

£55.63 includes your missed payments and any overlimit amount (which is due immediately). If you've already paid, then please ignore this message.

OTHER WAYS TO PAY



Sign into your online account at capitalone.co.uk



Pay with mobile app
Search in your app store for 'Capital One UK'



Find more ways to pay on the back of this letter

FOR FREE INDEPENDENT ADVICE, CONTACT THESE NON-PROFIT ORGANISATIONS

StepChange Debt Charity
Freephone 0800 138 1111
www.stepchange.org

Citizens Advice
Find your local branch at
www.citizensadvice.org.uk

National Debtline
Freephone 0800 808 4000
www.nationaldebtline.org



002518

Mr Paul Yates



33300



Tel: 0800 952 4966

Date: 21/10/2020
Account Number: **** * 6567
Account ID: 0001167815

Dear Mr Yates,

Notice of Sums in Arrears

This notice, a 'Notice of Sums in Arrears', is designed to let you know that your account isn't up to date. We issue Notice of Sums in Arrears in line with the Consumer Credit Act 1974 when you have missed or failed to pay in full the last 2 contractual minimum payments on your Capital One account as required by the terms of your credit agreement.

This notice provides you with information and is not a demand for payment; we will send you other communications setting out your payment obligations. This notice shows the 2 minimum payments you have missed, any payments you have made during the period covered by the notice and how they have been applied to your account. You should continue to refer to your monthly statements for full details of the status of your account and the payments that are due.

If you've recently paid the missed payments or have arranged to pay them – thank you. If you are on a payment plan or other arrangement then this notice doesn't change your payment plan or arrangement – please just carry on as agreed with us.

There is help and support available from Capital One or independent third parties should you need it to get your account back on track. If you're struggling you can give us a call to discuss what options you have available.

Last 2 missed minimum payments

The following payments are the last 2 minimum payments that were due on your account but were either missed or partially paid:

	Date missed minimum payment became due	Amount payable
1.	15/09/2020	£16.86
2.	16/10/2020	£29.42
		Total: £46.28

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* A registered mark of Capital One
Capital One (Europe) plc: Registered Office: Trent House, Station Street, Nottingham, NG2 3J
Registered in England and Wales Company Number 3879023. VAT Registration Number 650



006390

33300

Mr Paul Yates



TALK TO US IF YOU
**NEED MORE
TIME TO PAY**

ACCOUNT NUMBER

5460*****6567

DATE OF LETTER

29/10/2020

Dear Paul,

We think we can help you through this difficult time with your finances. Firstly, to stop your balance from becoming even harder to manage **we've temporarily stopped your card from working**. Once you get back up to date you'll be able to use it again.

Next we need to hear from you so we can help you find the right solution. We might be able to give you some time to get on top of your finances, if that's all you need.

Get in touch today on 0800 952 4966, our support team is ready to help. Last year we helped over 39,000 people by giving them extra time and we want to help you too.

Give us a call now

Every month you don't pay you'll be charged additional fees and interest, which will increase your debt and make it harder to get back up to date. Taking any of the following steps will help avoid more fees, reduce further damage to your credit score and get your finances back on track:

- **Call our support team on 0800 952 4966** – If you need more time, talk to us about what options could help you, such as spreading your payments over a longer period of time with an affordable short-term payment plan
- **Pay the £79.90 that's outstanding, if you can afford it**

You can also get free, independent advice from the organisations listed below.

We've more information on our website at capitalone.co.uk/strugglingwithmoney

Thanks for being a Capital One customer.

Darren Carille
Head of Customer Operations

NEED EXTRA TIME TO PAY?
CALL US ON
0800 952 4966*

AMOUNT OVERDUE
£79.90

£79.90 includes your missed payments and any overlimit amount (which is due immediately). If you've already paid, then please ignore this message.

IF YOU'RE ABLE TO PAY CALL
0800 952 4966*

OTHER WAYS TO PAY



Sign into your
online account at
capitalone.co.uk



Pay with mobile app
Search in your app store for
'Capital One UK'

FOR FREE INDEPENDENT ADVICE, CONTACT THESE NON-PROFIT ORGANISATIONS

StepChange Debt Charity
Freephone 0800 138 1111
www.stepchange.org

Citizens Advice
Find your local branch at
www.citizensadvice.org.uk

National Debtline
Freephone 0808 808 4000
www.nationaldebtline.org



006152
Mr Paul Yates

33300



TALK TO US ABOUT AN AFFORDABLE PAYMENT PLAN

ACCOUNT NUMBER

5460*****6567

DATE OF LETTER

03/12/2020

Dear Paul,

We'd like you to call us and set up an affordable, personalised payment plan that will get you back up to date by spreading out what you owe.

You're not alone, last year we helped over 160,000 people set up a plan. **We could help you too. Simply give us a call on 0800 052 0242 and together we'll make your payments more affordable.**

Getting back on track

By choosing a payment plan you can get back up to date sooner and stop any more late and overlimit fees building up. It'll also show on your credit file that you're taking steps to fix the situation.

To avoid further fees and any more damage to your credit score you should:

- **Call and ask to spread your payment over a longer period** of time with an affordable, short-term payment plan
- **If you can't pay now but know when you can**, call us and we'll try to give you the time you need
- **If you're not sure what to do** call our support team on 0800 052 0242 and we can help find the right solution for you

We're here to help

If you don't contact us soon to find a payment solution, we'll have to send you notice that you're about to permanently lose the use of your card. If this happens it's likely that you would not regain the use of your card - even if you get back up to date with your payments.

Call our support team to see how we can help or get free independent advice from the organisations listed below.

We've more information on our website at capitalone.co.uk/strugglingwithmoney

Thanks for being a Capital One customer.

Darren Carille
Head of Customer Operations

START YOUR PLAN TODAY

CALL
one of our helpful team on
0800 052 0242

PLAN
They'll help you develop a plan that works for you

BREATHE
easy as you start getting your card back on track

A payment plan will help you avoid **permanently losing the use of your card** and **late payment fees** (plus further fees if you're over your limit). It'll also allow you to pay back what you owe over a longer time. But remember, you'll still be charged interest on your balance.

Without a payment plan you'd need to pay
£105.13
to get back up to date.

£105.13 includes your missed payments and any overlimit amount (which is due immediately) if you've already paid, then please ignore this message.

IF YOU'RE ABLE TO PAY CALL
0800 052 0242

FOR FREE INDEPENDENT ADVICE, CONTACT THESE NON-PROFIT ORGANISATIONS

StepChange Debt Charity
Freephone 0800 138 1111
www.stepchange.org

Citizens Advice
Find your local branch at
www.citizensadvice.org.uk

National Debtline
Freephone 0808 808 4000
www.nationaldebtline.org

Catch up with missed payments by 14 January 2021 Or risk permanently losing the use of your card

002180

002180

Mr Paul Yates

████████████████████
████████████████████
████████████████████
████████████████████



Ref: RESNOT
Account Number:
5460 XXXX XXXX 6567
Date:
17/12/2020

Dear Paul,

We're writing to let you know that your card is suspended, and there's a chance you could permanently lose your card. Because of your missed payments, we think there's a risk you won't be able to pay back what you owe us.

We want to help you find a way to catch up. If we can't set a new payment plan up or you can't make a payment by 14 January 2021, then you risk permanently losing the use of your card.

If you've already got in touch and you're catching up with missed payments, then this notice won't affect that. However, depending on the plan you're on, you could still lose your card.

Here's how we can help

Call us now

Get in touch on **0800 052 0242*** now and we can look at what options are available to you. For example, going on a payment plan. This spreads your missed payment amount over a longer time, making things more affordable.

Catch up in full with a £117.13 payment by 14 January 2021

If you can pay this, it will clear your missed payment amount and bring your account up to date. Remember, you'll have to keep making at least your minimum payment each month. To stay on track, you also need to make the minimum payment from your last statement (which will be due soon).

Before you go for this, you should think about what's affordable to you. Instead of making a one-off payment, you might be better off setting up a payment plan.

Pay £16.86 to delay things until next month by 14 January 2021

This puts a hold on you permanently losing your card for the next month. But you'll get another letter like this if you don't catch up in full in that month. You might be better off setting up a payment plan as you could still get charged late payment fees.



002207

33300

Tel: 0800 952 4966

Mr Paul Yates



Date: 21/12/2020
Account Number: **** * 6567
Account ID: 0001167815

Dear Mr Yates,

Notice of Sums in Arrears

This notice, a 'Notice of Sums in Arrears', is designed to let you know that your account isn't up to date. We issue Notice of Sums in Arrears in line with the Consumer Credit Act 1974 when you have missed or failed to pay in full the last 2 contractual minimum payments on your Capital One account as required by the terms of your credit agreement.

This notice provides you with information and is not a demand for payment; we will send you other communications setting out your payment obligations. This notice shows the 2 minimum payments you have missed, any payments you have made during the period covered by the notice and how they have been applied to your account. You should continue to refer to your monthly statements for full details of the status of your account and the payments that are due.

If you've recently paid the missed payments or have arranged to pay them – thank you. If you are on a payment plan or other arrangement then this notice doesn't change your payment plan or arrangement – please just carry on as agreed with us.

There is help and support available from Capital One or independent third parties should you need it to get your account back on track. If you're struggling you can give us a call to discuss what options you have available.

Last 2 missed minimum payments

The following payments are the last 2 minimum payments that were due on your account but were either missed or partially paid:

	Date missed minimum payment became due	Amount payable
1.	15/11/2020	£29.57
2.	16/12/2020	£30.78
		Total: £60.35

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* A registered mark of Capital One
Capital One (Europe) plc, Registered Office: Trent House, Station Street, Nottingham, NI
Registered in England and Wales Company Number 3879023. VAT Registration Number



Account number:
5460 XXXX XXXX6567

Date:
28/01/2021

006177
Mr Paul Yates

33300



You're about to get a Default Notice

You need to set up a payment plan, make a payment, or call us for more help.

Dear Paul,

We're about to send you an official notice that your account will Default. If your account Defaults it will be closed and the Default will be recorded on your credit file for up to six years. This can make it difficult to get credit in future.

It's really important you take action.

A payment plan can help

If you're struggling to make a payment, we may be able to help you with a payment plan.

This can help by:

- Splitting the amount you owe into smaller, monthly payments
- No late or overlimit fees while you're on the plan
- Showing on your credit file that you're trying to get back on track

You might still be charged interest while you're on a payment plan.

Call us for free on 0344 481 0899

We're open Monday to Friday 8am to 9pm and Saturday and Sunday 8am to 8pm.

You can also set up payment plans in our secure mobile app. Search for 'Capital One' in your app store.

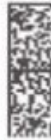


Capital One, PO Box 5282, Nottingham, NG2 3YH



002295
Mr Paul Yates

33300



Tel: 0800 052 0242

Date: 21/01/2021
Account Number: **** * 6567
Account ID: 0001167815
To get back up to date you need to pay: £137.87

**You've permanently lost the use of your card
And your account could default**

Dear Mr Yates,

We're writing to let you know that you've permanently lost the use of your card. This is because of your missed payments and we believe there's a risk you won't be able to pay back what you owe us.

From now, we won't charge any more fees to your account. And you won't be able to use your card.

Your account could default in the next 2 months

If you're already on a payment plan to clear your missed payments, then don't worry your account won't default.

Call us now for help

Get in touch on **0800 052 0242** and talk to us about your situation and needs. We can look at what options are available for you given your circumstances. We'll see if we can help you to stop your account defaulting. For example, going on a payment plan. This spreads your missed payment amount over a longer time, making things more affordable.

Catch up in full with a £137.87 payment

If you can pay this, it will clear your missed payment amount and bring your account up to date. Remember, you'll have to keep making at least your minimum payment each month. To stay on track, you also need to make the minimum payment from your last statement (which will be due soon).

Before you go for this, you should think about what's affordable to you. Instead of making a one-off payment, you might be better off setting up a payment plan.

If you don't call us and your account defaults

A few things happen if you default.

- We will close your account, once your balance is clear.
- A default goes on your credit file. This lasts for 6 years. It could stop you getting approved for things like mobile phone contracts, mortgages and credit cards.

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Capital One (Europe) plc: Registered Office Trent House, Station Street, Nottingham, NG2 3JF
Registered in England and Wales Company Number 3879023. VAT Registration Number 690



002627

Mr Paul Yates



33300



Tel: 0800 952 4966

Date: 16/02/2021
Account Number: **** * 6567
Account ID: 0001167815
Over-limit amount: £157.11

Dear Mr Yates,

IMPORTANT - YOU SHOULD READ THIS CAREFULLY

Notice of Default served under section 87 (1) of the Consumer Credit Act 1974.

You are required to make at least the minimum monthly payment by the date written on your statement under the terms of your credit card agreement with Capital One. You have broken the terms of your credit card agreement by failing to pay us the minimum monthly payments by the date shown on your statement.

If affordable, you must pay us the amount overdue on your account, which is set out above, otherwise your account will default. This payment must reach your Capital One account by 16 March 2021. If you have already told us you cannot afford to pay this, no further action is required but your account will default.

If you've already paid this, thank you. Please ignore this letter.

IF THE ACTION REQUIRED BY THIS NOTICE IS TAKEN BEFORE THE DATE SHOWN NO FURTHER ENFORCEMENT ACTION WILL BE TAKEN IN RESPECT OF THE BREACH.

IF YOU DO NOT TAKE THE ACTION REQUIRED BY THIS NOTICE BEFORE THE DATE SHOWN THEN THE FURTHER ACTION SET OUT BELOW MAY BE TAKEN AGAINST YOU.

- If you have not already done so, you will permanently lose the use of your card. This means you will no longer be able to use your card for any further transactions (including purchases, balance transfers and cash withdrawals)
- We will terminate your account and issue you with a Statement of Default. We may send this to you by post, or by email where we hold a valid email address. You will have to pay the whole balance immediately. We may add any reasonable costs we incur recovering the amount owed
- We will notify the credit reference agencies that you have defaulted on your agreement; this may affect your ability to obtain credit from other lenders. The default will be registered with Experian, Equifax and Callcredit. This information is held on your credit file and is shared with other lenders to show how you've managed your financial relationship with us. Lenders can see a record of your payment history and if you have a bad payment record or court judgments, this information will show for up to six years

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- We may take steps to recover what is owed, which could involve selling the account to a debt purchaser. We reserve the right to take alternative action to recover the full outstanding balance

You should be aware that if we take you to court and get a judgment against you requiring you to pay us the money you owe us under the agreement, you may have to pay us both the amount of the judgment and interest under the agreement on all the sums owed by you at the date of the judgment until you have paid these in full. This means that even if you pay off the whole amount of the judgment, you may still have a further sum to pay.

IF YOU ARE NOT SURE WHAT TO DO, YOU SHOULD GET HELP AS SOON AS POSSIBLE. FOR EXAMPLE YOU SHOULD CONTACT A SOLICITOR, YOUR LOCAL TRADING STANDARDS DEPARTMENT OR YOUR NEAREST CITIZENS' ADVICE BUREAU.

IF YOU HAVE DIFFICULTY IN PAYING ANY SUM OWING UNDER THE AGREEMENT OR TAKING ANY OTHER ACTION REQUIRED BY THIS NOTICE, YOU CAN APPLY TO THE COURT WHICH MAY MAKE AN ORDER ALLOWING YOU OR ANY SURETY MORE TIME.

This notice should include a copy of the current Financial Conduct Authority information sheet on default. This contains important information about your rights and where to go for support and advice. If it is not included, you should contact us to get one.

Glossary

Surety - Anyone that takes responsibility for your debt or guarantees that it will be paid.

Please Note

It is important that you protect your credit rating as it influences your ability to obtain credit or loans, such as a mortgage, mobile phone contract or hire purchase agreements. In addition, some employers are increasingly carrying out credit checks before offering employment.

Do you need independent financial support or advice?

We realise that you may be having financial difficulties and perhaps don't feel able to talk to us. If this is the case, it might be helpful for you to contact a debt management organisation. In your local phone directory, you'll find contact details for services such as the Citizens Advice, StepChange Debt Charity or PayPlan. These organisations do not charge for their services, however some others do.

Important

If you do contact an organisation to help you with your financial situation, you will continue to be solely responsible for your account and payments. We will also continue sending you letters and statements asking you to pay your arrears until we've made a payment agreement.

If you decide to ask an organisation to deal with us on your behalf, you'll need to write to us giving your authority. Your authority would allow us to discuss your account details only; we can't accept instructions to make any changes (eg an address change).



003199

33300

Tel: 0800 952 4966

Mr Paul Yates



Date: 20/02/2021

Account Number: **** * 6567

Account ID: 0001167815

Dear Mr Yates,

Notice of Sums in Arrears

This notice, a 'Notice of Sums in Arrears', is designed to let you know that your account isn't up to date. We issue Notice of Sums in Arrears in line with the Consumer Credit Act 1974 when you have missed or failed to pay in full the last 2 contractual minimum payments on your Capital One account as required by the terms of your credit agreement.

This notice provides you with information and is not a demand for payment; we will send you other communications setting out your payment obligations. This notice shows the 2 minimum payments you have missed, any payments you have made during the period covered by the notice and how they have been applied to your account. You should continue to refer to your monthly statements for full details of the status of your account and the payments that are due.

If you've recently paid the missed payments or have arranged to pay them – thank you. If you are on a payment plan or other arrangement then this notice doesn't change your payment plan or arrangement – please just carry on as agreed with us.

There is help and support available from Capital One or independent third parties should you need it to get your account back on track. If you're struggling you can give us a call to discuss what options you have available.

Last 2 missed minimum payments

The following payments are the last 2 minimum payments that were due on your account but were either missed or partially paid:

	Date missed minimum payment became due	Amount payable
1.	15/01/2021	£31.24
2.	15/02/2021	£32.62
		Total: £63.86

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Registered in England and Wales: Company Number 3879025. VAT Registration Number



Account number:
5460 XXXX XXXX6567

Date:
04/03/2021

006697
Mr Paul Yates

33300



Your account is about to Default

You need to set up a payment plan, make a payment, or call us for more help.

Dear Paul,

We've sent you an official notice that your account is about to Default.

If this happens:

- Your account will be closed and you'll need to pay your full balance
- A Default will be recorded on your credit file for up to six years
- It can make it difficult to get credit in future

But it's not too late to fix.

Your account will Default unless you take one of the actions below; arrange a payment plan or make a payment. If you can't afford either of those, you should call us.

A payment plan can help

If you're struggling to make a payment, we may be able to help you with a payment plan.

This can help by:

- Splitting the amount you owe into smaller, monthly payments
- No late or overlimit fees while you're on the plan
- Showing on your credit file that you're trying to get back on track

You might still be charged interest while you're on a payment plan.

Call us for free on 0344 481 0899

We're open Monday to Friday 8am to 8pm and Saturday and Sunday 8am to 8pm.

You can also set up a payment plan in our secure mobile app. Search for 'Capital One' in your app store.



Capital One, PO Box 5283, Nottingham, NG2 3YG.



000317

MR PAUL YATES

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

TEL: 03444 812 812*

REF: ERC/JC/15-009429972

Date: 8 April 2021

Dear MR PAUL YATES,

Account No [REDACTED] 3567

Thank you for getting in touch.

I'm sorry to hear you didn't receive our letter dated 16 September 2020 and for any frustration this has caused. Please be assured, I've sent you a copy of this letter separately and I trust that this will answer many of your concerns.

In relation to the default applied to your account, this is due to the number of missed payments and will remain on your credit file for 6 years from the date it was applied (20 March 2021).

Your outstanding balance is currently £622.33. To put an arrangement in place to repay this amount, please don't hesitate to call our Collections team on 0800 952 4866*. They're available 8am-9pm Monday to Friday, 8am-6pm on weekends.

If money worries are getting on top of you, free, independent financial advice is available from the following not-for-profit organisations. They offer a range of useful debt advice as well as tools for helping you get a better understanding of your finances from what benefits are available to simple step-by-step guides:

StepChange Debt Charity
Freephone: 0800 138 1111
www.stepchange.org

The National Debtline
Freephone: 0800 808 4000
www.nationaldebtline.co.uk

Citizen's Advice Bureau
Find your local Citizen's Advice Bureau at www.citizensadvice.org.uk

I hope this explains everything but if you have any further questions or concerns please

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Registered in England and Wales: Company Number 3829025. VAT Registration Number GB 586101



Capital One, PO Box 5283, Nottingham, NG2 3YG.



000339

MR PAUL YATES

TEL: 03444 812 812*

REF: ERC/SJ/15-009473149

Date: 27 April 2021

Dear MR PAUL YATES,

Account No [REDACTED] 5567

Thanks for getting in touch. We are glad you have taken the time to contact us and we are sorry our service has not lived up to the standard you expect from us. We also appreciate you allowing us the opportunity to investigate this for you.

We've passed your concerns on to a specialist who will begin to investigate them.

What Happens Next?

The specialist will review your concerns and investigate the matter thoroughly. During this investigation we may need to contact you to gain a better understanding of your concerns, and we will always try to do this by telephone in the first instance.

We aim to deal with your concerns as quickly as we can and will be in touch as soon as possible, with either a full response to your concerns, or to discuss them with you in more detail.

Also, so you know the full process and the next steps, we have attached a leaflet which details how we will be dealing with your concerns. However, in the meantime if you require anything from us then please feel free to get back in touch.

If you're deaf or hard of hearing and use a textphone, you can contact us through the Next Generation Text Service on 18001 03444 818 852

(*Calls may be recorded/monitored for training purposes)

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Registered in England and Wales Company Number 5979023, VAT Registration Number 990 6601 01



Capital One, PO Box 5282, Nottingham, NG2 3YH



002188
Mr Paul Yates

33300

Tel: 0800 952 4966



Date: 27/04/2021
Account Number: **** * 6567
Account ID: 0001167815
Balance: £622.33

Dear Mr Yates,

As you have previously been issued with a default, we would like to inform you that there is an outstanding balance on your account and it is important that you make payments to clear the remaining amount. When your account defaulted, we stopped applying interest and charges so any payments you make will help reduce your outstanding balance.

Your account is currently reporting a default on your credit file, making payments will reduce the outstanding balance and show the account is being paid down. We have listed all payment methods on the enclosed payment leaflet.

It is important that you take one of the following steps today.

1. Contact us to discuss your circumstances and come to an affordable arrangement for payment of your outstanding balance
2. Pay the full outstanding balance
3. Contact an independent organisation who can provide additional support and assist with your finances

If we can't reach an arrangement with you, action may be taken to recover the amount you owe, which may involve selling your account to a debt purchaser. We reserve the right to take alternative action to recover the full outstanding balance.

Contacting Capital One

Please send all future written correspondence to: Capital One, PO Box 5282, Nottingham, NG2 3YH

If you'd like to talk to us, please call our freephone number, 0800 952 4966. We're here Monday to Friday 8am - 9pm and Saturday and Sunday 8am - 6pm.

Additional support

If you require further assistance with your finances, there are organisations that can help you make sure you are getting any benefits you are entitled to and advise you which debts you should treat as a priority.

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Registered in England and Wales Company Number 3879025. VAT Registration Number 69



Capital One, PO Box 5283, Nottingham, NG2 3YG.



000296

TEL: 03444 812 812*

MR PAUL YATES

REF: ERC/PA/15-009502725

Date: 15 May 2021

Dear MR PAUL YATES,

Account No [REDACTED] 567

Thank you for getting in touch with us. We understand you've received a copy of an email belonging to another customer.

You've also raised several points relating to legal issues, which you feel we didn't address in our previous response dated 16 September 2020.

In addition, you've raised concerns about some paragraphs in our previous response. We're sorry you felt that our last response did not answer all of your questions. Since you told us you weren't happy, we've been looking into what happened. Thank you for being so patient while we've been getting to the bottom of it.

Our aim is to make sure you get the best possible service every time. This time we've let you down. Because of that, we've decided to partially uphold your complaint because we've sent you information that contains another individual's data. Partially upholding your complaint means we agree something went wrong. Our explanation and what we're going to do about it, is included in this letter.

Data breach

We're truly sorry for sending you a copy of an email belonging to another customer. We can assure you that this has been fed back, and measures have been taken to ensure that it doesn't happen again.

We acknowledge that you've asked for compensation and whilst we appreciate receiving another customer's information may have been confusing for you and caused you some concern about the security of your own data we do not believe paying compensation is appropriate. When making this decision we have referred to the Financial Ombudsman Service's guidance on compensation for non-financial loss.

We can confirm we have taken the necessary steps to report this breach. Please destroy the copy of the email you received, and let us know once this has been done.

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We've also checked our records, and we don't believe your information has been disclosed to any unauthorised party.

Legal points

In relation to the legal concerns you've raised, our records show that we have provided you with your credit agreement, and a statement of account the reason we provided you with this information is to show how the credit agreement originated along with the terms and conditions, and how the balance accrued as it appeared you were disputing whether you were liable to repay this amount.

We believe your credit agreement is fully compliant with the Consumer Credit (Agreement) Regulations 2010, and remains enforceable.

We note your comments around consideration, and the consideration for you under the contract is the credit limit provided, and Capital One (Europe) Plc's (COEP) consideration is the interest applied, so the credit agreement has all the elements required for a legally binding contract.

In relation to your comments about security instruments, we confirm your loan isn't a secured loan and hasn't been funded by way of securitisation. With regard to your comments about banks and the banking system, we can confirm COEP isn't a bank, we're a credit card provider.

Based on our review, we feel the points above and our response on 16 September 2020, have addressed the legal concerns you've raised.

Content of letter and account status

Thank you for the feedback. We've taken this onboard for improvement in the future. We understand from your letter that you don't want to be reminded of your account information because you're already aware of them.

However, as a business, it's our duty to inform you of the status of your account, and to offer support if needed. For this reason, please be aware that as your account has defaulted with a current balance of £822.33, it could be sold to a debt purchaser as part of our measures to recover the debt.

A default stays on your credit file for 8 years. If you want to give some context to the credit reference agencies, you can add a Notice of Correction to your record.

This could be a short note that provides more background to your circumstances at the time the default was added. It helps credit providers better understand your situation before they lend to you.

Adding a Notice of Correction isn't a guarantee of obtaining credit. To add one, you'll need to contact each of the three credit agencies and follow their simple process:

Experian www.experian.co.uk

Equifax www.equifax.co.uk

TransUnion (formerly Call Credit) www.transunion.co.uk

Support

If money worries are getting on top of you at any point, free, independent financial advice is available from the following non-profit organisations.



Account Number:
5460 XXXX XXXX6567

Date:
02/09/2021

1402021

012468

33300

Mr Paul Yates



You've qualified for a debt settlement

Hi Paul,

We want to help you clear your debt with Capital One, so we're giving you the opportunity to settle the above account for a reduced amount. If you can afford to pay £311.16 we'll clear the rest of the debt from this account. That's a reduction of 50% on your outstanding balance. All you have to do is call us to accept this offer and make the payment.

Call us on **0800 952 4966** to accept this settlement offer

A few things you need to know about the offer

- This offer can only be applied to your account by calling us on **0800 952 4966**. Have this letter handy when you do.
- The settlement amount of £311.16 is based on your balance of £622.33 on 01 September 2021.
- If you're still making payments to this account the settlement amount may change but will always be 50% of your current balance.
- Because your account defaulted within the last six years this settlement will be recorded in your credit file as a partial settlement. You won't owe any more money on the account, but we'll still keep a record of the unpaid balance. Although we won't ask for this remaining balance to be repaid, we could use it towards payment of any claim that may be brought against Capital One in the future.
- If the current status of this account changes it may no longer qualify for this offer.
- You have until 10 November 2021 to accept this offer.

If you can afford to pay and want to accept the offer, or if you have questions and want to discuss your other options, call us on **0800 952 4966**. To see the times when our customer support team is available to take your call, visit capitalone.co.uk/contactus.

Continued on the



Account Number:
5460 XXXX XXXX6567

Date:
08/10/2021

005102

005102

33300

Mr Paul Yates



**You could
still pay off
your Capital
One account**

Hi Paul,

You still have the opportunity to settle your Capital One account for a reduced amount. If you can afford to pay £311.17 we'll clear the rest of the debt from this account. That's a reduction of 50% on your outstanding balance. All you have to do is call us to accept this offer and make the payment.

Call us on 0800 952 4966 to accept this settlement offer

A few things you need to know about the offer

- This offer can only be applied to your account by calling us on **0800 952 4966**. Have this letter handy when you do.
- The settlement amount of £311.17 is based on your balance of £622.33 on 08 October 2021.
- If you're still making payments to this account the settlement amount may change but will always be 50% of your current balance.
- Because your account defaulted within the last six years this settlement will be recorded in your credit file as a partial settlement. You won't owe any more money on the account, but we'll still keep a record of the unpaid balance. Although we won't ask for this remaining balance to be repaid, we could use it towards payment of any claim that may be brought against Capital One in the future.
- If the current status of this account changes it may no longer qualify for this offer.
- You have until 10 November 2021 to accept this offer.

If you can afford to pay and want to accept the offer, or if you have questions and want to discuss your other options, call us on **0800 952 4966**. To see the times when our customer support team is available to take your call, visit capitalone.co.uk/contactus.

With Capital one I requested a payment holiday under the coronavirus imposition primarily because I could. I sent the first template letter during that period to give them a heads up on what would be happening. Darren Carlile must be getting tired of my letters by now. He's been in that job for many years.

So they responded pretty quickly and I was told Lucy or Helen would respond with the answers I sought. They got back to me within the month and sadly dropped a bucket full of incorrect information.

“...and we can confirm that as the credit agreement you hold with Capital One is an unsecured credit facility, security instruments are not utilised.”

So this was a laughter bomb! They seem to be suggesting that Capital One advanced the credit without the need or use of a Security Instrument. That being the case then, they would surely have no problem in providing me with a detailed verification on where the money came from as well as making my agreement available for inspection showing my original signature. Well, as you read on you'll note that it wasn't produced or even offered – because it's gone! Sold long ago. No Security Instrument used eh?

They then sent me a whole stack of kindling that showed nothing and I'm also reasonably certain that sending copies of statements I already have goes 100% nowhere in answering my questions and validating their claim.

Next was a benign reminder that I'd missed payments to the account and a gentle suggestion that they'd soon block the card from use.

Then the obligatory 'Sum in Arrears Notice' arrived. No big deal.

Next they wrote to advise they'd suspended the card but there was still no response in substance to my letter.

They then wrote with a plea for me to call them to discuss the account with another advisory that the card is suspended. The card is suspended again?

Next was another Notice of Sums in Arrears followed by an advisory that the account is about to default. These guys are very relaxed. They clearly know it'll go the distance to the insurance payout and aren't in any hurry to get there. Maybe they remember me?

So they cancel the card and advise that there's a default right around the corner (again). They seem almost reluctant to get on with this business don't they?

And finally the Default Notice. Some good giveaways to be had with this one; "...we will terminate your account and you will be issued with a Statement of Default..." and "we will notify the credit reference agencies that you defaulted on your agreement and this may make obtaining credit in the future difficult."

"The default will be registered with Experian, Equifax and Callcredit", so now we have our targets where they have defamed and attacked our character without due cause. Remember we're still waiting to discuss this matter with them.

"...we may take steps to recover what is owed, which could involve selling the debt to a debt purchaser." – fantastic news! Hopefully they'll do it properly and spend some money on making it official.

And at last, here is the threat with malices.

"You should be aware that if we take you to court and get a judgement against you requiring you to pay us the money you owe us under the agreement, you may have to pay us both the amount of the judgement and interest..."

This is all highly entertaining. They will take me to court on precisely what basis? Will they produce the Agreement for the Judge that I've been asking for? Will they produce the ledger detailing the movement of the credit from their side over to my account? And who will stand for them in court? Is there a man named Capital One? And does he have full material knowledge of the facts of the matter? Was he present when I signed the Agreement? Can they produce this man for my questioning? It's all empty threats but make no mistake, they are threats!

At this point I sent the second template letter.

You guessed it – the Default Notice arrived shortly after. Another one. My fire will burn well this year.

And shortly after it arrived another letter arrived that advised the account would shortly default. How many times? Do these people communicate between offices?

And then out of the blue I received a letter thanking me for my second letter. It didn't attempt to discuss the contents – just acknowledged that they'd received it.

A second acknowledgment letter arrived at the end of that month advising that they would be passing the issue over to a specialist for investigation into my concerns. Now we're talking...a specialist!

Next was another reminder that the account was overdue. Really? I had no idea.

The next communication from them was a stunner! They sent me a letter intended for another customer! It contained his account details including his home address, account balance, and several other sensitive items of information in a blatant data protection breach. I immediately sent them a third letter enclosing a copy of said other customers' letter and my redoubled concerns about the abilities of their staff to do anything correctly. Data breach is a very serious matter these days and here I was holding the smoking gun that they could never work around.

They responded within two days and immediately tried to brush the matter off as an email error. That would've been passable ordinarily but for the fact that I was holding the physical letter they'd sent. I never correspond with banks or DCA's via email; everything is hard copy for obvious reasons.

After their downplaying of that serious breach, they then went on to attempt a deflection of my initial letter. How's that for being all over the place in their communications, but without actually addressing anything in particular? After that they resumed their dialogue about the breach. They referred to my request for compensation but didn't think being compensated for receiving someone else's correspondence was something they'd do. A direct twisting of why I'd requested a fee, and they referred to it as an email again here to reinforce their cover story should the matter ever come back to bite them.

The actual facts in this silly episode were that I'd requested payment for my performing administration duties for them by bringing a serious error to their attention. I pointed out that no one at Capital One worked for free and that I'd done the job of an administrator for them and so should rightly be compensated for my time. I composed a letter, I scanned the evidence, I walked to the post office, and I paid for first class recorded delivery to ensure that they were made

aware of their mistake. Apparently that doesn't warrant being compensated and they didn't even offer thanks. Maybe I should have just reported them to the FCA and let them deal with the fallout? In any case, I'd already had a lot of money from Capital One so couldn't really complain.

So then they jumped back to addressing my initial letter claiming that they provided me with the credit agreement – they didn't, it was a poor photocopy and I had stated clearly that I wanted to see the original unmarked document.

“We believe your credit agreement is fully compliant with the Consumer Credit (Agreement) Regulations 2010, and is fully enforceable.”

I don't ever recall a time when a 'belief' was admissible onto the court record as evidence and I'm 100% sure I didn't ask for any beliefs to be stated in the matter – I just want the facts. And if they are so confident that this alleged debt is 'fully enforceable' why are they messing around sending junk to me? Why not just get this matter into court and let's get the show on?

They then talk about 'consideration' and go on to display a staggering level of misunderstanding about contracts and agreements pertaining to loans and finance. I'm not sure with this response if they really are at that level of knowledge or they're just trying to dazzle me in their headlights thinking I know nothing.

“Based on our review, we feel the points above and our response on the 16th September 2020, have addressed the legal concerns you have raised.”

Nothing they've said, sent or done at this point constitutes anything resembling evidence. They have nothing to bring to the table in this matter and they have demonstrated it in the clearest of terms.

“...It's our duty as a business to offer support if needed.”

So why then would they abandon that duty by continually swerving the issues I've outlined, other than to hide the fact that they're mortally afraid of this scenario reaching the public domain?

Why would there be any need for a DCA if all the bank had to do was take the case to court and enforce the contract they believe they have?

And for their finale they wave a magic wand and mysteriously make half of the debt go away stating that if I clear the bulk of it, they'll take care of the rest. So they're at least admitting half of it doesn't exist so what about the rest? That was five months ago and I've heard nothing since and fully expect to be hearing from an interloper fairly soon. They will in the meantime be recipients of my Affidavit that forces them to recant on all their unreasonable credit file entries. Until the next time we cross swords Mister Darren Carlile.

Chapter Eleven

Case Study

Halifax



5 May 2020

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Mr PM Yates



Collections Centre
PO Box 718
Leeds
LS1 9GB

Freephone: 0808 145 0365
Overseas: +44 808 145 0365

Website: halifax.co.uk

Opening Hours
Monday to Friday: 8.00am to 9.00pm
Saturday: 8.00am to 4.00pm
Sunday: 9.00am to 2.00pm

Our reference: 50006924383/CCFAA01C

Dear Mr Yates

Credit Card ending 0944 Balance £1,605.00 Amount Due £46.07

We haven't received your payment

Your payment for your credit card hasn't reached your account. To bring your account up to date, please make a payment of £46.07. You can find details of the ways you can pay on your statements and on our website.

We may remove any promotional interest rates that apply to your account as you have missed a payment.

Until your account is up to date, please don't try to use your card as it may be declined.

If you've made a payment for the arrears amount since the date of this letter, thank you. To avoid missing future payments, you can change your payment date to when you know you will have money in your account. If you're registered for online banking, you can make the change online, or you can call us using the details above.

Call us if you're struggling to repay

If you can't make the payment for the arrears amount above, please let us know. We can talk through your situation to understand how we can help.

Please make a note of your income each month and how much you spend, including mortgage payments, bills for utilities, living costs, and any payments you make to other companies you owe money to. Having this information to hand when you call will save you time and help us better understand your situation through an affordability assessment.

Managing your future payments

Using a payment method such as a direct debit is a safe and convenient way to make regular payments into your account. You don't need to worry about payments being made on time as they are automatically taken from your chosen account, including any arrears.

If you already have a direct debit set up and your monthly payment was returned, please make sure the account you use has enough money in it when your payment is due.

Payment Protection Cover

If you have Payment Protection Cover on your account and you're unable to make payments because of accident, sickness or unemployment please check if you can make a claim.

It's important to make payments to your account on time. We will cancel your policy should you become three payments in arrears. Please check your payment protection policy document for more information.



7 July 2020

01477224774AA0000002083001002333100

Mr PM Yates



Halifax

Collections Centre
PO Box 718
Leeds
LS1 9GB

Freephone: 0808 145 0365
Overseas: +44 808 145 0365

Website: halifax.co.uk

Opening Hours
Monday to Friday: 8.00am to 9.00pm
Saturday: 8.00am to 4.00pm
Sunday: 9.00am to 2.00pm

Our reference: 50006924383/CCDFN01C

Dear Mr Yates

Credit Card ending 0944 Balance £1,668.87 Arrears £142.73

Default Notice

You have fallen behind with your credit card payments and it's urgent that this is resolved. Please call us to make a payment of £142.73 by 25 July 2020 or to try and agree a suitable way forward.

Your Default Notice

We are required to send you the enclosed Default Notice as your credit card is regulated by the Consumer Credit Act 1974.

Your credit card agreement contains details of the minimum payment you must make each month. You are in breach of your agreement as you failed to pay the due amount and arrears of £142.73 are outstanding.

Call us if you're having difficulty repaying

If you are struggling to make the payment, please let us know. We can talk through your situation to understand how we can help you.

What to expect next if your account continues to be in arrears

If we don't receive payment for the full arrears amount or agree a suitable way forward by 25 July 2020 we will take the following actions:

- we will end our agreement with you, unless you agree an arrangement with us to repay the arrears.
- we will write to you when we end our agreement demanding immediate payment of the total balance owing under the agreement, not just the arrears set out above.
- after we end the agreement we will update your credit file with a default. This information will stay on your file for six years and may affect your ability to borrow money in the future, not just with us, but also with other banks, building societies, mobile phone operators and other credit providers.
- we may take payment from any current or savings account you have with us, including joint accounts. If we do this, we'll write to let you know.
- we may ask a debt collection company to collect the full debt on our behalf.
- we may sell the debt to an external company who may decide to take you to court to recover the debt. If we do sell your debt, we'll make sure the details of your financial circumstances and recent payments you've been making are passed to the relevant company.

Halifax

Page 1 of 4



7 July 2020

Mr PM Yates
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Collections Centre
PO Box 718
Leeds
LS1 9GB

Freephone: 0808 145 0365
Overseas: +44 808 145 0365

Website: halifax.co.uk

Opening Hours

Monday to Friday: 8.00am to 9.00pm
Saturday: 8.00am to 4.00pm
Sunday: 9.00am to 2.00pm

Our reference: 50006924383/CCDFN01C

Credit Card ending 0944 Balance £1,668.87 Arrears £142.73

IMPORTANT – YOU SHOULD READ THIS CAREFULLY

Dear Mr Yates

DEFAULT NOTICE Served under section 87(1) of the Consumer Credit Act 1974

Your credit card agreement states that you must pay the minimum payment each month.

You are in breach as you failed to make payment for the due amount in accordance with your agreement and arrears of £142.73 are now outstanding.

To remedy the breach you must pay us £142.73 into the above account by 25 July 2020.

IF THE ACTION REQUIRED BY THIS NOTICE IS TAKEN BEFORE THE DATE SHOWN NO FURTHER ENFORCEMENT ACTION WILL BE TAKEN IN RESPECT OF THE BREACH.

IF YOU DO NOT TAKE THE ACTION REQUIRED BY THIS NOTICE BEFORE THE DATE SHOWN THEN THE FURTHER ACTION SET OUT BELOW MAY BE TAKEN AGAINST YOU.

- We will end our agreement with you, unless you agree an arrangement with us to repay the arrears.
- We will write to you when we end our agreement demanding immediate payment of the total balance owing under the agreement, not just the arrears set out above.
- If your account conditions allow, we may also transfer money from any other accounts you have with us to reduce the outstanding debt. If we do this, we'll write to let you know.
- We may ask a debt collection company to collect the full debt on our behalf.
- We may sell the debt to an external company who may decide to take you to court to recover the debt. If we do sell your debt, we'll make sure the details of your financial circumstances and recent payments you've been making are passed to the relevant company.

If you haven't done so already, you, and any additional cardholders, must stop using your cards and destroy them safely.

You should be aware that if we take you to court and get a judgment against you requiring you to pay us the money you owe us under the agreement, you may have to pay us both the amount of the judgment and interest under the agreement on all the sums owed by you at the date of the judgment until you have paid these in full. This means that even if you pay off the whole amount of the judgment, you may still have a

06 August 2020



Halifax
Customer Services
PO Box 761
Leeds
LS1 9JF

Mr P Yates
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Telephone: 08000922698
My extension: 1580829

Our reference: **15377325**
Card number: xxxx xxxx xxxx 0944

We've looked into your complaint

Dear Mr Yates

Thanks for getting in touch about your credit card. We haven't been able to talk about this, but I've looked into this for you and based on what we know, we're declining your complaint. I appreciate this may not be what you expected, so I'd like to explain our decision and what you can do next.

Our collections team contacted you to offer assistance

Please be assured we are not adopting any delaying tactics. We have received your letter dated 22 June 2020 about your Halifax credit card but not one dated earlier. I do not have a record of a payment holiday being approved either and as we have not been receiving payments our collections team wrote to you on 13 June 2020.

We would like to review options available to you

I'm sorry you may have experienced delays on our phone lines during the Covid-19 pandemic. We're dealing with a much higher number of calls than usual and our call waiting times are much longer. I appreciate this can be frustrating and we're doing everything we can to improve this. You should be able to call our collections team now and speak to someone.

You can call them free on 0808 145 0362. They can go over your income and expenditure and look at all the options available to help with the account.

You have an agreement to repay the account

I cannot pass judgement or comment on the information you have found about the banking industry or advise further on how our operation works. I can however assure you we are fully regulated in our banking practises.

There is no security instrument deposited or promissory note for you to use to repay this debt. There is however your credit card agreement which confirms your obligations to pay this account. Therefore we do require you to pay this debt to us. Our collections team can work with you on how best to do this.



11 September 2020

01434 02863...AA0000000004001001000

Mr PM Yates

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Collections Centre
PO Box 718
Leeds
LS1 9GB

Freephone: 0808 145 0365
Overseas: +44 808 145 0365

Website: halifax.co.uk

Opening Hours
Monday to Friday: 8.00am to 9.00pm
Saturday: 8.00am to 4.00pm
Sunday: 9.00am to 2.00pm

Our reference: 50006924383/CCSAR05C

Dear Mr Yates

Credit Card ending 0944 Balance £1,668.87 Amount Due £208.89

Please call us if you're unable to pay the full balance

We've sent you a default notice and a formal demand as we have been unable to agree a manageable way for you to repay your arrears. You have not responded to the default notice within the requested time period and we have now terminated your credit agreement and withdrawn your card.

Payment for your full balance is due immediately. If we don't receive the full payment, or agree a way forward, we may instruct a debt collection agency to recover the amount owed.

Please make a payment for the full balance immediately

You can make a payment online if you use online banking, by debit card over the phone or in branch. If you can't pay in full now you need to get in touch using the details above.

If you haven't done so already, you, and any additional cardholders, must stop using your cards immediately. Please cut all cards through the magnetic strip on the back and the chip, and return them to us at the address on the back of this letter. Please also cancel any regular payments from this account.

We can help – please call us today

It's not too late for us to help. We understand that dealing with debt is difficult and we want to help you get your account back on track. Every day we work with customers like you who for many different reasons are struggling to make their repayments.

To allow us to help you as much as we can, we need to talk through your situation and agree a plan to help you make your repayments. If you'd rather not speak to us directly, you can ask us to talk to a friend or family member you trust.

Before you call us, please make a note of your income each month and how much you spend, including mortgage payments, bills for utilities, living costs, and any payments you make to other companies you owe money to. Having this information to hand when you call will save you time and help us better understand your situation through an affordability assessment.

What we'll do next if we don't hear from you

If we don't receive your payment, or work together to agree a way forward, we may instruct a debt collection agency to recover the debt.

Your credit file has been impacted

As your account is in arrears, your credit file has been updated to show this. It's normal for



02 November 2020



J31A83003COMBA0000001515001002333000

MR PAUL MICHAEL YATES



Halifax Card Services
11 Portland Street
MANCHESTER
M1 3HU

Telephone: 0345 9444 555

Dear MR YATES

Our ref: CLD568

Your card number: *****0944

We've reduced your available spend on this account

As a responsible lender we need to make sure we're offering credit to each customer that's right for them and at a level of risk that's right for us. After a review of your account we've decided to reduce the available spend on this account to £231.13 as at the date of this letter.

We can prevent further spend on your account without prior notice under section B1 of your agreement if we believe there is a significantly increased risk of you being unable to repay what you owe us. We have reduced your available spend in order to do this.

What happens next

We will formally reduce your credit limit from £2000.00 to £1900.00 on 06 January 2021 under section B8 of your agreement. To reject this change you can end your agreement by notifying us before the change takes effect, see section B9 of your agreement for details.

Why we're doing this

We review all of our customers' available spend regularly. When we do this we look at spending and payments on their credit card and any other products they may hold with us. We also consider information we receive from credit reference agencies about borrowing held with other companies.

We didn't receive your last minimum payment amount by the due date and your account is overdue by £242.27. This has changed our understanding of the risk of lending to you so we've reduced your available spend to reflect this. We're sorry if our decision causes you any inconvenience.

To discuss this decision

We won't be able to increase the amount of credit available to you if you call, but if you'd like to talk to us about this or need to let us know about a change in your financial circumstances, then please call us on the number above.



Recoveries
PO BOX 66
Rosyth
KY11 2WG

J31ABAC067MUAAC000002569001001000

Mr PM Yates
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Telephone: 0808 145 0370

Date: 9th November 2020

Ref: 19139638936/RFDTL1

Your credit agreement has ended - please make a payment

Account number: [REDACTED] 0944
New reference number: 19139638936
Account balance: £1,668.87
Amount due: £1,668.87

Dear Mr Yates

We've written to you several times and sent you a Default Notice asking you to repay the arrears on your account. You have not brought your account up to date within the time requested and you continue to be in breach of your agreement. Due to this, we have now ended your credit agreement.

Our Recoveries team are now managing your account

We have replaced your account number with the new reference number of 19139638936 and we will use this when contacting you in the future. Please use this reference number when contacting us or making payments.

You can no longer use your credit facility as your account has been blocked. Please cancel any regular payments from this account and destroy the cards safely.

What you need to do next

Please make a payment for the full balance shown above immediately. You can make your payment by debit card using the above telephone number. You no longer have the contractual right to repay your debt by monthly repayments, however if you have agreed a repayment amount with us, you should continue to make these payments until further notice.

What to expect next

If you can't make a payment for the full balance shown, this is what will happen next.

We may ask a debt collection company to collect the full debt on our behalf or we may sell your debt to an external company who may decide to take you to court to recover the debt. If we do sell your debt, we'll make sure the details of your financial circumstances and recent payments are passed to the relevant company.

We, or another company, will be in touch. And you won't need to do anything before you hear from one of us.

Your credit file has been impacted

We will register a default with the credit reference agencies. This information will stay on your credit file for six years and affect your ability to borrow money in the future, not just with us, but also with other banks, building societies, mobile phone operators and other credit providers.

Page 1 of 2



If the debt is settled within six years, the credit reference agencies will record the debt as satisfied. This will not lead to the original default being removed.

You have other options for debt guidance

You can ask for free, independent help about managing your repayments and getting on top of your finances from many debt advice organisations. Some of these services can also speak to us on your behalf if you would prefer not to. These include:

- StepChange Debt Charity: stepchange.org
- National Debtline: nationaldebtline.co.uk
- Your local Citizens Advice: citizensadvice.org.uk

If you have any questions about this letter, please get in touch with us using the details above.

Yours sincerely

A handwritten signature in black ink, appearing to read "J Graham". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

J Graham
Director of Collections and Recoveries

Please note that our telephone lines are open Monday to Friday 8.00am to 7.30pm and Saturday 8.00am to 4.00pm

Calls may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of service.

If you'd like this in another format such as large print, Braille or audio CD, please call us on the number above or write to us at the address above.

If you have a hearing or speech impairment you can contact us using the Next Generation Text (NGT) Service (available 24 hours a day, 7 days a week). If you're Deaf and a BSL user, you can use the SignVideo service available at halifax.co.uk/accessibility/signvideo

us to notify the credit reference agencies in this way. If we don't receive payment for the full amount or agree a repayment plan, we will also register a default with the credit reference agencies. This information would stay on your account for six years and affect your ability to borrow money in the future, not just with us, but also with other banks, building societies, mobile phone operators and other credit providers.

You have other options for debt guidance

You can ask for free, independent help about managing your finances from many free debt advice organisations. Some of these services can also speak to us on your behalf if you would prefer not to. These include

- National Debtline: www.nationaldebtline.org
- StepChange Debt Management: www.stepchange.org
- Your local Citizens Advice Bureau: www.citizensadvice.org.uk

If you have any questions about this letter, please get in touch using the details above.

Yours sincerely



J Graham
Director of Collections and Recoveries

Calls may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of service.

Please contact us on 0808 145 0365 if you'd like this information in an alternative format such as Braille, large print or audio.

If you have a hearing or speech impairment you can contact us using Text Relay (previously Typetalk) on any of our telephone numbers. If you need to be called back and would like us to call you through Text Relay, please tell us when you call.

If you prefer to use BSL then you can use the Sign Video service available on our website: halifax.co.uk/accessibility/signvideo/.

Your credit file has been impacted

As your account is in arrears, your credit file at the credit reference agencies has been updated to show this. It's normal for us to notify the credit reference agencies in this way. If we don't receive payment for the full amount or agree a repayment plan, we will also register a default with the credit reference agencies. This information will stay on your credit file for six years and affect your ability to borrow money in the future, not just with us, but also with other banks, building societies, mobile phone operators and other credit providers.

If the debt is settled then the credit reference agencies will record the debt as satisfied. This will not lead to the original default being removed.

You have other options for debt guidance

You can ask for free, independent help about managing your repayments and getting on top of your finances from many free debt advice organisations. Some of these services can also speak to us on your behalf if you would prefer not to. These include:

- National Debtline: www.nationaldebtline.org
- StepChange Debt Management: www.stepchange.org
- Your local Citizens Advice Bureau: www.citizensadvice.org.uk

If you have any questions about this letter, please get in touch using the details above.

Yours sincerely



J Graham
Director of Collections and Recoveries

Calls may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of service.

Please contact us on 0808 145 0365 if you'd like this information in an alternative format such as Braille, large print or audio.

If you have a hearing or speech impairment you can contact us using Text Relay (previously Typetalk) on any of our telephone numbers. If you need to be called back and would like us to call you through Text Relay, please tell us when you call.

If you prefer to use BSL then you can use the Sign Video service available on our website: halifax.co.uk/accessibility/signvideo/.

We may take payments from other accounts

To reduce the outstanding balance, we may take payment from any current or savings account you have with us, including joint accounts.

If this is a joint account and the other account holder asks why the payment was taken, we will need to explain that the payment was made into your account.

Our next steps if you don't get in touch

If we don't hear from you, or receive a payment for your arrears, we'll continue to try to contact you to agree a way forward.

Your credit file may be impacted

When your account is in arrears, your credit file may be updated to show this. It's normal for us to notify the credit reference agencies in this way. This may affect your ability to borrow money in the future, not just with us, but also with other banks, building societies, mobile phone operators and other credit providers.

Money management tools to help you stay a step ahead

You can register for online banking at halifax.co.uk to get access to your account 24 hours a day, 7 days a week. You can view all of your accounts at any time, check statements, transfer funds, make faster payments and manage direct debits or standing orders.

You can also download our Mobile Banking app to manage your money at anytime, anywhere.


You have other options for debt guidance

You can ask for free, independent help about managing your repayments and getting on top of your finances from many free debt advice organisations. Some of these services can also speak to us on your behalf if you would prefer not to. These include:

- National Debtline: www.nationaldebtline.org
- StepChange Debt Management: www.stepchange.org
- Your local Citizens Advice Bureau: www.citizensadvice.org.uk

We're here to help. If you have questions about this letter, please get in touch using the details above.

Yours sincerely



J Graham
Director of Collections and Recoveries

Calls may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of service.

Please contact us on 0808 145 0365 if you'd like this information in an alternative format such as Braille, large print or audio.

If you have a hearing or speech impairment you can contact us using Text Relay (previously Typetalk) on any of our telephone numbers. If you need to be called back and would like us to call you through Text Relay, please tell us when you call.

If you prefer to use BSL then you can use the Sign Video service available on our website: halifax.co.uk/accessibility/signvideo/.

LC Asset 2 S.à.r.l.

PO BOX 107 Caerphilly CF83 3GG



Private & Confidential

Mr Paul Yates



Reference: 2412152
Account: [REDACTED] 944
Sale Balance: £1,668.87
Bank of Scotland plc

11 January, 2021

Dear Mr Yates

We write to confirm that Bank of Scotland plc has assigned your account to LC Asset 2 S.à.r.l. ("LC Asset 2"), on 18.12.2020 with an outstanding balance of £1,668.87. LC Asset 2 has appointed Link Financial Outsourcing Limited ("Link") to service your account on their behalf.

You can contact Link using the details below:

Link Financial Outsourcing
Limited
PO Box 107
Caerphilly
CF83 3GG

Tel: 0330 135 5254
Email: info@linkfinancial.co.uk
Web: www.linkfinancial.eu

Banking Details: HSBC
Bank Account: : 54192761
Sort Code: 40-05-30

If you are being advised by a Debt Management Company or Insolvency Practitioner, unless you are advised otherwise by them, they will continue to manage your account on your behalf and you should continue to make your payments to them. Please provide them with a copy of this letter.

If your account is subject to a Bankruptcy Order, Link will co-ordinate with the appointed Official Receiver and you do not need to take any further action.

LC Asset 2 and Link are the Data Controllers for your personal data contained in the records of this account 5253031522060944. We take your privacy seriously and will only use your personal information to administer and service your account. Any questions about our data protection policy should be directed to the **Data Protection Officer, PO BOX 107 Caerphilly CF83 3GG**. Full details can be found under the Privacy Notice on Link's Website at www.linkfinancial.eu.

For assistance regarding your finances you can also contact your local Citizens Advice Bureau or telephone Stepchange Debt Charity on 0800 138 1111 both of whom provide free and independent advice.

Yours sincerely

For and on behalf of LC Asset 2



Retail Bank Collections
PO BOX 718,
Leeds,
LS1 9GB

STRICTLY PRIVATE & CONFIDENTIAL

Mr Paul Yates



11 January, 2021

Dear Mr Yates

Reference: HBOS Credit Card

Account Number [REDACTED] 944

We are writing to notify you that Bank of Scotland plc has assigned all of its respective rights, title and interest in respect of the above referenced account (including the outstanding balance) to LC Asset 2 S.à.r.l. ("LC Asset 2"), effective 18/12/2020.

The total balance sold was £1,668.87, as at the date of sale 18/12/2020. Any payments made towards your Bank of Scotland plc account after 18/12/2020 will be forwarded to LC Asset 2 and will be deducted from the balance shown above.

As you are no longer making the agreed repayments, it is important that you contact Link to discuss your intentions regarding your account. Please call on **0330 135 5254**, and one of their Account Officers will be happy to discuss your current circumstances and agree a repayment plan that is fair and affordable to you.

Under the terms of this assignment, and as defined in the Data Protection Legislation, LC Asset 2 and Link Financial Outsourcing Limited are now the Data Controllers of your Personal Data contained in the records of this account 5253031522060944.

The smooth transfer of your account to Link is important to us. So, if you have any questions, please contact Link on the above contact number and they will be pleased to assist. Opening hours are 08:00 to 20:30 Monday to Thursday and 09:00 to 17:00 on Fridays and Saturdays.

Yours sincerely

Jaime Graham
Credit Operations Director



Private & Confidential

Mr Paul Yates

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Balance: £1,668.87
Owed to: LC Asset 2 S.a r.l
Issuer: Bank of Scotland plc
Account Number [REDACTED] 944
Link Ref: 2412152

22 January, 2021

Dear Mr Yates

We write to inform you that the management of your account is being transferred to Moorcroft with immediate effect.

As Moorcroft has now taken over the management of your account you should contact them directly to discuss setting up an affordable payment plan. Moorcroft can be contacted on 0161 475 2920. Their offices are open Monday to Thursdays 7.15am till 9pm, Fridays 7.15am till 7pm and Saturdays 8.30am till 4pm.

Alternatively, if you would like free independent money advice, please contact Stepchange Debt Charity on telephone number 0800 138 1111 or your local Citizens Advice Bureau.

Yours sincerely

For and on behalf of Link Financial Outsourcing Limited



Moorcroft Debt Recovery Limited

P.O. Box No. 17, 2 Spring Gardens, Stockport, SK1 4AJ.

Telephone 0161 475 2920 - Standard Rate from landlines

Fax 0161 - 477 3864.

Visit our website 

WWW.MDRL.CO.UK

MR PAUL YATES



Date : 25/01/21



333

**When contacting us please quote :
Moorcroft Reference
006711724662**

Client Reference : 2412152

Dear MR YATES

Client Name : HALIFAX-OWNED BY LCM

Balance Outstanding : £1668.87

Your account details have been passed to us by HALIFAX-OWNED BY LCM to act as a collection agent and we will now be dealing with your account.

We offer a flexible approach to repaying your account and have different options that suit a wide range of individual circumstances. You may have been unable to find a suitable repayment plan on this account previously and we believe that we can help you repay the account.

If you are experiencing financial difficulty, our staff are fully trained to assist you with your current situation and have a range of options to help. In addition there are also a number of organisations that are able to provide free independent money and debt advice and details of these can be found on the reverse of this letter.

We will be in contact with you in the coming days by letter and / or phone in order to discuss your repayment options in detail.

In the meantime, if you want to contact us you can use any of the methods overleaf including telephone on 0161 475 2920 or visit our website WWW.MDRL.CO.UK.

We must stress that we are aware of the current position regarding Coronavirus and the effect it is having on many people across the country. If you have been impacted either directly or indirectly and are unable to make a payment at this time we would simply ask you to call us so that we can discuss the options available to you.

Yours sincerely,

A.J. Martin
Debt Recovery Manager



For security and quality purposes we may record or monitor telephone calls.

How To Contact Us

Website 

WWW.MDRL.CO.UK

Our website is always open and you can


- Make a payment
- Make an offer of repayment
- Provide us with details of your circumstances
- Raise a query
- Frequently Asked Questions

Webchat 

We are open
Monday - Thursday
7.15am - 9.00pm
Friday
7.15am - 7.00pm
Saturday
8.30am - 4.00pm

By Telephone 

0161 475 2920
We are open
Monday - Thursday
7.15am - 9.00pm
Friday
7.15am - 7.00pm
Saturday
8.30am - 4.00pm

24 Hour Payment Hotline 

0161 475 2949
We accept the following payment methods




FLP120158 2017



Moorcroft Debt Recovery Limited

P.O. Box No. 17, 2 Spring Gardens, Stockport, SK1 4AJ.

Telephone 0161 475 2920.

Visit our website 

Fax 0161 - 477 3864.

WWW.MDRL.CO.UK

MR PAUL YATES

Date: 06/02/21



333

**When contacting us please quote :
Moorcroft Reference
006711724662**

Dear MR YATES

Client Reference : 2412152

Re HALIFAX-OWNED BY LCM

Balance : £1668.87

PLEASE CONTACT US TO DISCUSS YOUR ACCOUNT

We cannot trace having received a recent payment. We are aware that these can be difficult times and it is important that we work together.

Contact us now and we would be happy to discuss a repayment programme that you can afford and maintain. In certain circumstances we may also be able to offer a substantial discount from the outstanding balance.

We must stress that we are aware of the current position regarding the virus outbreak and the effect it is having on many people across the country. We would ask that if you are unable to make a payment at this time that you contact us so that we can discuss your circumstances to ensure your account is treated correctly.

Contact us now.

A.J.Martin
Debt Recovery Manager

How To Contact Us

Website



WWW.MDRL.CO.UK

Our website is always open and you can

- Make a payment
- Make an offer of repayment
- Provide us with details of your circumstances
- Raise a query
- Frequently Asked Questions

Webchat

We are open
Monday - Thursday
7.15am - 9.00pm
Friday
7.15am - 7.00pm
Saturday
8.30am - 4.00pm

By Telephone



0161 475 2920

We are open
Monday - Thursday
7.15am - 9.00pm
Friday
7.15am - 7.00pm
Saturday
8.30am - 4.00pm

24 Hour Payment Hotline



0161 475 2949
We accept the following payment methods





Moorcroft Debt Recovery Limited

P.O. Box No. 17, 2 Spring Gardens, Stockport, SK1 4AJ.

Telephone 0161 475 2920 - Local rate from landlines
Fax 0161 - 477 3864.

Visit our website
WWW.MDRL.CO.UK

MR PAUL YATES
[Redacted]
[Redacted]
[Redacted]

Date : 20/02/21



333

**When contacting us please quote :
Moorcroft Reference
006711724662**

Dear MR YATES

Client Reference : 2412152

Re: HALIFAX-OWNED BY LCM

Balance : £1668.87

MONTHLY INSTALMENT OFFER

As we have not received any communication from you with regards to your outstanding account, we are concerned that your financial position means that you may not be in a position to meet our requests to clear the account in full.

We can confirm that we are prepared to accept a sensible monthly repayment plan which reflects your financial circumstances and is one you can afford to maintain.

If you wish to take advantage of this repayment opportunity please :

- * Contact our offices on telephone number **0161 475 2920**

OR

- * Contact us or make a payment via our website www.mdrl.co.uk

Our advisors will also explain to you the payment methods that we offer (e.g. direct debit, postal payments, online payments etc).

Any payment should be made payable to " **Moorcroft Debt Recovery Ltd** " and details of the various payment methods available are listed on the back of this letter.

Please do not ignore this letter, if you need assistance please contact us.

We must stress that we are aware of the current position regarding the virus outbreak and the effect it is having on many people across the country. We would ask that if you are unable to make a payment at this time that you contact us so that we can discuss your circumstances to ensure your account is treated correctly.

Yours sincerely,

A.J. Martin
Debt Recovery Manager

How To Contact Us

Website

WWW.MDRL.CO.UK

Our website is always open and you can

- Make a payment
- Make an offer of repayment
- Provide us with details of your circumstances
- Raise a query
- Frequently Asked Questions

Webchat

We are open
Monday - Thursday
7.15am - 9.00pm
Friday
7.15am - 7.00pm
Saturday
8.30am - 4.00pm

By Telephone

0161 475 2920

We are open
Monday - Thursday
7.15am - 9.00pm
Friday
7.15am - 7.00pm
Saturday
8.30am - 4.00pm

24 Hour Payment Hotline

0161 475 2949

We accept the following payment methods





Moorcroft Debt Recovery Limited

P.O. Box No. 17, 2 Spring Gardens, Stockport, SK1 4AJ.
Telephone 0161 475 2920. Visit our website 
Fax 0161 - 477 3864. WWW.MDRL.CO.UK

MR PAUL YATES

Date : 26/02/21



333

**When contacting us please quote :
Moorcroft Reference
006711724662**

Dear MR YATES

Client Reference : 2412152

We write in relation to your recent contact with regard to the above account.

We acknowledge that you have raised a query on this account and we would like to confirm to you how this will be investigated.

We will not make contact with you regarding collection of the outstanding balance on this account whilst this issue is being investigated. If you are already making repayments towards this balance via an automatic payment method such as Direct Debit, Standing Order or continuous card payment, this will continue to be paid unless you have made arrangements to cancel that payment method. However, we may need to contact you if we require further details or need to clarify any information as part of this investigation.

Please be advised that as we will also need to contact our client, this process may take some time. We appreciate your patience during this time.

When we have considered all the information, we will contact you again to advise you of the outcome and next steps.

If you wish to contact us to discuss the matter, please telephone us on 0161 475 2920. Alternatively, you can write to us at the address shown above.

We must stress that we are aware of the current position regarding the virus outbreak and the effect it is having on many people across the country. We would ask that if you are unable to make a payment at this time that you contact us so that we can discuss your circumstances to ensure your account is treated correctly.

Yours sincerely,

A.J. Martin
Debt Recovery Manager



How To Contact Us

Website

WWW.MDRL.CO.UK

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24 Hour Payment Hotline

0161 475 2949

We accept the following payment methods





Retail Bank Collections
PO BOX 718,
Leeds,
LS1 9GB

STRICTLY PRIVATE & CONFIDENTIAL

Mr Paul Yates
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

1 March, 2021

Dear Mr Yates

Reference: HBOS Credit Card

Account Number [REDACTED] 944

We are writing to notify you that Bank of Scotland plc has assigned all of its respective rights, title and interest in respect of the above referenced account (including the outstanding balance) to LC Asset 2 S.à r.l. ("LC Asset 2"), effective 18/12/2020.

The total balance sold was £1,668.87, as at the date of sale 18/12/2020. Any payments made towards your Bank of Scotland plc account after 18/12/2020 will be forwarded to LC Asset 2 and will be deducted from the balance shown above.

As you are no longer making the agreed repayments, it is important that you contact Link to discuss your intentions regarding your account. Please call on **0330 135 5254**, and one of their Account Officers will be happy to discuss your current circumstances and agree a repayment plan that is fair and affordable to you.

Under the terms of this assignment, and as defined in the Data Protection Legislation, LC Asset 2 and Link Financial Outsourcing Limited are now the Data Controllers of your Personal Data contained in the records of this account 5253031522060944.

The smooth transfer of your account to Link is important to us. So, if you have any questions, please contact Link on the above contact number and they will be pleased to assist. Opening hours are 08:00 to 20:30 Monday to Thursday and 09:00 to 17:00 on Fridays and Saturdays.

Yours sincerely

Jaime Graham
Credit Operations Director



Private & Confidential

Mr Paul Yates



01 March 2021

Dear Sir/Madam,

Claimant: **LC Asset 2 S.a r.l.**
Link Reference: **2412152**

Despite our efforts to collect this sum through communication and negotiation the balance of **£1,668.87** remains unpaid.

We give you **14 days** notice that the account will be passed to Dentons UKMEA LLP without further reference to you. If you want to avoid this course of action contact us urgently to discuss settlement or an alternative dispute resolution on 02920 858755.

Our team are available Monday to Thursday 08:00 – 20:30, Friday 08:00 – 17:00 and Saturdays 09:00 – 18:00.

Yours faithfully,

Link Financial Outsourcing Ltd

LC Asset 2 S.à r.l.

PO BOX 107 Caerphilly CF83 3GG



Private & Confidential

Mr Paul Yates



Reference: 2412152
Account: [REDACTED] 0944
Sale Balance: £1,668.87
Bank of Scotland plc

1 March, 2021

Dear Mr Yates

We write to confirm that Bank of Scotland plc has assigned your account to LC Asset 2 S.à r.l. ("LC Asset 2"), on 18/12/2020 with an outstanding balance of £1,668.87. LC Asset 2 has appointed Link Financial Outsourcing Limited ("Link") to service your account on their behalf.

You can contact Link using the details below:

Link Financial Outsourcing
Limited
PO Box 107
Caerphilly
CF83 3GG

Tel: 0330 135 5254
Email: info@linkfinancial.co.uk
Web: www.linkfinancial.eu

Banking Details: HSBC
Bank Account: : 54192761
Sort Code: 40-05-30

If you are being advised by a Debt Management Company or Insolvency Practitioner, unless you are advised otherwise by them, they will continue to manage your account on your behalf, and you should continue to make your payments to them. Please provide them with a copy of this letter.

If your account is subject to a Bankruptcy Order, Link will co-ordinate with the appointed Official Receiver and you do not need to take any further action.

LC Asset 2 and Link are the Data Controllers for your personal data contained in the records of this account 5253031522060944. We take your privacy seriously and will only use your personal information to administer and service your account. Any questions about our data protection policy should be directed to the **Data Protection Officer, PO BOX 107 Caerphilly CF83 3GG**. Full details can be found under the Privacy Notice on Link's Website at www.linkfinancial.eu.

For assistance regarding your finances you can also contact your local Citizens Advice Bureau or telephone Stepchange Debt Charity on 0800 138 1111 both of whom provide free and independent advice.

Yours sincerely

For and on behalf of LC Asset 2

CALL TODAY 03330 145 145 PO BOX 107 Caerphilly CF83 3GG
www.linkfinancial.eu



Private & Confidential

Mr Paul Yates

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Balance: £1,668.87
Owed to: LC Asset 2 S.a r.l.
Issuer: Bank of Scotland plc
Account Number [REDACTED] 944
Link Ref: 2412152

1 March, 2021

Dear Mr Yates

We write to inform you that the management of your account is being transferred to Moorcroft with immediate effect.

As Moorcroft has now taken over the management of your account you should contact them directly to discuss setting up an affordable payment plan. Moorcroft can be contacted on 0161 475 2920. Their offices are open Monday to Thursdays 7.15am till 9pm, Fridays 7.15am till 7pm and Saturdays 8.30am till 4pm.

Alternatively, if you would like free independent money advice, please contact Stepchange Debt Charity on telephone number 0800 138 1111 or your local Citizens Advice Bureau.

Yours sincerely

For and on behalf of Link Financial Outsourcing Limited



Moorcroft Debt Recovery Limited

Moorcroft House, P.O.Box No.17, 2 Spring Gardens, Stockport, Cheshire, SK1 4AJ

Telephone: 01614752858

Website: www.MDRL.co.uk

Fax: 01614773864

MR PAUL YATES
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Date: 22/03/2021

Moorcroft Reference:
006711724662

Client Reference:
2412152

Dear MR PAUL YATES

Re: HALIFAX-OWNED BY LCM

Balance: £1668.87

Further to your recent communication in respect of the above account, we are writing to confirm we have been in contact with HALIFAX-OWNED BY LCM.

Upon investigation of your account, our client has confirmed they have sent you two letters. One letter from themselves explaining that the account has been assigned to link and the second letter detailing that the account has been transferred to Moorcroft. They have further advised they will re-send both letters to you and therefore you should expect to receive these in due course.

Please contact our office to discuss your account moving forward.

We can also advise your account has been placed on hold until 16/04/21. If you require anything further please do not hesitate to contact us on the above telephone number, [or visit us at www.mdrl.co.uk](http://www.mdrl.co.uk).

Yours sincerely


A. J. Martin
Accounts Department



Moorcroft Debt Recovery Limited

P.O. Box No. 17, 2 Spring Gardens, Stockport, SK1 4AJ.

Telephone 0161 475 2920.

Visit our website 

Fax 0161 - 477 3864.

WWW.MDRL.CO.UK

MR PAUL YATES



Date: 22/04/21



333

**When contacting us please quote :
Moorcroft Reference
006711724662**

Dear MR YATES

Client Reference : 2412152

Re : HALIFAX-OWNED BY LCM

Balance : £1668.87

PLEASE CONTACT US TO DISCUSS YOUR ACCOUNT

We cannot trace having received a recent payment. We are aware that these can be difficult times and it is important that we work together.

Contact us now and we would be happy to discuss a repayment programme that you can afford and maintain. In certain circumstances we may also be able to offer a substantial discount from the outstanding balance.

We must stress that we are aware of the current position regarding the virus outbreak and the effect it is having on many people across the country. We would ask that if you are unable to make a payment at this time that you contact us so that we can discuss your circumstances to ensure your account is treated correctly.

Contact us now.

A.J. Martin
Debt Recovery Manager

How To Contact Us

Website 

WWW.MDRL.CO.UK

Our website is always open and you can

- Make a payment
- Make an offer of repayment
- Provide us with details of your circumstances
- Raise a query
- Frequently Asked Questions


Webchat 

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24 Hour Payment Hotline 

0161 475 2949
We accept the following payment methods





Moorcroft Debt Recovery Limited

P.O. Box No. 17, 2 Spring Gardens, Stockport, SK1 4AJ.

Telephone 0161 475 2920 - Local rate from landlines
Fax 0161 - 477 3864.

Visit our website
WWW.MDRL.CO.UK

MR PAUL YATES



Date : 06/05/21



333

**When contacting us please quote :
Moorcroft Reference
006711724662**

Dear MR YATES

Client Reference : 2412152

Re : HALIFAX-OWNED BY LCM

Balance : £1668.87

MONTHLY INSTALMENT OFFER

As we have not received any communication from you with regards to your outstanding account, we are concerned that your financial position means that you may not be in a position to meet our requests to clear the account in full.

We can confirm that we are prepared to accept a sensible monthly repayment plan which reflects your financial circumstances and is one you can afford to maintain.

If you wish to take advantage of this repayment opportunity please :

* Contact our offices on telephone number **0161 475 2920**

OR

* Contact us or make a payment via our website **www.mdrl.co.uk**

Our advisors will also explain to you the payment methods that we offer (e.g. direct debit, postal payments, online payments etc).

Any payment should be made payable to " **Moorcroft Debt Recovery Ltd** " and details of the various payment methods available are listed on the back of this letter.

Please do not ignore this letter, if you need assistance please contact us.

We must stress that we are aware of the current position regarding the virus outbreak and the effect it is having on many people across the country. We would ask that if you are unable to make a payment at this time that you contact us so that we can discuss your circumstances to ensure your account is treated correctly.

Yours sincerely,

A.J. Martin
Debt Recovery Manager

How To Contact Us

Website



WWW.MDRL.CO.UK

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0161 475 2949
We accept the following payment methods





Moorcroft Debt Recovery Limited

P.O. Box No. 17, 2 Spring Gardens, Stockport, SK1 4AJ.
Telephone 0161 475 2920. Visit our website 
Fax 0161 - 477 3864. WWW.MDRL.CO.UK

MR PAUL YATES



Date : 20/05/21



333

**When contacting us please quote :
Moorcroft Reference
006711724662**

Client Reference : 2412152

Balance : £1668.87

Dear MR YATES

Re : HALIFAX-OWNED BY LCM

Further to our records, we have not been able to agree an affordable repayment plan with you concerning the above account.

We are aware that these can be difficult times and when you are experiencing any financial difficulties it is important that we work together. We must stress that any repayment plan that we are able to agree with you will take your circumstances fully in to account.

We hope to hear from you soon.

We must stress that we are aware of the current position regarding the virus outbreak and the effect it is having on many people across the country. We would ask that if you are unable to make a payment at this time that you contact us so that we can discuss your circumstances to ensure your account is treated correctly.

Yours sincerely,

A.J. Martin
Debt Recovery Manager

How To Contact Us

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24 Hour Payment Hotline

0161 475 2949

We accept the following payment methods



For security and quality purposes we may record or monitor telephone calls.



Private & Confidential

Mr Paul Yates



Notice issued by Link Financial Outsourcing
Limited for LC Asset 2 S.a r.l.

Telephone: 0330 058 0887
Date of Notice: 17/06/2021

Statement Of Account - Please Retain For Your Records

Dear Mr Yates

Please note, if you currently have a repayment arrangement in place, you do not need to do anything. Please keep making your payments and retain this statement for your records. However if you have no repayment arrangement in place we would encourage you to contact us on the telephone number above.

Credit Agreement under account number: [REDACTED] 944
Agreement originated by: Bank of Scotland plc
Link Reference: 2412152
Statement Period: 18/12/2020 to 17/06/2021 Statement No. 001

Date Assigned: 18/12/2020
Current Balance: £1,668.87

Date	Transaction Type / Description	Debit	Credit	Balance
18/12/2020	Balance Brought Forward			£1,668.87
17/06/2021	Balance Carried Forward			£1,668.87

Subsequent Notice of Sums In Arrears

This notice is given in compliance with the Consumer Credit Act 1974.

Balance at the date of this notice £1,668.87

Arrears on balance at 17/06/2021 £1,668.87

The current arrears represent the outstanding balance as you did not maintain payments in accordance with the terms of the original agreement so the full amount became due.

If you have not already done so, we would encourage you to contact us to discuss the state of your account.

Yours sincerely,

Link Financial Outsourcing

Important messages are shown on the reverse





Private & Confidential

Mr Paul Yates

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Balance: £1,668.87
Owed to: LC Asset 2 S.a r.l.
Issuer: Bank of Scotland plc
Account Number [REDACTED] 944
Link Ref: 2412152

25 June, 2021

Dear Mr Yates

We write to inform you that your account has been returned from Moorcroft to Link Financial Outsourcing Limited.

We would like to help you set up an affordable repayment plan. We have enclosed a Personal Budget Plan and ask that you complete and return this as soon as possible in the pre-addressed envelope or via email to mail@linkfinancial.co.uk.

Alternatively, you can complete the income and expenditure form online by registering your account at <https://link.ldmsportal.com/>. Here you can also view your transactions, set-up a direct debit and send us a message.

If you have any queries or questions in relation to this letter, please do not hesitate to contact a member of our team on **03330 145 145**. Our offices are open Monday to Thursdays 8am till 8.30pm, Fridays 8am till 5pm and Saturdays 9am till 5pm.

If you would like free independent money advice, please contact StepChange Debt Charity on telephone number 0800 138 1111 or your local Citizens Advice Bureau.

Yours sincerely

For and on behalf of Link Financial Outsourcing Limited

Encl: Customer Personal Budget Plan

Halifax started the ball rolling with a gentle reminder that a payment had been missed. Nothing to report here. They do this two more times with my sending the first template letter in between those before they sent a Notice of Default.

They then sent another reminder and a month later acknowledge receipt of my letter which they called a complaint.

In a surprise move they declined my 'complaint' on grounds that their collections team contacted me and failed to re-establish payments. They made no attempt to respond to a single point in my letter and continued with 'gung ho' methods. 'We don't like the tone or implication in this letter and we couldn't possibly be breaking the law and besides, investigations cost money so we're just going to ignore it and press on with our ruthless cash extraction policy regardless', is exactly what's happening here. Despite their assertions that they 'can help', nothing could be further from the truth. What they really mean is that they 'can help' to get a repayment plan set up but not respond to my letter or look into any potential wrongdoings that they may be involved in. They also made their first entry onto the credit file record here.

Next up was a request that I settle the account in full because frankly, that's all they can say. This problem is so big that no bank will look at it because they'll ALL have to re-jig their entire operation, not to mention making a full return of all their customers' sold securities that would have to be settled at their face value in cash. They seem to have overlooked my stated intention to settle the account in full while they are assuring me that the system works as they said it does.

They then sent out a generic 'if you're struggling to pay we're here to help' letter. This included the notification that they'd blocked the card and terminated the account. Great news! If the account is now closed, who settled it?

Immediately behind the last letter came an anomaly. It was a letter stating that they had reduced my credit limit. Would that be a reduction in credit on the account that they just closed? Seriously these guys would benefit hugely from someone that knew what they were doing.

So that strange letter was followed by another stating that the Agreement had ended. Again? Terminated? Ended? How many ways can it be said? They also informed me that the recovery team was working the case now and that they had

issued a new number for this account. Was that perhaps because the original account had been settled and closed and because this new account was in a 'bad debt' ledger? It begs the question here; if they settled and closed the original account – the one I was party to, then how am I liable for the new one that I'm not party to?

Regarding the new account, who created it? Did they involve me in its' creation? Or did they create it alone? Was I required to sign anything to initiate said account? Or was it all their own doing? And that being the case – how can I possibly be liable for it? It's their account.

The next communication came from an entirely different company LC Asset 2 S.a.r.l – a snappy little company name if ever there were one, who claimed that the Bank of Scotland had assigned the account to them. At this point I was wondering at which time I'd had an account with the Bank of Scotland. As far as I'm aware the account in this case was with Halifax.

There was the obvious lack of a Notice of Assignment – remember we must have proper notice of an assignment and not just a brief line in a letter saying 'so and so bank has assigned your account to us'. There are strict rules regarding assignment (it's an in-house cash-cow) and neither the bank nor these guys were following them.

“We are writing to confirm that Royal Bank of Scotland has assigned this account to us....” is categorically NOT a Notice of Assignment so these bozos were flatly ignored. The bank then sent a letter saying the same thing but also failed to include the magic Notice.

There's a clue in Notices of Assignment that reveals what they are. They're documents that are headed in bold lettering “Notice of Assignment” so there's no confusion about what it is. Somebody ought to tell these guys.

They tried to contact me another time saying the same rubbish – ignored again.

Link financial then appeared on the scene. Who? They sent a letter advising me that the account would be transferred to Moorcroft with immediate effect. That's nice but still no Notice of Assignment. I was starting to get the impression by now that they were engaged in confusion tactics and trying to intimidate me by sending kindling material from various different companies all trying to collect on the same thing.

The conclusion drawn at this point can only be that this is all intended for entertainment value, as they scrambled to get something, anything moving while costing themselves untold amounts in man-hours, paper, ink & postage. This account is certainly doing some traveling.

So Moorcroft appear with their letter and again it's the same deal, no Notice of Assignment. Moorcroft are a benign debt collector. They have no teeth and certainly don't bark very loudly. Their letter was very light and carried no threats, and like the others was ignored.

They tried four times, each time very softly, culminating in the 'instalment offer'.

Ignored.

Then an anomaly appeared. Halifax again contacted me stating that the account had now been transferred back to the first DCA, LC Asset 2 S.a.r.l. and yet again, they 'confirmed' that the matter had been assigned but failed to include the Notice of Assignment.

LC Asset 2 S.a.r.l wrote one letter and then immediately sent it back to Link Financial where Moorcroft again picked it up, sent another four letters before inevitably, the line went dead. The very last communication came from Link Financial who stated that Moorcroft had returned the account back to them.

This entire case was a series of back and forth between several companies with me in the middle. None of them had anything to offer and if I'd been even slightly interested I would have been extremely confused by now. But I'm not. I couldn't care less what they do.

The last communication was in June 2021. Perhaps they'll start up the merry-go-round again at some point but either way the case is dead in the water.

Chapter Twelve

Case Study

M & S

M&S BANK

MR PAUL YATES
[REDACTED]
[REDACTED]
[REDACTED]

Account Number:
[REDACTED] 6057

Statement Date:
27 November 2019

Credit Limit:
£2000



Your M&S Credit Card Statement

Minimum payments

If you make only the minimum payment each month, it will take you longer and cost you more to clear your balance.

If the account is not fully cleared, interest will be charged on the total value of the statement and not just on the outstanding balance. Interest is charged daily and therefore the earlier we receive your payment the less interest you will be charged.

If you are unable to make the minimum payment please contact us as soon as possible by calling 0345 900 0900.

Dispute resolution

If you have a problem with your agreement, please try to resolve it with us in the first instance. If you are not happy with the way in which we handled your complaint or the result, you may be able to complain to the Financial Ombudsman Service. If you do not take up your problem with us first you will not be entitled to complain to the Ombudsman. We can provide details of how to contact the Ombudsman.

001723 003645 MUKP097A

Page 2 of 2

M&S
points total
110
see website for further details

Please retain statement - detach here

Simple ways to stay in control of your account

- Always check your statement carefully and call us if anything looks suspicious.
- You can keep track of your balance between statements by managing your account online. Just visit marksandspencer.com/bank.
- Paying by Direct Debit means you won't incur extra charges for missed or late payments. If you haven't already done so, you can set this up online or by calling us on 0345 900 0900.

Some handy hints and tips for your card safety

- Make sure your contact details are up to date so we can contact you if we're suspicious of any activity on your account
- Keep statements and receipts in a safe place and take care when disposing of them
- Memorise your PIN and don't write it down anywhere - especially on anything in your purse/wallet
- Never tell anyone your PIN or give anyone your card - we would never ring you to say we were coming to pick up your cards and neither would the police

For more information on card security visit marksandspencer.com/card-fraud-protection

002

27/05/2020

M&S BANK

M 002031 MUKP501A MS0202MXE3AE7 961065
Mr Paul Yates

[Redacted Address]



Dear Mr Yates

M&S Credit Card account number [Redacted] 6057

Arrears Notice

We are obliged by law to send this notice when we do not receive two consecutive minimum payments by their due dates. If your payments are now fully up-to-date, you need take no further action.

This notice is given in compliance with the Consumer Credit Act 1974 because you are behind with payments. Please contact us to discuss your account on 0345 900 0900.

Payments Due

Expected Monthly Minimum Payment	£37.13	Due Date	21/04/2020
Expected Monthly Minimum Payment	£0.01	Due Date	22/05/2020

Payments Received	Date received
-------------------	---------------

These are the payments into your account for the period covered by your last two statements.

Amount received on time £0.00

This amount may be less than the total amount of the payments you have made. This is because a payment is only received on time if you pay the Expected Monthly Minimum Payment amount in full on or before the due date. If you didn't do this, we apply any subsequent payments we receive first to clear the amount you haven't paid and only then, what's left, to the second Expected Monthly Minimum Payment.

Total amount you failed to pay on time £37.14

This amount is the difference between the total of the Expected Monthly Minimum Payments requested from you in the period covered by this notice and the Amount received on time.

Your statement will show the next payment requested from you and the date by which it is due. If you are not up to date with your payments your current arrears are also displayed on your statement.

Missed and partly made payments

This notice does not give details of missed or partly made payments previously notified whether or not they remain unpaid.

M&S BANK

Default sums and interest

You may have to pay default sums and interest in relation to the missed or partly made payments indicated above in addition to any default sums and interest already included in this notice. Please contact us if you would like further details. This notice does not take account of any payments received after the date of the notice.

Financial Conduct Authority Information Sheet

This notice should include a copy of the current information sheet on arrears prepared by the Financial Conduct Authority. This contains important information about your rights and where to go for support and advice, for example on applying for a Time Order as well as our right to charge you interest. If it is not included you should contact us to get one. Please refer to the Financial Conduct Authority Information Sheet for more information about how to get advice on dealing with your debt.

How you can avoid receiving one of these notifications in the future?

You can ensure that your payment reaches your account on time by managing your account online at marksandspencer.com/bank. Simply register or sign in to view your account details and make payments.

Alternatively, you can call us on 0345 900 0900 at any time, to make a debit card payment or set up a Direct Debit.

If you have any queries about your account, please don't hesitate to get in touch and speak to one of our helpful advisers.

Yours sincerely



Mark Delahunty
Head of Collections & Recoveries

M&S BANK

Our ref 455186/DVH

3 July 2020

Mr Paul Yates
[REDACTED]
[REDACTED]
[REDACTED]

Dear Mr Yates

M&S Credit Card account number [REDACTED] 6057

Thank you for your letter dated 3 June requesting verification of your account held with M&S.

The relevance of a security instrument is not understood as you only hold a card credit card with M&S Bank.

Please find enclosed the following for your attention:

A copy of your signed credit agreement
A copy of your statement to show the sum outstanding

We believe these documents sufficiently evidence your liability in respect of the account.

I trust this clarifies our position. We will not be entering into any further correspondence regarding the enforceability or legality of the agreement.

If you remain unhappy with my reply, I've enclosed details of how you can refer your complaint to the Financial Ombudsman service.

You have the right to refer your complaint to the Financial Ombudsman Service, free of charge but you must do so within six months of the date of this letter. The Ombudsman is the independent body that looks into disputes between consumers and financial businesses. It looks at what's happened and gives an independent view on the situation. I've enclosed a leaflet that explains this in more detail and for further information please refer to www.financial-ombudsman.org.uk

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

002

27/07/2020

M&S BANK

M 001863 MUKP657A MS0202MXG2W16 96108C

Mr Paul Yates

[Redacted address lines]



Dear Mr Yates

M&S Credit Card account number [Redacted] 6057

Arrears Notice

We are obliged by law to send this notice when we do not receive two consecutive minimum payments by their due dates. If your payments are now fully up-to-date, you need take no further action.

This notice is given in compliance with the Consumer Credit Act 1974 because you are behind with payments. Please contact us to discuss your account on 0345 900 0900.

Payments Due

Expected Monthly Minimum Payment	£0.01	Due Date	21/06/2020
Expected Monthly Minimum Payment	£45.49	Due Date	23/07/2020

Payments Received	Date received
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These are the payments into your account for the period covered by your last two statements.

Amount received on time £0.00

This amount may be less than the total amount of the payments you have made. This is because a payment is only received on time if you pay the Expected Monthly Minimum Payment amount in full on or before the due date. If you didn't do this, we apply any subsequent payments we receive first to clear the amount you haven't paid and only then, what's left, to the second Expected Monthly Minimum Payment.

Total amount you failed to pay on time £45.50

This amount is the difference between the total of the Expected Monthly Minimum Payments requested from you in the period covered by this notice and the Amount received on time.

Your statement will show the next payment requested from you and the date by which it is due. If you are not up to date with your payments your current arrears are also displayed on your statement.

Missed and partly made payments

This notice does not give details of missed or partly made payments previously notified whether or not they remain unpaid.

01/08/2020

M&S BANK

M 000052 MUKP672A M50202MXHB7M1 96108
Mr Paul Yates

[REDACTED]
[REDACTED]
[REDACTED]



Dear Mr Yates

M&S Credit Card account number [REDACTED] 6057
Balance: £1,990.23

We want to tell you that we have not received the payment that is due on your account and your account is in arrears by £45.50. If this was an oversight on your behalf, please pay using one of the options below:

- call us on 0345 300 1312 to pay by debit card
- over the counter in your bank, standing order, online banking or telephone banking using account number 59001115 and sort code 40-12-57 (quote your M&S account number with no spaces as the payment reference)
- post a cheque to M&S Bank, PO Box 77, Harlow, CM20 9BX (ensure your cheque is payable to M&S Bank and your name and account number are written on the back)

As we didn't receive your payment on or before the due date we've charged a £12 late fee in accordance with the terms and conditions of your credit card agreement. The arrears may be recorded at the credit reference agencies (Experian, Equifax and Callcredit) and may affect your ability to obtain credit in future.

We will continue to use your personal information as set out in our Privacy Notice, which can be located at marksandspencer.com/bankprivacynotice.

If your payment due date is unsuitable, you can ask us to change this for future payments. You may prefer the convenience of a Direct Debit facility, which automatically sends either the minimum, fixed amount to cover minimum, or full statement balance by the due date. Please call us on 0345 300 1312 to arrange any changes. Lines are open 8am-8pm Monday to Friday and 8am-1pm Saturday.

If your financial circumstances have changed and you're unable to make payments, please call us on the number above, so that we can try and work together to seek a suitable solution.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Mark Delahunty'.

Mark Delahunty
Head of Collections & Recoveries

C4Z

11/08/2020

M&S BANK

M 000093 MUKP696A MS0202MXHLAM1 96108

Mr Paul Yates

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]



Dear Mr Yates

M&S Credit Card account number: [REDACTED] 6057

Balance: £1,990.23 Arrears: £45.50

PLEASE CALL 0345 300 1312 TODAY. WE NEED TO SPEAK TO YOU.

We're writing to remind you that your account is in arrears by the amount detailed above.

Please call us on 0345 300 1312 immediately to make a debit card payment. We are available 8am-8pm Monday to Friday, and 8am-1pm Saturday.

Payments must reach your account on or before the due date. We notify the credit reference agencies about late payments, and this may affect your ability to get credit in the future.

We will continue to use your personal information as set out in our Privacy Notice, which can be located at marksandspencer.com/bankprivacynotice.

If you're having problems paying your account, we may be able to help you. Please contact us to discuss the options available to you.

We look forward to hearing from you.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Mark Delahunty'.

Mark Delahunty
Head of Collections & Recoveries

047

27/08/2020

M&S BANK

M 000071 MUKP738A MS0202MXH3AN1 96108

Mr Paul Yates

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]



Dear Mr Yates

M&S Credit Card account number [REDACTED] 6057
Amount overdue: £95.25 Current balance: £2,002.23

PLEASE CALL 0345 300 1312 TODAY. WE NEED TO SPEAK TO YOU.

We're writing to remind you that your account is in arrears by the amount detailed above.

Please contact us immediately to discuss how you plan to make the overdue payments. If you're having problems paying we may be able to help, but we can only do so if you get in touch.

We're available on 0345 300 1312, 8am-8pm Monday to Friday, and 8am-1pm Saturday. Alternatively, you may contact us by email. Please include your full name, address and telephone number in your email. Our address is: CollectionsSupport@mandsbank.com.

If you need to seek independent advice, you can contact the following organisations which don't charge a fee for their services:

- StepChange Debt Charity - 0800 138 1111 (www.stepchange.org)
- Citizens Advice Bureau (CAB) - The contact details of your nearest office are available from the CAB websites, your local telephone directory or library (England & Wales: www.citizensadvice.org.uk; Scotland: www.cas.org.uk)

We look forward to hearing from you.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Mark Delahunty'.

Mark Delahunty
Head of Collections & Recoveries

M&S BANK

MR PAUL YATES
[REDACTED]
[REDACTED]
[REDACTED]

Account Number:
[REDACTED] 6057

Statement Date:
27 August 2020

Credit Limit:
£2000



Your M&S Credit Card Statement

You have failed to make a minimum payment

Failing to make your minimum payment can mean that you have broken the terms of this credit agreement and could result in us taking legal action against you. It could lead to your having to pay additional costs and make it more difficult for you to obtain credit in future.

This is a default sum notice given in compliance with the Consumer Credit Act 1974.

This notice does not take account of default sums which we have already told you about in another default sum notice, whether or not those sums remain unpaid.

Total default sums included in this notice £12.00

004379 000057 MUKP578A

Page 2 of 3

M&S
points total
231

visit marksandspencer.com for further details

Please retain statement - detach later

Simple ways to stay in control of your account

- Always check your statement carefully and call us if anything looks suspicious.
- You can keep track of your balance between statements by managing your account online. Just visit marksandspencer.com/bank.
- Paying by Direct Debit means you won't incur extra charges for missed or late payments. If you haven't already done so, you can set this up online or by calling us on 0345 900 0900.

Some handy hints and tips for your card safety

- Make sure your contact details are up to date so we can contact you if we're suspicious of any activity on your account
- Keep statements and receipts in a safe place and take care when disposing of them
- Memorise your PIN and don't write it down anywhere - especially on anything in your purse/wallet
- Never tell anyone your PIN or give anyone your card - we would never ring you to say we were coming to pick up your cards and neither would the police

For more information on card security visit marksandspencer.com/card-fraud-protection

26/09/2020

M&S BANK

M 001093 MUKP818A MS0202MXI2AE4 9610901

Mr Paul Yates

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]



Dear Mr Yates

M&S Credit Card account number: [REDACTED] 6057

Arrears Notice

We are obliged by law to send this notice when we do not receive two consecutive minimum payments by their due dates. If your payments are now fully up-to-date, you need take no further action.

This notice is given in compliance with the Consumer Credit Act 1974 because you are behind with payments. Please contact us to discuss your account on 0345 900 0900.

Payments Due

Expected Monthly Minimum Payment	£49.75	Due Date	21/08/2020
Expected Monthly Minimum Payment	£50.05	Due Date	21/09/2020

Payments Received

Date received

These are the payments into your account for the period covered by your last two statements.

Amount received on time £0.00

This amount may be less than the total amount of the payments you have made. This is because a payment is only received on time if you pay the Expected Monthly Minimum Payment amount in full on or before the due date. If you didn't do this, we apply any subsequent payments we receive first to clear the amount you haven't paid and only then, what's left, to the second Expected Monthly Minimum Payment.

Total amount you failed to pay on time £99.80

This amount is the difference between the total of the Expected Monthly Minimum Payments requested from you in the period covered by this notice and the Amount received on time.

Your statement will show the next payment requested from you and the date by which it is due. If you are not up to date with your payments your current arrears are also displayed on your statement.

Missed and partly made payments

This notice does not give details of missed or partly made payments previously notified whether or not they remain unpaid.

M&S BANK

Our Ref: CE001

Mr Paul Yates

05 October 2020

Dear Mr Yates

M&S Credit Card Account number: [REDACTED] 6057
Balance: £2002.23 Overdue Amount: £145.30

We're sorry you're having trouble keeping up with your payments and there's still an overdue amount on your account.

What you need to do

It's important that you make contact with us so we can understand your current financial situation, and work with you to find an appropriate solution based on your circumstances.

When you call, we'll complete an affordability assessment over the phone, if you haven't already done this. We'll ask you about your monthly income and outgoings (such as salary, mortgage payments, rent, outstanding balances with other lenders etc.) so it will be useful to have this information to hand. We'll use this information to work out the best way to help you as quickly as possible.

If you've completed an affordability assessment with us already, we'll discuss this with you to check whether there have been any changes.

What happens if you don't contact us?

If you don't make contact with us, our collections process will continue, which may result in you receiving a default notice. This will tell you how much you'd need to pay to get on track, and by when. Unless you're able to repay the overdue amount within a reasonable time, the next step would be to send you a final demand for the full amount you owe. If that happens, we'll also give information about the default on your account to Credit Reference Agencies, which could make it more difficult for you to borrow in future.

We will continue to use your personal information as set out in our Privacy Notice, which can be located at www.marksandspencer.com/bankprivacynotice.

Where can you find more help?

You can get help and advice from free money advice organisations, some of which are listed below:

- Citizens Advice: www.citizensadvice.org.uk, 03444 111 444
- Advice UK: www.adviceuk.org.uk, 0300 777 0107
- National Debtline (if you are self-employed): www.nationaldebtline.org, 0808 808 4000
- StepChange Debt Charity: www.stepchange.org, 0800 138 1111
- Money Advice Service: www.moneyadviceservice.org.uk, 0800 138 7777

How can you contact us?

Please call us on 0345 850 0621. Lines are open 8am–8pm Monday to Thursday, 8am–6pm Friday and 8am–1pm Saturday (except Public Holidays).

Yours sincerely

Your M&S Banking Team

M&S BANK

MR PAUL YATES
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Account Number:

[REDACTED] 6057

Statement Date:

27 October 2020

Credit Limit:

£2000



Your M&S Credit Card Statement

You have failed to make a minimum payment

Failing to make your minimum payment can mean that you have broken the terms of this credit agreement and could result in us taking legal action against you. It could lead to your having to pay additional costs and make it more difficult for you to obtain credit in future.

This is a default sum notice given in compliance with the Consumer Credit Act 1974.

This notice does not take account of default sums which we have already told you about in another default sum notice, whether or not those sums remain unpaid.

Total default sums included in this notice £12.00

004504 009331 MUKP540A

Page 2 of 3

M&S
points total
231

see booklet for further details

Please retain statement - detach here

Simple ways to stay in control of your account

- Always check your statement carefully and call us if anything looks suspicious.
- You can keep track of your balance between statements by managing your account online. Just visit marksandspencer.com/bank.
- Paying by Direct Debit means you won't incur extra charges for missed or late payments. If you haven't already done so, you can set this up online or by calling us on 0345 900 0900.

Some handy hints and tips for your card safety

- Make sure your contact details are up to date so we can contact you if we're suspicious of any activity on your account
- Keep statements and receipts in a safe place and take care when disposing of them
- Memorise your PIN and don't write it down anywhere - especially on anything in your purse/wallet
- Never tell anyone your PIN or give anyone your card - we would never ring you to say we were coming to pick up your cards and neither would the police

C62

27/11/2020

M&S BANK

M 001380 MUKP977A MS0202MXX3AG5 92100!

Mr Paul Yates

[Redacted Address]



Dear Mr Yates

M&S Credit Card account number [Redacted] 6057

Arrears Notice

We are obliged by law to send this notice when we do not receive two consecutive minimum payments by their due dates. If your payments are now fully up-to-date, you need take no further action.

This notice is given in compliance with the Consumer Credit Act 1974 because you are behind with payments. Please contact us to discuss your account on 0345 900 0900.

Payments Due

Expected Monthly Minimum Payment	£50.35	Due Date	22/10/2020
Expected Monthly Minimum Payment	£50.35	Due Date	21/11/2020

Payments Received

Date received

These are the payments into your account for the period covered by your last two statements.

Amount received on time £0.00

This amount may be less than the total amount of the payments you have made. This is because a payment is only received on time if you pay the Expected Monthly Minimum Payment amount in full on or before the due date. If you didn't do this, we apply any subsequent payments we receive first to clear the amount you haven't paid and only then, what's left, to the second Expected Monthly Minimum Payment.

Total amount you failed to pay on time £100.70

This amount is the difference between the total of the Expected Monthly Minimum Payments requested from you in the period covered by this notice and the Amount received on time.

Your statement will show the next payment requested from you and the date by which it is due. If you are not up to date with your payments your current arrears are also displayed on your statement.

Missed and partly made payments

This notice does not give details of missed or partly made payments previously notified whether or not they remain unpaid.

M&S BANK

MR PAUL YATES
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Account Number:
[REDACTED] 057

Statement Date:
27 November 2020

Credit Limit:
£2000



Your M&S Credit Card Statement

This is a default sum notice given in compliance with the Consumer Credit Act 1974.

This notice does not take account of default sums which we have already told you about in another default sum notice, whether or not those sums remain unpaid.

Total default sums included in this notice £12.00

Minimum payments

If you make only the minimum payment each month, it will take you longer and cost you more to clear your balance.

If the account is not fully cleared, interest will be charged on the total value of the statement and not just on the outstanding balance. Interest is charged daily and therefore the earlier we receive your payment the less interest you will be charged.

If you are unable to make the minimum payment please contact us as soon as possible by calling 0345 900 0900.

Dispute resolution

If you have a problem with your agreement, please try to resolve it with us in the first instance. If you are not happy with the way in which we handled your complaint or the result, you may be able to complain to the Financial Ombudsman Service. If you do not take up your problem with us first you will not be entitled to complain to the Ombudsman. We can provide details of how to contact the Ombudsman.

M&S
points total
231

see website for further details

004650 002645 MUJKP028A

Page 2 of 2

Please retain statement - detach here

Simple ways to stay in control of your account

- Always check your statement carefully and call us if anything looks suspicious.
- You can keep track of your balance between statements by managing your account online. Just visit marksandspencer.com/bank.
- Paying by Direct Debit means you won't incur extra charges for missed or late payments. If you haven't already done so, you can set this up online or by calling us on 0345 900 0900.

Some handy hints and tips for your card safety

- Make sure your contact details are up to date so we can contact you if we're suspicious of any activity on your account
- Keep statements and receipts in a safe place and take care when disposing of them
- Memorise your PIN and don't write it down anywhere - especially on anything in your purse/wallet
- Never tell anyone your PIN or give anyone your card - we would never ring you to say we were coming to pick up your cards and neither would the police

M&S BANK

If you are unable to correct the issue by the date shown above, we may:

- send you a demand to immediately repay the full amount you owe on your credit card including any interest and charges. This means you won't be able to use your card again in future.
- take steps to recover the amount you owe. These could include passing your account to a debt collection agency or specialist team within the HSBC Group (of which we're part) to help us recover this amount.
- disclose information about the default of your account to the Credit Reference Agencies named below. This may make it more difficult for you to borrow in future. We will not register the default for at least 28 days from the date of this notice. Information about the role of Credit Reference Agencies is set out on our website <https://bank.marksandspencer.com>.

The Credit Reference Agencies we report to are:

- Experian Ltd (CreditExpert, PO BOX 7710, Nottingham, NG80 7WE)
- Equifax Ltd (Equifax, Customer Service Centre, PO Box 10036, Leicester, LE3 4FS)
- Callcredit Ltd (Consumer Services, Callcredit Ltd, PO Box 491, Leeds, LS3 1WZ)

For more details on how we use your information please see our Privacy Notice. This can be found at www.marksandspencer.com/bankprivacynotice.

If you have difficulty in paying any sum owing under the agreement or taking any other action required by this notice, you can apply to the court which may make an order allowing you or any surety more time.

If you are not sure what to do, you should get help as soon as possible. For example you should contact a solicitor, your local Trading Standards Department or your nearest Citizens' Advice Bureau.

How can you make a payment or contact us?

To make a payment or speak to us, please call us on 0345 300 1312*. Lines are open 8am–8pm Monday to Friday and 8am–1pm Saturday (except public holidays).

This notice should include a copy of the current Financial Conduct Authority information sheet on default. This contains important information about your rights and where to go for support and advice. If it is not included, you should contact us to get one.

Help is available.

If you need help with managing your money, you may wish to visit our website at <https://bank.marksandspencer.com/explore/financial-management/> or give us a call on the number above. You can also get help and advice from free money advice organisations, some of which are listed below:

- Citizens Advice (www.citizensadvice.org.uk) 03444 111 444
- Advice UK (www.adviceuk.org.uk) 0300 777 0107
- National Debtline (www.nationaldebtline.co.uk) 0808 808 4000
- StepChange Debt Charity (www.stepchange.org) 0800 138 1111

100
C53
08/12/2020

M&S BANK

M 002145 MUKP005A MS0202MXLIAR6 9210070
Mr Paul Yates

[Redacted]
[Redacted]
[Redacted]
[Redacted]



Dear Mr Yates

M&S Credit Card account number: [Redacted] 6057

Default Notice

Important – You should read this carefully

Why are we sending this notice?

We are sending you this default notice (as required by section 87(1) of the Consumer Credit Act 1974) because you have failed to comply with the terms of your credit card agreement.

Balance: £2,026.23 Limit: £2,000.00 Overdue Amount: £246.00

What is the issue with your account?

Under your credit card agreement you agreed to pay at least a minimum amount each month by the payment date set out in your statement. You have failed to comply with those terms because you have not made your minimum payments by the due date.

What do you need to do to correct this?

You need to bring your account up to date by making the payments you have missed.

To do this, you need to pay us the total amount overdue which is £246.00 within 21 days of the date of this Notice.

If the action required by this notice is taken before the date shown no further enforcement action will be taken in respect of the breach.

If you do not take the action required by this notice before the date shown then the further action set out below may be taken against you.

What happens if you do not correct this?

M&S BANK

MR PAUL YATES
[REDACTED]
[REDACTED]
[REDACTED]

Account Number:

[REDACTED] 5057

Statement Date:

27 December 2020

Credit Limit:

£2000



Your M&S Credit Card Statement

Minimum payments

If you make only the minimum payment each month, it will take you longer and cost you more to clear your balance.

If the account is not fully cleared, interest will be charged on the total value of the statement and not just on the outstanding balance. Interest is charged daily and therefore the earlier we receive your payment the less interest you will be charged.

If you are unable to make the minimum payment please contact us as soon as possible by calling 0345 900 0900.

Dispute resolution

If you have a problem with your agreement, please try to resolve it with us in the first instance. If you are not happy with the way in which we handled your complaint or the result, you may be able to complain to the Financial Ombudsman Service. If you do not take up your problem with us first you will not be entitled to complain to the Ombudsman. We can provide details of how to contact the Ombudsman.

The present balance detailed on this statement has exceeded the Credit Limit shown above. If you pay by Direct Debit then the amount by which you have exceeded your limit is included in the payment that will be collected on the date shown. If you do not pay by Direct Debit then please pay this overlimit amount immediately using one of the methods shown on the reverse of this statement.

003985 008213 MUKP490A

Page 2 of 2

M&S
points total
231

visit [marksandspencer.com](#) for further details

Please retain statement - detach here

Simple ways to stay in control of your account

- Always check your statement carefully and call us if anything looks suspicious.
- You can keep track of your balance between statements by managing your account online. Just visit marksandspencer.com/bank.
- Paying by Direct Debit means you won't incur extra charges for missed or late payments. If you haven't already done so, you can set this up online or by calling us on 0345 900 0900.

Some handy hints and tips for your card safety

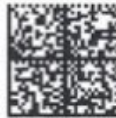
- Make sure your contact details are up to date so we can contact you if we're suspicious of any activity on your account
- Keep statements and receipts in a safe place and take care when disposing of them
- Memorise your PIN and don't write it down anywhere - especially on anything in your purse/wallet
- Never tell anyone your PIN or give anyone your card - we would never ring you to say we were coming to pick up your cards and neither would the police

100
C06
08/01/2021

M&S BANK

M 001371 MUKP086A MS0202MXAI7J5 9210115
Mr Paul Yates

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]



Dear Mr Yates

Final Demand

Important information about your account

M&S Credit Card account number [REDACTED] 6057

Balance: £2,026.23 Limit: £2,000.00 Overdue Amount: £296.65

We wrote to you recently asking you to make the credit card repayments you have missed. We explained that if you didn't do this, we could demand immediate repayment of the full amount you owe including any interest and charges.

How much you need to pay and when?

As you have not done this, we now demand full repayment of £2,026.23. This is the amount you owe including interest and charges.

What can happen if you cannot pay this amount?

If you fail to pay within 7 days of the date of this letter, we:

- may take steps to recover the debt. These could include passing your account to a debt collection agency or specialist team within the HSBC Group (of which we're part) to help us recover this amount.
- will disclose information about the default of your account, including the date and amount outstanding, to the Credit Reference Agencies listed below:
 - Experian Ltd (CreditExpert, PO BOX 7710, Nottingham, NG80 7WE)
 - Equifax Ltd (Equifax, Customer Service Centre, PO Box 10036, Leicester, LE3 4FS)
 - Callcredit Ltd (Consumer Services, Callcredit Ltd, PO Box 491, Leeds, LS3 1WZ)

This may make it more difficult for you to borrow in future.

002

27/01/2021

M&S BANK

M 001317 MUKP134A MS0202MXA3A/S 921015:

Mr Paul Yates

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]



Dear Mr Yates

M&S Credit Card account number [REDACTED] 6057

Arrears Notice

We are obliged by law to send this notice when we do not receive two consecutive minimum payments by their due dates. If your payments are now fully up-to-date, you need take no further action.

This notice is given in compliance with the Consumer Credit Act 1974 because you are behind with payments. Please contact us to discuss your account on 0345 900 0900.

Payments Due

Expected Monthly Minimum Payment	£50.65	Due Date	22/12/2020
Expected Monthly Minimum Payment	£50.65	Due Date	21/01/2021

Payments Received

Date received

These are the payments into your account for the period covered by your last two statements.

Amount received on time £0.00

This amount may be less than the total amount of the payments you have made. This is because a payment is only received on time if you pay the Expected Monthly Minimum Payment amount in full on or before the due date. If you didn't do this, we apply any subsequent payments we receive first to clear the amount you haven't paid and only then, what's left, to the second Expected Monthly Minimum Payment.

Total amount you failed to pay on time £101.30

This amount is the difference between the total of the Expected Monthly Minimum Payments requested from you in the period covered by this notice and the Amount received on time.

Your statement will show the next payment requested from you and the date by which it is due. If you are not up to date with your payments your current arrears are also displayed on your statement.

Missed and partly made payments

This notice does not give details of missed or partly made payments previously notified whether or not they remain unpaid.

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09/02/2021

M&S BANK

000766 MINT173A MS0202MXBJEH12 9210174849

Mr Paul Yates

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]



Dear Mr Yates

M&S Credit Card account number [REDACTED] 6057

We want to let you know we have now asked Moorcroft Debt Recovery Ltd to take responsibility for your account.

Moorcroft Debt Recovery Ltd will contact you in due course about the outstanding balance on your account.

They will only use your information in accordance with our instructions and UK Data Privacy laws. We will continue to use your personal information as set out in our Privacy Notice, which can be located at marksandspencer.com/bankprivacynotice.

Please forward all future payments and queries direct to Moorcroft Debt Recovery Ltd, using the contact details in their introductory letter.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Mark Deiahunty'.

Mark Deiahunty
Head of Collections & Recoveries




Moorcroft Debt Recovery Limited

P.O. Box No. 17, 2 Spring Gardens, Stockport, SK1 4AJ.

Telephone 0345 608 0595 - Standard Rate from landlines

Fax 0161 - 477 3864.

Visit our website 

WWW.MDRL.CO.UK

MR PAUL YATES



Date : 18/02/21



333

**When contacting us please quote :
Moorcroft Reference
003274842412**

Client Reference : 5299301086566057

Dear MR YATES

Client Name : MARKS & SPENCER FINANCIAL SERVICES PLC

Balance Outstanding : £2026.23

Your account details have been passed to us by MARKS & SPENCER FINANCIAL SERVICES PLC to act as a collection agent and we will now be dealing with your account.

We offer a flexible approach to repaying your account and have different options that suit a wide range of individual circumstances. You may have been unable to find a suitable repayment plan on this account previously and we believe that we can help you repay the account.

If you are experiencing financial difficulty, our staff are fully trained to assist you with your current situation and have a range of options to help. In addition there are also a number of organisations that are able to provide free independent money and debt advice and details of these can be found on the reverse of this letter.

We will be in contact with you in the coming days by letter and / or phone in order to discuss your repayment options in detail.

In the meantime, if you want to contact us you can use any of the methods overleaf including telephone on 0345 608 0595 or visit our website **WWW.MDRL.CO.UK.**

We must stress that we are aware of the current position regarding Coronavirus and the effect it is having on many people across the country. If you have been impacted either directly or indirectly and are unable to make a payment at this time we would simply ask you to call us so that we can discuss the options available to you.

Yours sincerely,

A.J.Martin
Debt Recovery Manager




How To Contact Us

Website 

WWW.MDRL.CO.UK
Our website is always open and you can


- Make a payment
- Make an offer of repayment
- Provide us with details of your circumstances
- Raise a query
- Frequently Asked Questions

Webchat 

We are open
Monday - Thursday
7.15am - 9.00pm
Friday
7.15am - 7.00pm
Saturday
8.30am - 4.00pm

By Telephone 

0345 608 0595
We are open
Monday - Thursday
7.15am - 9.00pm
Friday
7.15am - 7.00pm
Saturday
8.30am - 4.00pm

24 Hour Payment Hotline 

0161 475 2949
We accept the following payment methods





Moorcroft Debt Recovery Limited

P.O. Box No. 17, 2 Spring Gardens, Stockport, SK1 4AJ.
Telephone 0345 608 0595. Visit our website 
Fax 0161 - 477 3864. WWW.MDRL.CO.UK

MR PAUL YATES

Date : 26/02/21



333

**When contacting us please quote :
Moorcroft Reference
003274842412**

Client Reference : 5299301086566057

Dear MR YATES

Balance : £2026.23

Re : MARKS & SPENCER FINANCIAL SERVICES PLC

We are sorry that you did not respond to our previous letter. We understand that you may be experiencing financial difficulties at the moment. Neither we nor our client want to take further debt recovery action (such as further letters or telephone calls) but we do need to discuss this account with you.

IMPORTANT INFORMATION

We will :

- Discuss your current financial position with you. ✓
- Consider a repayment plan based on your individual circumstances or situation. ✓
- If necessary place your account on hold to give you time to arrange your finances. ✓
- Let you know if our client is prepared to accept a reduced amount as partial settlement. ✓

We won't :

- Insist on full payment today. ✗
- Pressure you into any payment that you can't afford. ✗

We look forward to receiving your call, but if it's easier visit our website www.mdrl.co.uk.

We must stress that we are aware of the current position regarding the virus outbreak and the effect it is having on many people across the country. We would ask that if you are unable to make a payment at this time that you contact us so that we can discuss your circumstances to ensure your account is treated correctly.


Yours sincerely,

A.J. Martin
Debt Recovery Manager



For security and quality purposes we may record or monitor telephone calls

How To Contact Us

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
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Visit our website

Fax 0161 - 477 3864.

WWW.MDRL.CO.UK

MR PAUL YATES

Date : 12/03/21



333

**When contacting us please quote :
Moorcroft Reference
003274842412**

Dear MR YATES

Client Reference : 5299301086566057

Re : MARKS SPENCER FINANCIAL SERVICES PLC

Balance : £2026.23

MONTHLY INSTALMENT OFFER

We have not heard from you following our previous letters and it may well be that you are not in a position to clear this account in full.

We can confirm that we would be happy to discuss a repayment plan based upon your financial position that you can afford to maintain.

For example £120.00 per month, which would clear your balance in 17 months.

However we would be prepared to agree with you an affordable alternative figure based upon your specific circumstances.

To set up an affordable repayment plan please :

- * Contact our offices on telephone number **0345 608 0595**, or
- * Contact us via our website **www.mdrl.co.uk**.

Our staff will explain to you the payment methods that we offer, however details of payment methods and free debt advice available to you are also provided on the back of this letter.

Do not ignore this letter, if you need assistance please contact us.

We must stress that we are aware of the current position regarding the virus outbreak and the effect it is having on many people across the country. We would ask that if you are unable to make a payment at this time that you contact us so that we can discuss your circumstances to ensure your account is treated correctly.

Yours sincerely,

A.J.Martin
Debt Recovery Manager



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Telephone 0345 608 0595.

Visit our website

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WWW.MDRL.CO.UK

MR PAUL YATES

Date : 26/03/21



333

**When contacting us please quote :
Moorcroft Reference
003274842412**

Client Reference : 5299301086566057

Balance : £2026.23

Dear MR YATES

MARKS SPENCER FINANCIAL SERVICES PLC

You could be free of this debt if you telephone us and agree one of the following options :

Option 1 - Agree an affordable repayment plan.

We would be happy to discuss your financial circumstances with you and agree a monthly plan that you can afford and maintain. If we can reach an agreement we will ensure that no further debt recovery action will be taken whilst the plan is maintained.

Option 2 - A Discount.

Telephone us for a partial settlement figure. The benefit to you will be :

- A discount available to you reducing your debt by an agreed amount.
- Once the agreed payment has been received and cleared neither we or our client will contact you again concerning this debt. Your entry with the Credit Reference Agencies (Credit File) will show this account as partially settled with a nil balance.

Please do not ignore this letter. Contact us today and allow us to help you be free of this debt.

We must stress that we are aware of the current position regarding the virus outbreak and the effect it is having on many people across the country. We can reassure you that unless you can afford to make a payment at the moment, we will not ask you to do so. We would ask that you simply contact us so that we can discuss your circumstances and make sure the account is treated correctly.

Yours sincerely,

A.J. Martin
Debt Recovery Manager



For security and quality purposes we may record or monitor telephone calls

How To Contact Us

Website



WWW.MDRL.CO.UK

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0161 475 2949

We accept the following payment methods






Moorcroft Debt Recovery Limited

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Telephone 0345 608 0595.

Visit our website 

Fax 0161 - 477 3864.

WWW.MDRL.CO.UK

MR PAUL YATES

Date : 14/04/21

**When contacting us please quote :
Moorcroft Reference
003274842412**

Dear MR YATES

Client Reference : 5299301086566057

Re : MARKS & SPENCER FINANCIAL SERVICES

Balance : £2026.23

DISCOUNT OFFER

I am disappointed to note that despite our numerous attempts to contact you no satisfactory agreement has been reached regarding repayment of the balance outstanding of £2026.23 on the above account.

However in an attempt to come to an arrangement our client has informed us that we may be able to offer you a discount from your outstanding balance.

This means that if you are able to pay an acceptable lump sum neither we nor our client will seek to recover the remaining balance of the debt and debt recovery action will cease and your entry with the Credit Reference Agencies (Credit File) will show this account as partially settled with a nil balance.

If you would like to participate in this offer please contact us as soon as possible on 0345 608 0595.

Alternatively we will be happy to discuss a suitable repayment arrangement you can afford and maintain.

We must stress that we are aware of the current position regarding Coronavirus and the effect it is having on many people across the country. If you have been impacted either directly or indirectly and are unable to make your payment at this time we would simply ask you to call us so that we can discuss the options available to you.

Yours sincerely,

A.J.Martin
Debt Recovery Manager

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
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**24 Hour Payment
Hotline** 

0161 475 2949

We accept the following payment methods



For security and quality purposes we may record or monitor telephone calls.



Moorcroft Debt Recovery Limited

P.O. Box No. 17, 2 Spring Gardens, Stockport, SK1 4AJ.

Telephone 0345 608 0595.

Visit our website

Fax 0161 - 477 3864.

WWW.MDRL.CO.UK

MR PAUL YATES

Date : 07/05/21



333

**When contacting us please quote :
Moorcroft Reference
003274842412**

Dear MR YATES

Client Reference : 5299301086566057

Re : MARKS & SPENCER FINANCIAL SERVICES PLC

Balance £2026.23

Re : M&S CREDIT CARD LP AMT-DTE 40.00

We note that we have been unable to agree an affordable repayment plan with you concerning the above account.

As no agreement has been reached we are now in the process of reviewing your account to consider the steps which may be taken in relation to further debt recovery action. The options include one of the following:

- Continue in our attempts to contact you by letter and phone.
- Return your account to our client so that they can consider what to do next e.g. sale of the account to a debt purchase organisation or placement with another Debt Collection Agency.

To prevent possible further action please contact us as soon as possible.

Please be assured that we will always take your circumstances into account. We are aware that these can be difficult times and when you are experiencing any financial difficulties it is important that we work together. Alternatively you may wish to seek advice from one of the organisations listed overleaf.

If we do not hear from you within 28 days, the account may be returned to our client.

We must stress that we are aware of the current position regarding the virus outbreak and the effect it is having on many people across the country. We would ask that if you are unable to make a payment at this time that you contact us so that we can discuss your circumstances to ensure your account is treated correctly.

Yours sincerely,

A J Martin
Debt Recovery Manager

How To Contact Us

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24 Hour Payment Hotline



0161 475 2949

We accept the following payment methods



For security and quality purposes we may record or monitor telephone calls

CreditSecurity

Credit Security Limited
The Old Court House
High Street
Whitchurch
Bucks, HP22 4JS
Tel: 01296 642121
Web: www.creditsecurity.co.uk

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PRIVATE AND CONFIDENTIAL
MR PAUL YATES

[REDACTED]
[REDACTED]
[REDACTED]



Date: 13 AUG 21

Client: M&S BANK

Account Number [REDACTED] 3057

Balance: £2026.23

NOTICE OF INSTRUCTION

Dear Mr Paul Yates,

We are a specialist Debt Collection Agency who have been instructed to collect the above outstanding debt owed to M&S BANK.

Attempts by previous Debt Collection Agencies have proved unsuccessful and we have not been informed of any valid reason for non payment.

If you have been affected by the recent COVID-19 outbreak, or are struggling with your finances, we have a number of ways in which we can help. Please contact one of our friendly advisors as soon as possible so that we can offer our support and explain the options available. The sooner you get in touch, the quicker we can help.

If you are seeking assistance from a third party please let us know so that we can hold any further collection activity on your account. Details of free independent money advice services are on the back of this letter.

One of our agents will be calling you in the next few days to discuss the next steps. Alternatively, please feel free to call us on 01296 642121. Our offices are open Monday to Friday, 8:30 am to 8:00pm and Saturday 9:00am to 1:00pm.

We look forward to hearing from you.

Yours sincerely,

A handwritten signature in black ink, appearing to be 'Paul Yates', is written over a faint line.

Collections Department

*** It is important you are aware that our Client has registered your defaulted account with the Credit Reference Agencies and this may prevent you from obtaining further credit.**

CreditSecurity

Credit Security Limited
The Old Court House
High Street
Whitchurch
Bucks, HP22 4JS
Tel: 01296 642121
Web: www.creditsecurity.co.uk

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PRIVATE AND CONFIDENTIAL
MR PAUL YATES

[REDACTED]



Date: 25 AUG 21

Reference: M&S BANK

Account Number [REDACTED] 6057

Balance: £2026.23

Dear Mr Paul Yates,

Re: Financial Review

We write in reply to your recent communication.

To enable us to consider the position further please complete the form on the reverse side of this letter and return it to us.

If you require any assistance with the completion of the form please call one of our advisors on 01296 642121 who will be happy to help.

We look forward to hearing from you.

Yours sincerely,

Collections Department

CreditSecurity

Credit Security Limited
The Old Court House
High Street
Whitchurch
Bucks, HP22 4JS
Tel: 01296 642121
Web: www.creditsecurity.co.uk

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PRIVATE AND CONFIDENTIAL
MR PAUL YATES

[REDACTED]
[REDACTED]
[REDACTED]



Date: 27 AUG 21

Client: M&S BANK

Account Number [REDACTED] 6057

Balance: £2026.23

FINANCIAL REVIEW

Dear Mr Paul Yates,

We are concerned to note that we have not received a reply to our previous letter.

It is really important that you contact us to discuss this matter to avoid further letters and telephone calls.

We understand how stressful this situation can be and we genuinely want to help you. There is no charge for our service and we can offer a range of payment solutions to suit your circumstances.

To assist you in calculating an affordable and sustainable repayment plan please complete the reverse side of this letter and return to us together with your offer of repayment.

If you are experiencing financial difficulties we would recommend you contact one of the following not for profit organisations for confidential and impartial advice;

- National Debt Line on 0808 8084000
- Citizens Advice Bureau on 03454 040506

You can find further information and assistance on our website www.creditsecurity.co.uk where you can also send us a secure message.

Yours sincerely,

A handwritten signature in black ink, appearing to be 'Paul Yates', is written below the 'Yours sincerely,' text.

Collections Department

*** It is important you are aware that our Client has registered your defaulted account with the Credit Reference Agencies and this may prevent you from obtaining further credit.**

Straight out of the gate M & S Bank elected to send a Notice of Arrears. It always amuses me whenever organisations say things like “we are obliged by law to...” and go on to cite the statute or legislation that they’re operating under, because of course it isn’t law, otherwise it would be called a law and not legislation. This nonsense goes on all the time and is simple to navigate assuming you know something about law vs. legislation vs. Statute. The fact that all three coexist simultaneously is evidence enough to show that they’re different constructs. Law applies to everyone whereas the others are contract based and can, if you know your way around the game, be largely ignored. Simply, anything that isn’t law applies only to those who consent, in much the same way as McDonalds policies only apply to those who are employed by McDonalds. Citizens, taxpayers, Persons and all of the other names used in lieu of saying a MAN or WOMAN are legal constructs, and legislation / statutes apply only to them. This subject is enormous and should be; it’s taken the system over two hundred years to perfect. And you can be assured it is perfected.

So no, M & S Bank is categorically not obliged by law they’re obliged by their corporate policies and legislation.

I sent the first template letter at this point.

They responded within a month and acknowledged my letter with a hopeless half-hearted attempt at a proper response. They denied any knowledge that there was a security instrument involved and then went on to prove they had a printer by enclosing a thick wad of paper with ink on it. They suggested that now they had sent this, they believed that they had satisfactorily proven my liability. Interestingly they made a bold statement here saying that they will not enter into any further correspondence regarding the enforceability or legality of the Agreement. Defeated so easily?

Do I need to mention at this point that they hadn’t qualified for a response?

Another Notice of Arrears followed by another reminder and a plea for me to call them.

Another plea for a call was immediately followed by a generic reminder and yet another Notice of Arrears. They really are quite nice.

Two more polite reminders and a further Notice of Arrears followed and they’re

getting closer to the finish line and their insurance payout.

And then as expected, the letter detailing their passing it over to a debt collector – Moorcroft.

SIX letters later from Moorcroft – ALL without response from me because, well I don't have any business with Moorcroft.

So it goes back to M & S Bank as Moorcroft realise now that I'm never going to respond. So Credit Security is engaged.

“Attempts by previous Debt Collection Agencies have proved unsuccessful and we have not been informed of any valid reason for non-payment.”

And there is some confusion about that? Would Credit Security have bought the bad debt if they had been advised that it was going to be impossible to collect? Also there's again no Notice of Assignment so are they really expecting a reply? Their letter was six months ago and there's been nothing since. Did they get the message so soon?

Chapter Thirteen

Case Study

MBNA



13 November 2019

J319BC02DR5MAA000001687001001333000

Mr PM Yates
[Redacted]
[Redacted]
[Redacted]
[Redacted]

MBNA Customer Assistance
Cawley House
Chester Business Park
PO Box 1004
Chester
CH4 9WW

Freephone: 0800 028 0690
Overseas: +44 1244 659 005

Website: mbna.co.uk

Opening Hours

Monday to Thursday:	9.00am to 8.00pm
Friday:	9.00am to 6.00pm
Saturday:	9.00am to 1.00pm
Sunday:	Closed

Our reference: 50005367607/CCFAA01C

Dear Mr Yates

Credit Card ending 2402 Balance £384.84 Amount Due £25.00

We haven't received your payment

Your payment for your credit card hasn't reached your account. To bring your account up to date, please make a payment of £25.00. You can find details of the ways you can pay on your statements and on our website.

We may remove any promotional interest rates that apply to your account as you have missed a payment.

Until your account is up to date, please don't try to use your card as it may be declined.

If you've made a payment for the arrears amount since the date of this letter, thank you. To avoid missing future payments, you can change your payment date to when you know you will have money in your account. If you're registered for online banking, you can make the change online, or you can call us using the details above.

Call us if you're struggling to repay

If you can't make the payment for the arrears amount above, please let us know. We can talk through your situation to understand how we can help.

Please make a note of your income each month and how much you spend, including mortgage payments, bills for utilities, living costs, and any payments you make to other companies you owe money to. Having this information to hand when you call will save you time and help us better understand your situation through an affordability assessment.

Managing your future payments

Using a payment method such as a direct debit is a safe and convenient way to make regular payments into your account. You don't need to worry about payments being made on time as they are automatically taken from your chosen account, including any arrears.

If you already have a direct debit set up and your monthly payment was returned, please make sure the account you use has enough money in it when your payment is due.

LifestyleProtect

If you have a LifestyleProtect policy and you've experienced involuntary unemployment, hospitalisation, become a full-time carer, or you're not working due to accident or sickness, you may be able to claim. It could also help you with life events, like having a baby, getting married or

Credit Card Number [REDACTED] 402

MR PAUL MICHAEL YATES
[REDACTED]
[REDACTED]
[REDACTED]

Date of Notice - 07/05/2020

If you have recently paid your outstanding minimum payments, please ignore this notice.

The Consumer Credit Act 1974 requires us to send you this notice because you have missed payments due under your credit card agreement. We understand that there may be reasons why you have missed your payments, so please contact us as we would like to help you with any financial difficulties you may be experiencing.

The telephone number to call is 0800 028 0690 or you can write to us at: MBNA Limited, Credit Card Operations, BX1 1LT.

This notice only relates to the last two payments you have missed.

The minimum payments that we have requested are:

06/04/2020	minimum payment due	£25.00
07/05/2020	minimum payment due	£25.00

You have made the following payment(s) towards the amounts requested above:

£0

Any payments that you have made will pay off any other outstanding minimum payments on your account first. This could mean that if you have missed other minimum payments any payments you have recently made may not be shown above.

Amount of payments outstanding for this arrears notice:

£0.00

Missed and partly made payments

This notice does not give details of missed or partly made payments previously notified whether or not they remain unpaid.

Default sums and interest

You may have to pay default sums and interest in relation to the missed or partly made payments indicated above in addition to any default sums and interest already included in this notice. Please contact us if you would like further details. This notice does not take account of any payments received after the date of the notice.

Financial Conduct Authority Information Sheet

This notice should include a copy of the current information sheet on arrears prepared by the Financial Conduct Authority. This contains important information about your rights and where to go for support and advice, for example on applying for a Time Order as well as our right to charge you interest. If it is not included you should contact us to get one. Please refer to the Financial Conduct Authority Information sheet for more information about how to get advice on dealing with your debt.

Private and Confidential
Mr Paul Yates

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

15 July 2021

Our Reference: 2487743
Customer Name: Mr Paul Yates

Dear Mr Yates

Final Response Letter

Thank you for taking the time to contact Link Financial regarding a dispute with your account.

We are writing to confirm that we have fully investigated the contents of your dispute and have come to a decision.

I note that we have not breached any of the guidelines that govern our organisation and business practices and as such will not be taking any further action. A copy of our Dispute Review and Conclusion Form has been enclosed for your records.

If you are dissatisfied by our response you can contact the Credit Services Association, 2 Esh Plaza, Sir Bobby Robson Way, Great Park, Newcastle upon Tyne, NE13 9BA. Alternatively, you have the right to refer your dispute to the Financial Ombudsman Service free of charge, but you must do so within six months of the date of this letter.

If you do not refer your dispute in time, the Ombudsman will not have our permission to consider your dispute and will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

If we have not heard from you within 8 weeks of the date of this letter, we will close our file accordingly.

Yours sincerely

K Hughes

Kathryn Hughes
Complaint & Dispute Resolution Team
Telephone: 03300 247 050
Email: complaints@linkfinancial.co.uk
Link Financial Outsourcing

The team are ready to take your call between 8.00 am – 8.30 pm Monday – Thursday, 9.00 - 5.00 pm Friday & Saturday.

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MR PAUL MICHAEL YATES

[Redacted address lines]

MBNA Limited
Credit Card Operations
BX1 1LT

Tel: 0800 023 2265

05 June 2020

Hello MR YATES

Your card number: *****2402

The payment holiday on your credit card is ending soon

Your three month payment holiday is ending, which means you'll need to start making payments to your card account from your next statement or you'll fall behind with your payments. Sometimes this can come round sooner than expected, but it's because if you missed a payment before your holiday started, it is counted as one of the three payments you didn't need to make.

Try to make at least your minimum payment

Your next statement will show the minimum payment you need to make and the date it's due. If you usually pay by Direct Debit, it will automatically start again so please check you have enough money in your account to cover your payment. If you cancelled your Direct Debit you should set it up again - I've included how to do this with this letter. You can also find other ways to make payments on the back of your statements.

When your payment holiday ends, your terms and conditions go back to what they were before and your minimum payment may be higher. This is because transaction fees and interest are charged during a payment holiday and if you used your card, your balance will have also gone up.

If you need more help

If you're affected by the coronavirus situation, there's online support and other useful advice at [mbna.co.uk/support](https://www.mbna.co.uk/support) If you're worried about not being able to pay your minimum payment, call us at least a few days before the date it's due on 0800 023 2265 - lines are open 9am - 5pm, Monday to Friday. We can discuss your situation and see what help we can offer.

We're getting more calls than usual at this time, so if you call please bear with us as hold times may be longer. I've also listed other organisations that may be able to help at the end of this letter.

Sincerely

Neale Darracott
Head of Credit Cards

J31A4L02,ICOMBA000000333700100333000



MR PAUL MICHAEL YATES

[Redacted address lines]

MBNA Limited
Credit Card Operations
BX1 1LT

Tel: 03456 062 062

21 April 2020

Hello MR YATES

Your card number: *****2402

We've set up a payment holiday for your credit card

We're here to work with you to help you manage your money and as part of this, we're giving you a payment holiday for three months.

I've explained how this will work in this letter, and included the changes to your terms and conditions during the payment holiday on the following pages. Please take a few minutes to read them.

You don't need to make your minimum payments during the payment holiday

if you usually pay by Direct Debit, no payments will be taken during the payment holiday and they'll automatically start again once it's over.

if you have a missed payment on your account already, it will count as one of the three in your payment holiday. It will still be part of your outstanding card balance, but your account will show as being up-to-date.

We'll write to you again to let you know when your payment holiday is coming to the end. Once it ends, we'll treat any future missed payments in-line with your account terms and conditions.

During the payment holiday you can use your card if you have one, but check your balance regularly because if you go over your credit limit you'll no longer be able to use it.

When your payment holiday ends

After the payment holiday your minimum payments may be higher, as we'll be adding interest and transaction fees to your account as usual. So, if you can afford to make any payments into your account while your payment holiday is in place, you should.

Thirdly, we have also been able to obtain statements of your account. These statements were issued to you at your home address, they have made you aware of any additional charges or costs debited to your account balance and it also explains why these costs were applied. These details are also included within the terms and conditions of the original agreement.

We believe that with the information above and the documentation enclosed we have satisfied your points raised in your letter and therefore find that the matter is now closed as we cannot see a valid reason for you to withhold payments to your account.

If you are experiencing financial difficulty and require additional support, we would suggest that you contact Stepchange Debt Charity. Stepchange are a professional and free organisation that provides support to customers in financial difficulty. You can contact Stepchange on a free telephone number 0800 138 1111 or by using their website www.stepchange.org.

At present your account will be held in a non-collective status for the next 56 days after which we will return your account to the collections team who will contact you to discuss a repayment arrangement based solely on your current financial circumstances, this means we will only set an arrangement to pay that is affordable for you. We trust this clarifies matters and we look forward to hearing from you in the near future.

OVERALL RESPONSE:

Based on the above, I wish to clarify that your dispute has been upheld. As such, we believe a reasonable explanation has now been provided and your dispute has now been closed.

Should you remain dissatisfied with our response, you may wish to contact the Financial Ombudsman Service via the details on your cover letter or alternatively via their website www.financial-ombudsman.org.uk within 6 months from the date of this letter.

Response Date	15 July 2021
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14 July 2020

J31A7E02E3RMAAG000001404001001333000

Mr PM Yates
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

MBNA Customer Assistance
Cawley House
Chester Business Park
PO Box 1004
Chester
CH4 9WW

Freephone: 0800 028 0690
Overseas: +44 1244 659 005

Website: mbna.co.uk

Opening Hours
Monday to Thursday: 9.00am to 8.00pm
Friday: 9.00am to 6.00pm
Saturday: 9.00am to 1.00pm
Sunday: Closed

Our reference: 50006336149/CCFAA01C

Dear Mr Yates

Credit Card ending 2402 Balance £536.73 Amount Due £25.00

We haven't received your payment

Your payment for your credit card hasn't reached your account. To bring your account up to date, please make a payment of £25.00. You can find details of the ways you can pay on your statements and on our website.

We may remove any promotional interest rates that apply to your account as you have missed a payment.

Until your account is up to date, please don't try to use your card as it may be declined.

If you've made a payment for the arrears amount since the date of this letter, thank you. To avoid missing future payments, you can change your payment date to when you know you will have money in your account. If you're registered for online banking, you can make the change online, or you can call us using the details above.

Call us if you're struggling to repay

If you can't make the payment for the arrears amount above, please let us know. We can talk through your situation to understand how we can help.

Please make a note of your income each month and how much you spend, including mortgage payments, bills for utilities, living costs, and any payments you make to other companies you owe money to. Having this information to hand when you call will save you time and help us better understand your situation through an affordability assessment.

Managing your future payments

Using a payment method such as a direct debit is a safe and convenient way to make regular payments into your account. You don't need to worry about payments being made on time as they are automatically taken from your chosen account, including any arrears.

If you already have a direct debit set up and your monthly payment was returned, please make sure the account you use has enough money in it when your payment is due.

LifestyleProtect

If you have a LifestyleProtect policy and you've experienced involuntary unemployment, hospitalisation, become a full-time carer, or you're not working due to accident or sickness, you may be able to claim. It could also help you with life events, like having a baby, getting married or



2 May 2020

J31A5402JPMAA0000002559001001333000

Mr PM Yates
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

MBNA Customer Assistance
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Opening Hours
Monday to Thursday: 9.00am to 8.00pm
Friday: 9.00am to 6.00pm
Saturday: 9.00am to 1.00pm
Sunday: Closed

Our reference: 50006336149/CCSAR04C

Dear Mr Yates

Credit Card ending 2402 Balance £504.77 Amount Due £25.00

Let us know if you're struggling with your payments – we can help

We haven't yet received your payment to bring your credit card account up to date. Please make a payment for the arrears amount above. You can find details of the ways you can pay on your statements and on our website.

Until your account is up to date, please don't try to use your card as it may be declined.

If you have already made a payment for the arrears amount since the date of this letter, thank you. Please continue to make your monthly payments.

Let us know if you're having difficulty repaying

If you can't make the payment for the arrears amount, please let us know. Every day we help customers manage their account and we can talk through your situation to understand how we can help. For example we can work with you to try and agree a repayment plan.

Please make a note of your income each month and how much you spend, including mortgage payments, bills for utilities, living costs, and any payments you make to other companies you owe money to. Having this information to hand when you call will save you time and help us better understand your situation through an affordability assessment.

Managing your future payments

If you think you may struggle to make your future monthly payments, you can change your payment date to when you know you will have money in your account. If you're registered for online banking, you can make the change online, or you can call us using the details above.

You'll find details of the ways you can pay on your statement and on our website. Using a payment method such as a direct debit is a safe and convenient way to make regular payments into your account. You don't need to worry about payments being made on time as they are automatically taken from your chosen account, including any arrears.

Promotional interest rate

If you have a promotional interest rate on your account and you miss a minimum monthly payment, the interest rate may revert to the standard rate. When a promotional interest rate is removed due to non-payment, it cannot be reinstated.



Credit Card Number: [REDACTED] 402

MR PAUL MICHAEL YATES
[REDACTED]

Date of Notice - 06/08/2020

If you have recently paid your outstanding minimum payments, please ignore this notice.

The Consumer Credit Act 1974 requires us to send you this notice because you have missed payments due under your credit card agreement. We understand that there may be reasons why you have missed your payments, so please contact us as we would like to help you with any financial difficulties you may be experiencing.

The telephone number to call is 0800 028 0690 or you can write to us at: MBNA Limited, Credit Card Operations, BX1 1LT.

This notice only relates to the last two payments you have missed.

The minimum payments that we have requested are:

09/07/2020	minimum payment due	£25.00
06/08/2020	minimum payment due	£25.00

You have made the following payment(s) towards the amounts requested above:

£0

Any payments that you have made will pay off any other outstanding minimum payments on your account first. This could mean that if you have missed other minimum payments any payments you have recently made may not be shown above.

Amount of payments outstanding for this arrears notice:

£50.00

Missed and partly made payments

This notice does not give details of missed or partly made payments previously notified whether or not they remain unpaid.

Default sums and interest

You may have to pay default sums and interest in relation to the missed or partly made payments indicated above in addition to any default sums and interest already included in this notice. Please contact us if you would like further details. This notice does not take account of any payments received after the date of the notice.

Financial Conduct Authority Information Sheet

This notice should include a copy of the current information sheet on arrears prepared by the Financial Conduct Authority. This contains important information about your rights and where to go for support and advice, for example on applying for a Time Order as well as our right to charge you interest. If it is not included you should contact us to get one. Please refer to the Financial Conduct Authority information sheet for more information about how to get advice on dealing with your debt.



Mr Paul Yates
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Reference: 10686943

18/Aug/2020

Dear Mr Yates

Account: *****9109

We are in receipt of a "Notice of Fault" sent to us by Mr Paul Yates on 18/May/2020.

The Consumer Credit Act 1974 is the statute that has been specifically designed to regulate agreements between lenders and consumers. It provides consumers with protections and remedies if lenders do not comply with its requirements. We are entitled to rely on your regulated credit agreement as evidence that you agreed to repay the debt incurred under that agreement. It is not necessary for us to provide any further "proof of claim" over and above this.

The Bills of Exchange Act 1882 is the statute that regulates the use of negotiable instruments. Examples of negotiable instruments are bills of exchange and promissory notes. Your credit agreement is not a negotiable instrument and neither is any other document provided to you in accordance with the strict requirements of the Consumer Credit Act 1974, such as statements of account and notices of default.

Furthermore, under Section 123 of the Consumer Credit Act, lenders are prohibited from taking negotiable instruments, other than bank notes or cheques, in discharge of any sum payable by a debtor under a regulated agreement. Insofar as you have purported to employ the services of a Notary and to follow procedures in the Bills of Exchange Act, please note that this is neither appropriate nor acknowledged in the context of the legal regime which regulates your credit agreement.

You do have a right under Section 78 of the Consumer Credit Act 1974 to request a copy of your credit agreement. You can do this by writing to: MBNA Limited, Credit Card Operations, BX1 1LT.

We acknowledge that some of our customers, even when they borrow responsibly, can fall into financial difficulty when circumstances are out of their control.



19 August 2020

MBNA
Customer Services
BX1 1LT

Mr Paul Yates
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Telephone: 08000 961 377
Extension number: 1582644

Our reference: 15311708
Card number: xxxx xxxx xxxx 2402

Your complaint

Dear Mr Yates

Thank you for taking the time to contact us. I can confirm that I've received your letter dated 18 May.

Thank you for your patience in waiting for my response

Due to the Covid-19 situation, we're dealing with many more complaints than usual, which means our complaint handling timescales times are much longer as well. I'm sorry we couldn't give you a better service at this time.

Having looked into this, the issues you've raised don't relate to a complaint so I've passed your letter onto the relevant team who will contact you directly.

I've closed your complaint with us, but if you'd like to talk about this you can call me directly on 08000 961 377, using my extension 1582644. My working hours are 9am to 5pm Monday to Friday. If it's easier to call outside of these hours, our office is open from 8am to 8pm Monday to Friday and 9am to 3pm Saturday, when someone else can help you.

Yours sincerely

Jo Dodd
Complaint Manager, Customer Services



25 August 2020

J31ABP02F9EMAA000002580001001333000

Mr PM Yates



MBNA Customer Assistance
Cawley House
Chester Business Park
PO Box 1004
Chester
CH4 9WW

Freephone: 0800 028 0690
Overseas: +44 1244 659 005

Website: mbna.co.uk

Opening Hours

Monday to Thursday: 9.00am to 8.00pm
Friday: 9.00am to 6.00pm
Saturday: 9.00am to 1.00pm
Sunday: Closed

Our reference: 50006336149/CCSAR02C

Dear Mr Yates

Credit Card ending 2402 Balance £548.07 Amount Due £50.00

We can help you manage the arrears on your account – please call us

We wrote to you recently as you've missed payments to your credit card. Your account is in arrears and payment of £50.00 is now due. You can find details of the ways you can pay on your statements and on our website.

Until your account is up to date, please don't try to use your card as it may be declined.

If you've made a payment for the arrears since the date of this letter, thank you. Please continue to make your monthly payments.

Please call us to discuss how we can help

If you can't make the payment for the arrears amount above, please let us know. Every day we help customers manage their account and we can talk through your situation to understand how we can help. For example, we can work with you to try and agree a repayment plan.

Please make a note of your income each month and how much you spend, including mortgage payments, bills for utilities, living costs, and any payments you make to other companies you owe money to. Having this information to hand when you call will save you time and help us better understand your situation through an affordability assessment.

Managing your future payments

If you think you may struggle to make your future monthly payments, you can change your payment date to when you know you will have money in your account. If you're registered for online banking, you can make the change online, or you can call us using the details above.

You can find details of the ways you can pay on your statements and on our website. Using a payment method such as a direct debit is a safe and convenient way to make regular payments into your account. You don't have to worry about payments being made on time as they're automatically taken from your chosen account, including any arrears.

Our next steps if you don't get in touch

If we don't hear from you, or receive a payment for your arrears, we'll continue to try to contact you to agree a way forward.

Your credit file has been impacted

As your account is in arrears, your credit file has been updated to show this. It's normal for us to



P Yates
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Our reference: 10693506

Your reference:

03/Sep/2020

Thanks for getting in touch about Payment Protection Insurance (PPI)

Hello,

Account: ***2402 P Yates**

We just wanted to confirm we're now investigating your complaint.

We'll keep you updated on our progress and will contact you if we need to know more; either by letter, text message or phone. Just so you know, we usually call from a withheld number. We'll leave a message if we miss you, or if you'd rather not answer.

While we're investigating, it's important you manage your account in-line with your terms and conditions (if you have an active account that is)... which includes making payments on time.

If your complaint is about the mis-sale of Payment Protection Insurance (PPI) and the policy is still active, we may cancel it. If we do, we'll let you know in our final response.

As you'd expect, we're committed to dealing with everything fairly and aim to issue our final response as soon as possible, so hopefully you won't need to do anything further.

Sincerely

Sean Quinn

Customer Services Operations Director



Mr P Yates

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Reference: 10693506

07/Oct/2020

Hello Mr Yates,

Account: *****2402

We recorded your letter dated 24/08/2020 as a complaint in error, so we've closed the complaint case down. Sorry for any confusion caused.

We've passed your letter to the team that's best able to help - they'll be in touch soon.

Sincerely

A handwritten signature in cursive script that reads 'Sean Quinn'.

Sean Quinn

Customer Services Operations Director



Credit Card Number: [REDACTED] 402

MR PAUL MICHAEL YATES
[REDACTED]
[REDACTED]
[REDACTED]

Date of Notice - 08/10/2020

If you have recently paid your outstanding minimum payments, please ignore this notice.

The Consumer Credit Act 1974 requires us to send you this notice because you have missed payments due under your credit card agreement. We understand that there may be reasons why you have missed your payments, so please contact us as we would like to help you with any financial difficulties you may be experiencing.

The telephone number to call is 0800 028 0690 or you can write to us at: MBNA Limited, Credit Card Operations, BX1 1LT.

This notice only relates to the last two payments you have missed.

The minimum payments that we have requested are:

07/09/2020	minimum payment due	£25.00
08/10/2020	minimum payment due	£25.00

You have made the following payment(s) towards the amounts requested above:

£0

Any payments that you have made will pay off any other outstanding minimum payments on your account first. This could mean that if you have missed other minimum payments any payments you have recently made may not be shown above.

Amount of payments outstanding for this arrears notice:

£50.00

Missed and partly made payments

This notice does not give details of missed or partly made payments previously notified whether or not they remain unpaid.

Default sums and interest

You may have to pay default sums and interest in relation to the missed or partly made payments indicated above in addition to any default sums and interest already included in this notice. Please contact us if you would like further details. This notice does not take account of any payments received after the date of the notice.

Financial Conduct Authority Information Sheet

This notice should include a copy of the current information sheet on arrears prepared by the Financial Conduct Authority. This contains important information about your rights and where to go for support and advice, for example on applying for a Time Order as well as our right to charge you interest. If it is not included you should contact us to get one. Please refer to the Financial Conduct Authority information sheet for more information about how to get advice on dealing with your debt.



Mr Paul Yates

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Reference: 10698510

12/Oct/2020

Dear Mr Yates

Account: *****2402

Thanks for your most recent letter.

We recently responded to your comments on 18/08/2020.

As it would be disproportionate to the issues raised, we do not intend to enter into subsequent correspondence with you. This is our final response on the matter.

We acknowledge that some of our customers, even when they borrow responsibly, can fall into financial difficulty when circumstances are out of their control.

We are committed to helping our customers get out of debt as quickly as their circumstances allow, for various repayment options visit: mbna.co.uk/support

StepChange Debt Charity provides a free online tool, which can tailor advice depending on individual circumstances. The contact details for StepChange Debt Charity and other services are as follows:

StepChange Debt Charity
Visit: Stepchange.org
Call: 0800 138 1111

Citizens Advice Bureau
Visit: citizensadvice.org.uk

National Debt Line
Visit: nationaldebtline.org
Call: 0808 808 4000



17 October 2020

J31AAJ02E7KMAA000001975001001333000

Mr PM Yates
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

MBNA Customer Assistance
Cawley House
Chester Business Park
PO Box 1004
Chester
CH4 9WW

Freephone: 0800 028 0690
Overseas: +44 1244 659 005

Website: mbna.co.uk

Opening Hours
Monday to Thursday: 9.00am to 8.00pm
Friday: 9.00am to 6.00pm
Saturday: 9.00am to 1.00pm
Sunday: Closed

Our reference: 50006336149/CCFDN01C

Dear Mr Yates

Credit Card ending 2402 Balance £560.03 Arrears £100.00

Please make a payment for the full arrears of your credit card

We recently sent you a Default Notice because your account is still in arrears. You have not responded to the Default Notice within the requested time period.

What you need to do now – please make a payment for the full arrears

As we haven't been able to agree a way for you to repay the arrears, the full arrears on your account is now due for payment. Please call us today to make a payment or to discuss how we can help. You can find details of other ways you can pay on your statements and on our website.

If you haven't done so already, you, and any additional cardholders, must stop using your cards and destroy them safely.

It's not too late for us to help – please call us today

Please call us today if you can't repay the full arrears. We understand that dealing with debt is difficult. Every day we work with customers like you, who for many different reasons, are struggling to make their repayments. If you'd rather not speak to us directly, you can ask us to talk to a friend or family member you trust.

Please make a note of your income and how much you spend each month, including mortgage payments, bills for utilities, living costs, and any payments you make to other companies you owe money to. Having this information to hand when you call will save you time and help us better understand your situation through an affordability assessment.

What we'll do next if we don't hear from you

If we don't receive payment of the arrears, or work together to agree a way forward to repay the arrears, we will end our agreement with you. We'll write to you when we end our agreement with you demanding immediate payment of the total balance owing under the agreement, not just the arrears set out above.

We may ask a debt collection company to collect the full debt on our behalf.

Alternatively, we may sell your debt to an external company who may decide to take you to court to recover the debt. If we do sell your debt, we'll make sure the details of your financial circumstances and recent payments you've been making are passed to the relevant company.



21 November 2020

J31ABN02E10MAA000001549001002333000

Mr PM Yates

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

MBNA Customer Assistance
Cawley House
Chester Business Park
PO Box 1004
Chester
CH4 9WW

Freephone: 0800 028 0690
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Website: mbna.co.uk

Opening Hours
Monday to Thursday: 9.00am to 8.00pm
Friday: 9.00am to 6.00pm
Saturday: 9.00am to 1.00pm
Sunday: Closed

Our reference: 50006336149/CCSAR05C

Credit Card ending 2402 Balance £560.03 Amount Due £125.00

We'll end your credit card agreement soon – please call us

Dear Mr Yates

We recently sent a Default Notice and follow up letter to you about the amount owed on your credit card. We haven't heard from you so far. If you're able to, please make a payment for the full amount of £125.00. You can do this online at mbna.co.uk or in a Halifax, Bank of Scotland or Lloyds Bank branch.

It's not too late for us to help you – please get in touch

We understand sometimes things change and we're here to support you if they do. So, if you don't think you'll be able to pay off the full amount in one go, we can help you find a plan that works for you.

If you'd like us to do this, it's helpful for us to understand your current situation. Before you call us, please make a note of your income each month and how much you spend, including:

- mortgage or rent payments
- bills for utilities
- living costs
- and any payments you make to other companies you owe money to.

If you'd rather not speak to us directly, you can ask us to talk to a friend or family member you trust.

What happens if we don't hear from you

If you don't get in touch soon or we don't receive this payment, we'll end your credit card agreement with us and register a default with the Credit Reference Agencies.

We may also ask a debt collection agency to collect the full outstanding amount for us. If we do this, we'll write to you to let you know.

Alternatively, we may pass your debt to another company. This means we'll give them details of your financial circumstances and any recent payments you've made. If they're not able to agree a plan with you, they may decide to take you to court.



Credit Card Number [REDACTED] 402

MR PAUL MICHAEL YATES
[REDACTED]
[REDACTED]
[REDACTED]

Date of Notice - 07/12/2020

If you have recently paid your outstanding minimum payments, please ignore this notice.

The Consumer Credit Act 1974 requires us to send you this notice because you have missed payments due under your credit card agreement. We understand that there may be reasons why you have missed your payments, so please contact us as we would like to help you with any financial difficulties you may be experiencing.

The telephone number to call is 0800 028 0690 or you can write to us at: MBNA Limited, Credit Card Operations, BX1 1LT.

This notice only relates to the last two payments you have missed.

The minimum payments that we have requested are:

06/11/2020	minimum payment due	£25.00
07/12/2020	minimum payment due	£25.00

You have made the following payment(s) towards the amounts requested above:

£0

Any payments that you have made will pay off any other outstanding minimum payments on your account first. This could mean that if you have missed other minimum payments any payments you have recently made may not be shown above.

Amount of payments outstanding for this arrears notice:

£50.00

Missed and partly made payments

This notice does not give details of missed or partly made payments previously notified whether or not they remain unpaid.

Default sums and interest

You may have to pay default sums and interest in relation to the missed or partly made payments indicated above in addition to any default sums and interest already included in this notice. Please contact us if you would like further details. This notice does not take account of any payments received after the date of the notice.

Financial Conduct Authority Information Sheet

This notice should include a copy of the current information sheet on arrears prepared by the Financial Conduct Authority. This contains important information about your rights and where to go for support and advice, for example on applying for a Time Order as well as our right to charge you interest. If it is not included you should contact us to get one. Please refer to the Financial Conduct Authority information sheet for more information about how to get advice on dealing with your debt.



14 January 2021

Mr PM Yates
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

MBNA Customer Assistance
Cawley House
Chester Business Park
PO Box 1004
Chester
CH4 9WW

Freephone: 0800 028 0690
Overseas: +44 1244 659 005

Website: mbna.co.uk

Opening Hours
Monday to Thursday: 9.00am to 8.00pm
Friday: 9.00am to 6.00pm
Saturday: 9.00am to 1.00pm
Sunday: Closed

Our reference: 50006336149/CCDFN01C

Credit Card ending 2402 Balance £560.03 Arrears £175.00

IMPORTANT – YOU SHOULD READ THIS CAREFULLY

DEFAULT NOTICE Served under section 87(1) of the Consumer Credit Act 1974

Your credit card agreement states that you must pay the minimum payment each month.

You are in breach as you failed to make a payment for the due amount in accordance with your agreement and arrears of £175.00 are now outstanding.

To remedy the breach you must pay us £175.00 into the above account by 1 February 2021.

IF THE ACTION REQUIRED BY THIS NOTICE IS TAKEN BEFORE THE DATE SHOWN NO FURTHER ENFORCEMENT ACTION WILL BE TAKEN IN RESPECT OF THE BREACH.

IF YOU DO NOT TAKE THE ACTION REQUIRED BY THIS NOTICE BEFORE THE DATE SHOWN THEN THE FURTHER ACTION SET OUT BELOW MAY BE TAKEN AGAINST YOU.

- We will end our agreement with you, unless you agree an arrangement with us to repay the arrears.
- We will write to you when we end our agreement demanding immediate payment of the total balance owing under the agreement, not just the arrears set out above.
- We may ask a debt collection company to collect the full debt on our behalf.
- We may sell the debt to an external company who may decide to take you to court to recover the debt. If we do sell your debt, we'll make sure the details of your financial circumstances and recent payments you've been making are passed to the relevant company.

If you haven't done so already, you, and any additional cardholders, must stop using your cards and destroy them safely.

You should be aware that if we take you to court and get a judgment against you requiring you to pay us the money you owe us under the agreement, you may have to pay us both the amount of the judgment and interest under the agreement on all the sums owed by you at the date of the judgment until you have paid these in full. This means that even if you pay off the whole amount of the judgment, you may still have a further sum to pay.

This notice should include a copy of the current Financial Conduct Authority information sheet on default. This contains important information about your rights and where to go for support and advice. If it is not included, you should contact us to get one.



14 January 2021

J31B1E02DT4MAA0000001100001002333100

Mr PM Yates
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

MBNA Customer Assistance
Cawley House
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Website: mbna.co.uk

Opening Hours
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Friday: 9.00am to 6.00pm
Saturday: 9.00am to 1.00pm
Sunday: Closed

Our reference: 50006336149/CCDFN01C

Credit Card ending 2402 Balance £560.03 Arrears £175.00

Please make a payment or get in touch about your credit card by 1 February 2021

Dear Mr Yates

We've recently been in touch about the amount owed on your credit card. This includes several months of missed payments and means if we can't agree a way forward with you, we may end your agreement. So it's important we work together to put a repayment plan in place, or for you to make a payment for £175.00 by 1 February 2021.

If you've set up a plan with us in the last few days or made a payment, you can ignore this letter.

If we don't hear from you we may close your account

We've included a Default Notice with this letter, which is a legal document. Sending this to you means we can end your credit card agreement if we don't receive payment for £175.00 by 1 February 2021. The notice includes a reminder of the things you agreed to when you took out your card, such as the minimum payments you should make each month. It also covers the payments you're behind on, called arrears.

It's not too late for us to help

We understand sometimes things change and we're here to support you. So, if you don't think you'll be able to pay off the amount in one go, we can help you find a plan that works for you. If you're worried about not being able to make any payments, it's still important to get in touch as there may be other things we can do.

There are a couple of ways to do this:

- If you're registered for Internet Banking you'll find more information to help manage your account. You may also be able to set up a payment plan here.
- You can call us, and we can talk through your options together. If you'd rather not speak to us directly, you can ask us to talk to a friend or family member you trust.

Whichever way you choose, it's useful for us to understand your current situation. So please make a note of your income and how much you spend each month. For example mortgage or rent payments, utility bills and payments made to other companies.

We want to avoid ending your agreement

We don't want to end your agreement, as this won't help because:

*Called 20th Jan, '21 - Spoke to Wendy.
Unhelpful.*



27 January 2021

J31B1R02DU5MAA000001629001002333000

Mr PM Yates
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

MBNA Customer Assistance
Cawley House
Chester Business Park
PO Box 1004
Chester
CH4 9WW

Freephone: 0800 028 0690
Overseas: +44 1244 659 005

Website: mbna.co.uk

Opening Hours
Monday to Thursday: 9.00am to 8.00pm
Friday: 9.00am to 6.00pm
Saturday: 9.00am to 1.00pm
Sunday: Closed

Our reference: 50006336149/CCHLD01C

Dear Mr Yates

Credit Card ending 2402 Balance £560.03 Amount Due £175.00

We've put a 30 day hold on your credit card

Thank you for speaking to us the other day. We know how tough it can be to talk about money, so we're grateful for your call.

We're glad to let you know that the 30 day hold we spoke about is now in place.

We've set it out below – and hope that it will give you the time to take a breath and have a good think about what you'd like to do. Please take a moment to check that you're happy with it.

When will your hold end?

It will end on 26 February 2021.

What will happen during this hold?

- This hold will not clear the amount you are behind by and your normal monthly payments are still due each month during this hold. We won't chase you to make these payments, but if you miss payments during this time, you will need to catch up with them.
- As you are experiencing financial difficulty, we have temporarily stopped charging you interest on your card to help you. We will charge interest again when your situation improves.
- There is also now an increased risk that you will not be able to repay what you owe. This means you won't be able to use your card again until your situation improves.
- For now, we suggest you use this time to get some independent advice and make sure your priority payments are up to date.
- Feel free to get in touch any time between now and the end of the hold.



29 January 2021

J31B1T02D6JMAA0000001071001001333000

Mr PM Yates
[Redacted]
[Redacted]
[Redacted]
[Redacted]

MBNA Customer Assistance
Cawley House
Chester Business Park
PO Box 1004
Chester
CH4 9WW

Freephone: 0800 028 0690
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Website: mbna.co.uk

Opening Hours

Monday to Thursday:	9.00am to 8.00pm
Friday:	9.00am to 6.00pm
Saturday:	9.00am to 1.00pm
Sunday:	Closed

Our reference: 50006336149/CCAIS01C

Dear Mr Yates

Credit Card ending 2402 Balance £560.03 Amount Due £175.00

We've waived interest on your credit card for the time being

As you're in financial difficulty, as a concession we've waived the contractual interest. This means there is a temporary interest freeze and we've stopped charging you interest on your credit card for now.

When will interest start again?

When things get better for you. We will write to you when we do this.

What will happen during this time?

- We won't charge you any interest on this credit card.
- Your monthly payments are still due each month.
- If you can't keep up with your credit card payments in the future, please call us so we can help you.

Something to think about

- As you are in financial difficulty, there is an increased risk that you will not be able to repay what you owe. This means you won't be able to use your card.
- Being behind with your payments can affect your credit score and make it harder and more costly for you to borrow money.
- It may also stay on your credit file for 6 years, but the impact on your credit score will reduce if you keep up with your payments.

We hope this interest waiver helps you get back on track. Please get in touch if you don't think it will, if something doesn't look right, or you have any questions.

Yours sincerely

Gary Sharpe
Head of Customer Assistance



Credit Card Number [REDACTED] 402

MR PAUL MICHAEL YATES
[REDACTED]
[REDACTED]
[REDACTED]

1270057

Date of Notice - 08/02/2021

If you have recently paid your outstanding minimum payments, please ignore this notice.

The Consumer Credit Act 1974 requires us to send you this notice because you have missed payments due under your credit card agreement. We understand that there may be reasons why you have missed your payments, so please contact us as we would like to help you with any financial difficulties you may be experiencing.

The telephone number to call is 0800 028 0690 or you can write to us at: MBNA Limited, Credit Card Operations, BX1 1LT.

This notice only relates to the last two payments you have missed.

The minimum payments that we have requested are:

07/01/2021	minimum payment due	£25.00
08/02/2021	minimum payment due	£25.00

You have made the following payment(s) towards the amounts requested above:

£0

Any payments that you have made will pay off any other outstanding minimum payments on your account first. This could mean that if you have missed other minimum payments any payments you have recently made may not be shown above.

Amount of payments outstanding for this arrears notice:

£50.00

Missed and partly made payments

This notice does not give details of missed or partly made payments previously notified whether or not they remain unpaid.

Default sums and interest

You may have to pay default sums and interest in relation to the missed or partly made payments indicated above in addition to any default sums and interest already included in this notice. Please contact us if you would like further details. This notice does not take account of any payments received after the date of the notice.

Financial Conduct Authority Information Sheet

This notice should include a copy of the current information sheet on arrears prepared by the Financial Conduct Authority. This contains important information about your rights and where to go for support and advice, for example on applying for a Time Order as well as our right to charge you interest. If it is not included you should contact us to get one. Please refer to the Financial Conduct Authority information sheet for more information about how to get advice on dealing with your debt.



16 February 2021

MBNA
Customer Services
BX1 1LT

Mr P Yates
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Telephone: 08000 961 377
My extension: 1582651

Our reference: 15891376
Card number: xxxx xxxx xxxx

We've looked into your complaint

Dear Mr Yates

Thanks for talking to me about the letters sent to us in May and August 2020. I've looked into this for you, and based on what you've told me and my review, we're declining your complaint. I appreciate this may not be what you expected, so I'd like to explain our decision and what you can do next.

We responded to your correspondence

I can confirm that we responded to your letter dated 18 May 2020 on 18 August 2020 under the reference 10686943. We subsequently wrote to you on 20 October under reference 10698510, in response to your communication on 18 August.

I've enclosed a copy of both letters for easy reference.

If you have any questions please get in touch

You can call me directly on 08000 961 377. Our office is open 8am to 8pm Monday to Friday and 9am to 3pm Saturday and someone can help you if I'm not available.

You can go to the Financial Ombudsman Service

If you don't agree with this decision, **you have the right to refer your complaint to the Financial Ombudsman Service, free of charge – but you must do so within six months of the date of this letter.**

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

I've enclosed a copy of the Financial Ombudsman Service's leaflet which includes further information. Alternatively, you can visit its website at www.financial-ombudsman.org.uk

Yours sincerely



27 February 2021

J31B3102DSSMAA000001592001002333000

Mr PM Yates
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

MBNA Customer Assistance
Cawley House
Chester Business Park
PO Box 1004
Chester
CH4 9WW

Freephone: 0800 028 0690
Overseas: +44 1244 659 005

Website: mbna.co.uk

Opening Hours

Monday to Thursday:	9.00am to 8.00pm
Friday:	9.00am to 6.00pm
Saturday:	9.00am to 1.00pm
Sunday:	Closed

Our reference: 50006336149/CCFDN01C

Credit Card ending 2402 Balance £560.03 Arrears £200.00

Please make a payment for the missed amount on your credit card

Dear Mr Yates

We recently got in touch with you about the amount owed on your credit card. We haven't heard from you about the Default Notice we sent you as yet. This means £200.00 is now owed, which is the full amount of missed payments and any interest which may be due.

If we don't hear from you or receive a payment, we'll end your credit card agreement with us. This means we'll ask for immediate payment of the total balance, not just the missed payment amount.

If you haven't already, please stop using your cards for this account and dispose of them securely. If you have any regular payments from this card, please also get in touch with the companies to arrange for the payments to come from another card or account.

Please make a payment if you can

If you're able to make a payment for the full missed amount, this will stop any more interest being added.

If you want to do this, please call us on the number at the top of this letter. We've also included some other ways to make a payment with this letter.

It's not too late for us to help – please get in touch

We understand sometimes things change and we're here to support you if they do. So, if you don't think you'll be able to pay off the full amount in one go, we can help you find a plan that works for you.

If you'd like us to do this, it's helpful for us to understand your current situation. Before you call us, please make a note of your income each month and how much you spend, including:

- mortgage or rent payments
- bills for utilities
- living costs
- any payments you make to other companies you owe money to.

If you'd rather not speak to us directly, you can ask us to talk to a friend or family member you trust.>

What happens if we end your credit agreement



MBNA Recoveries
PO Box 1004
Chester Business Park
Chester
CH4 9WW

.J31B3K0C21NUAAD000000210001001000

Mr PM Yates
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Telephone: 0800 633 5591

Date: 19th March 2021

Ref: 16139658005/RFDTL1

Your credit agreement has ended - please make a payment

Account number: [REDACTED] 402
New reference number: 16139658005
Account balance: £560.03
Amount due: £560.03

Dear Mr Yates

We've written to you several times and sent you a Default Notice asking you to repay the arrears on your account. You have not brought your account up to date within the time requested and you continue to be in breach of your agreement. Due to this, we have now ended your credit agreement.

Our Recoveries team are now managing your account

We have replaced your account number with the new reference number of 16139658005 and we will use this when contacting you in the future. Please use this reference number when contacting us or making payments.

You can no longer use your credit facility as your account has been blocked. Please cancel any regular payments from this account and destroy the cards safely.

What you need to do next

Please make a payment for the full balance shown above immediately. You can make your payment by debit card using the above telephone number. You no longer have the contractual right to repay your debt by monthly repayments, however if you have agreed a repayment amount with us, you should continue to make these payments until further notice.

What to expect next

If you can't make a payment for the full balance shown, this is what will happen next.

We may ask a debt collection company to collect the full debt on our behalf or we may sell your debt to an external company who may decide to take you to court to recover the debt. If we do sell your debt, we'll make sure the details of your financial circumstances and recent payments are passed to the relevant company.

We, or another company, will be in touch. And you won't need to do anything before you hear from one of us.

Your credit file has been impacted

We will register a default with the credit reference agencies. This information will stay on your credit file for six years and affect your ability to borrow money in the future, not just with us, but also with other banks, building societies, mobile phone operators and other credit providers.



Retail Recoveries
Pitreavie Business Park
Queensferry Road
Dunfermline
KY99 4BS

STRICTLY PRIVATE & CONFIDENTIAL

Mr Paul Yates



23 April, 2021

Dear Mr Yates

Reference: MBNA Credit Card
Account Number [REDACTED] 402

We are writing to notify you that MBNA Limited has assigned all of its respective rights, title and interest in respect of the above referenced account (including the outstanding balance) to LC Asset 2 S.à r.l. ("LC Asset 2"), effective 19/04/2021.

The total balance sold was £ 560.03 as at the date of sale 19/04/2021. Any payments made towards your MBNA Limited account after 19/04/2021 will be forwarded to LC Asset 2 and will be deducted from the balance shown above.

As you are no longer making the agreed repayments, it is important that you contact Link to discuss your intentions regarding your account. Please call on **0330 135 5254**, and one of their Account Officers will be happy to discuss your current circumstances and agree a repayment plan that is fair and affordable to you.

Under the terms of this assignment, and as defined in the Data Protection Legislation, LC Asset 2 and Link Financial Outsourcing Limited are now the Data Controllers of your Personal Data contained in the records of this account 4129832547202402.

The smooth transfer of your account to Link is important to us. So, if you have any questions, please contact Link on the above contact number and they will be pleased to assist. Opening hours are 08:00 to 20:30 Monday to Thursday and 09:00 to 17:00 on Fridays and Saturdays.

Yours sincerely

Gary Sharpe
Head of Customer Assistance

LC Asset 2 S.à r.l.
PO BOX 107 Caerphilly CF83 3GG



Private & Confidential
Mr Paul Yates



Reference: 2487743
Account: [REDACTED] 402
Sale Balance: £ 560.03
MBNA Limited

23 April, 2021

Dear Mr Yates

We write to confirm that MBNA Limited has assigned your account to LC Asset 2 S.à r.l. ("LC Asset 2"), on 19/04/2021 with an outstanding balance of £ 560.03. LC Asset 2 has appointed Link Financial Outsourcing Limited ("Link") to service your account on their behalf.

You can contact Link using the details below:

Link Financial Outsourcing Limited	Tel: 0330 135 5254	Banking Details: HSBC
PO Box 107	Email: info@linkfinancial.co.uk	Bank Account: : 54192761
Caerphilly	Web: www.linkfinancial.eu	Sort Code: 40-05-30
CF83 3GG		

If you are being advised by a Debt Management Company or Insolvency Practitioner, unless you are advised otherwise by them, they will continue to manage your account on your behalf, and you should continue to make your payments to them. Please provide them with a copy of this letter.

If your account is subject to a Bankruptcy Order, Link will co-ordinate with the appointed Official Receiver and you do not need to take any further action.

LC Asset 2 and Link are the Data Controllers for your personal data contained in the records of this account 4129832547202402. We take your privacy seriously and will only use your personal information to administer and service your account. Any questions about our data protection policy should be directed to the **Data Protection Officer, PO BOX 107 Caerphilly CF83 3GG**. Full details can be found under the Privacy Notice on Link's Website at www.linkfinancial.eu.

For assistance regarding your finances you can also contact your local Citizens Advice Bureau or telephone Stepchange Debt Charity on 0800 138 1111 both of whom provide free and independent advice.

Yours sincerely

For and on behalf of LC Asset 2



Private & Confidential
Mr Paul Yates



10 May, 2021

Dear Mr Yates

Our ref: 2487743

Customer Verification Process – Outbound call

We refer to the recent telephone call that we made to either yourself or your authorised person. We take the security of our customer data very seriously and as part of our commitment to this we require all outbound calls to pass a Customer Verification Process (CIV). This is a series of questions that we ask to make sure we are speaking with the right person. This process involves asking for the following customer information:

- Full name
- Full name of authorised person (if applicable)
- First line of the address held on our system including postal code
- Date of Birth

If these do not match exactly we may ask alternative security questions such as the balance or last payment date otherwise we are unable to continue with the telephone call. We are sorry to say that the recent call failed our security process.

To rectify this issue please contact our office on telephone number 03330 145 145.or alternatively if you need to update personal details please submit in writing by post or email to the address on this letter.

Yours sincerely

For and on behalf of Link Financial Outsourcing Ltd

CALL TODAY 03330 145 145 PO BOX 107 Caerphilly CF83 3GG
www.linkfinancial.eu



Strictly Personal & Confidential
Mr Paul Yates

[REDACTED]
[REDACTED]
[REDACTED]

Our Reference: 2487743

13 May 2021

Originator: MBNA Limited
Account Number [REDACTED] 402

Dear Mr Yates

Further to our recent telephone call, please find enclosed a copy of the notice of assignment.

If you have any queries or questions, please do not hesitate to contact a member of our team. Customer Support Officers can be contacted on 03330 145 145 between the hours of 08:00 to 20:30 Monday to Thursday, 08:00 to 17:00 Friday and 09:00 to 17:00 Saturday and will be happy to assist you further.

Yours sincerely

A handwritten signature in black ink, appearing to be 'R. [unclear]'.

For and on behalf of
Link Financial Outsourcing Limited

CALL TODAY 03330 145 145 PO BOX 107 Caerphilly CF83 3GG
www.linkfinancial.eu



Mr Paul Yates



24 May, 2021

OUR REFERENCE: 2487743
ORIGINATOR: MBNA Limited
ACCOUNT NUMBER [REDACTED] 402

Dear Mr Paul Yates

DISPUTE ACKNOWLEDGEMENT LETTER

Thank you for taking the time to contact us regarding your recent dispute.

Please accept this as an acknowledgment of your dispute and confirmation that it has been assigned to our Complaints & Dispute Resolution Team.

We will endeavour to handle your dispute as quickly as possible and will contact you within the next 4 weeks, however in the meantime, if you have any further questions or comments, please contact us on the details below and we will be happy to assist further.

Yours sincerely

Rebecca Offers
Complaint & Dispute Resolution Team
Email: Complaints@linkfinancial.co.uk
Telephone: 03300 247 050

TUO
C58
04/08/2021

M&S BANK

000231 MUKF716A MSG202MXHE7F10 9610143186

Mr Paul Yates

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]



Dear Mr Yates

M&S Credit Card account number: [REDACTED] 6057

We want to let you know we have now asked Credit Security Ltd to take responsibility for your account.

Credit Security Ltd will contact you in due course about the outstanding balance on your account.

They will only use your information in accordance with our instructions and UK Data Privacy laws. We will continue to use your personal information as set out in our Privacy Notice, which can be located at marksandspencer.com/bankprivacynotice.

Please forward all future payments and queries direct to Credit Security Ltd, using the contact details in their introductory letter.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Mark Delahunty'.

Mark Delahunty
Head of Collections & Recoveries

CALL TODAY 03330 145 145 PO BOX 107 Caerphilly CF83 3GG
www.linkfinancial.eu



Mr Paul Yates
[REDACTED]
[REDACTED]
[REDACTED]

15 June, 2021

OUR REFERENCE: 2487743
ORIGINATOR: MBNA Limited
ACCOUNT NUMBER [REDACTED] 402

Dear Mr Paul Yates

UPDATE ON OUR INVESTIGATIONS

While we are doing our best to resolve your dispute as quickly as possible you will be aware that that we have not yet completed our investigation.

We thank you for your co-operation and continued patience. If any additional information becomes available that would support your dispute, please forward this to the team as soon as possible.

Yours sincerely

Rebecca Offers
Complaint & Dispute Resolution Team
Telephone: 03300 247 050
For & on behalf of Link Financial



Private & Confidential

Mr Paul Yates
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Notice issued by Link Financial Outsourcing Limited for LC Asset 2 S.a r.l.

Telephone: 0330 058 0887
Date of Notice: 17/10/2021

Statement Of Account - Please Retain For Your Records

Dear Mr Yates

Please note, if you currently have a repayment arrangement in place, you do not need to do anything. Please keep making your payments and retain this statement for your records. However if you have no repayment arrangement in place we would encourage you to contact us on the telephone number above.

Credit Agreement under account number:	[REDACTED]#02	
Agreement originated by:	MBNA Limited	
Link Reference:	2487743	
Statement Period:	19/04/2021 to 17/10/2021	Statement No. 001
Date Assigned:	19/04/2021	
Current Balance:	£560.03	

Date	Transaction Type / Description	Debit	Credit	Balance
19/04/2021	Balance Brought Forward			£560.03
17/10/2021	Balance Carried Forward			£560.03

Subsequent Notice of Sums In Arrears

This notice is given in compliance with the Consumer Credit Act 1974.

Balance at the date of this notice £560.03

Arrears on balance at 17/10/2021 £560.03

The current arrears represent the outstanding balance as you did not maintain payments in accordance with the terms of the original agreement so the full amount became due.

If you have not already done so, we would encourage you to contact us to discuss the state of your account.

Yours sincerely,

Link Financial Outsourcing

Important messages are shown on the reverse

MBNA have quite the reputation for being aggressive and unruly when it comes to pursuing their debtors, but I have to disagree. They are just as hopeless and ineffectual as any of the others. They can't validate anything and won't engage the subject matter and so are no more or less hard to dispatch than anyone else.

The standard first contact letter arrived stating that they'd not received a payment. This was followed by them setting up a payment holiday – always a good move as it allows us to access more of our cash before they shut the game down. The payment holiday was allegedly for three months and yet the very next month they wrote again wondering why I hadn't made any payment to the account. Does Homer Simpson manage this outfit? I sent out the first template letter.

Five days later they again sent a reminder for payment and I still wonder what exactly is meant in banking language by a payment holiday? A month later they wrote to advise that the payment holiday would soon end and that I must resume payments to the account.

One month later they sent a payment reminder. Five days after that they sent a 'Notice'. A Notice of what, I am still unsure about as they forgot to head it with a title. So I have a Notice...

And now for a great anomaly: the next letter from them stated that I'd issued a Notice of Default – which I had not. The account number cited was not mine but the address was. This odd little mistake actually gave up a little detail, which was, that there clearly are other people taking these bozos to account and that Homer must've drafted in Bart to handle communications. In their response to this other guy they made the statement that the 'consumer credit act was for regulating agreements between lenders and consumers'. I'm deeply interested at this stage as to how any of that can be made to stick as it's now a demonstrable fact in law that these companies are categorically NOT lenders and we are not consumers, we are men and women. I didn't feel particularly compelled to respond to the nonsense and just let them get on with it.

The next day I received a letter confirming they had received my letter ONLY three months after I sent it. Four times they used the word complaint and then performed a U-turn and decided that my letter wasn't a complaint and stated they will forward it to the relevant team and close the complaint; the complaint that I

didn't make, that they initiated. I hope someone is taking notes for a comedy sketch.

Six days later they sent a standard letter of overdue payment.

And then came anomaly number TWO. The next letter I received was regarding my 'complaint' about Payment Protection Insurance (PPI). This again featured my address and name but it seems like the Simpson boys have employed Maggie to do their mail outs now. I hadn't sent them any letters regarding PPI – why would I? So they'd apparently set off on investigating my complaint and would get back to me with a response. I can't wait!

Next letter was a confirmation of them having closed the complaint procedure - for another complaint I hadn't made.

Then they issued another 'Notice...'

I was again unsure of what, as the title was omitted. It seems to be policy at MBNA to issue Notices of nothing.

Finally they got around to attempting a response to my letter but sadly it failed. They stated that they had previously responded to my comments, but they were still citing their response to an imaginary Notice of Default that they believed I had sent, and that it would be disproportionate to respond to my letter - just another way of stating that what they might say is largely not worth the paper they would send it on (but then what was this they had sent?) I hadn't received anything prior to this, that made even the slightest attempt to address my points, and the statement that they would not enter into any correspondence and that this was their final response was great news. We can hold their feet to the fire should they want to progress this any further.

Another payment reminder followed by a 'we'll end your agreement with us' statement and then another Notice of...again nothing.

Finally. A proper Notice of Default arrived, which begs the question, what were all the others? They've now demonstrated that they do actually know how to issue correct Notices.

Next up is another request for payment with another threat that they'll end the Agreement.

The next letter is to state that they've placed a thirty-day hold on the account.

Following this they write to advise that they've waived the interest on the account "as you're in financial difficulty." I didn't ever state this to them and this fictional standing has been entirely created by them and does not reflect anything pertaining to this matter.

Next letter is another Notice of nothing.

They then decided to return to my letter despite telling me that they have considered the matter closed – again calling it a complaint but declining the complaint on grounds that they have already responded to it, more script for the sitcom.

Then another request for payment.

Then the statement that they've ended the agreement. Finally!

I then got the notification that they've assigned all their rights in the account to LC Asset 2 Sarl (there's that catchy name again) but unfortunately it seems they forgot to do it properly.

It's very interesting that LC Asset 2 Sarl wrote to me on the exact same day that MBNA wrote their last letter. Is there really someone at the LC Asset 2 Sarl office that can conduct extensive due diligence into this account so quickly AND get a letter off the same day? They must be superhuman!

So then Link Financial called me and attempted to get me to jump through their verification hoops without any success.

I asked them to verify this account assignment by actually producing the Notice to which they agreed.

I received a letter from Link Financial stating to please find the Notice of Assignment enclosed but it wasn't. Oops. At this point they still have nothing and can do even less, but out of courtesy I sent them the first template letter for a DCA.

They responded quickly by calling my letter a dispute despite me always closing my letters with there is no dispute in this matter.

Their next letter ‘update on our investigations’ confirmed that the template letters really do gum up their gears. “Please bear with us while we investigate the matter” is a classic we don’t know what to do now...

The following letter, one month later, whilst detailed and wordy offered nothing by way of a response in substance and they declined to comment, stating that the issue will be handed back to the original creditor. This last letter was dated October 2021 – six months ago as of writing. It seems they’d hit the end stops and there was no more track. I fully expect they will resell this debt to another DCA and forget to tell them they failed to collect on it, and who will no doubt fire off at least one letter before realising the account is 100% uncollectable.

Chapter Fourteen

The Credit File

We will now take a look at the credit file and the entries that have been made to it by the alleged 'lenders'. Anyone can view their credit history file online and it can quickly get very detailed to a point of being incomprehensible (deliberate I'm sure).

We have to open an account and sometimes, depending on the agency, they require a membership or a fee to see the detailed entries. I always sign up for the free trial period, usually one month, and when I've copied the info I want, I cancel the subscription. That said, the third reference agency in the UK is Equifax and I don't use them specifically because they are arrogant, ignorant and spectacularly unhelpful in my experience. That they use a call centre in Manila, thousands of miles away from the centre of the action, is all you need to know about this business. To open an account is simple enough but if anything should go wrong they require information from you that approaches a DNA level before they'll help. Steer clear, they'll waste your time.

The following are screen shots from two of the three main agencies in the UK.

Defaulted accounts

An account defaults when enough payments are missed that the lender closes the agreement. This affects your score for 6 years after being declared a default.

LINK FINANCIAL	Credit Card	19 Mar 2021	>
LINK FINANCIAL (LBG)	Credit Card	09 Nov 2020	>
MBNA LTD	Credit Card	19 Mar 2021	>
AQUA/MARBLES BRAND OF PCL	Credit Card	31 Mar 2021	>
HALIFAX CREDIT CARD	Credit Card	09 Nov 2020	>
M & S BANK	Credit Card	01 Feb 2021	>
AMERICAN EXPRESS SERVICES EUROPE LIMITED	Credit Card	03 Nov 2021	>
CAPITAL ONE	Credit Card	20 Mar 2021	>
BARCLAYCARD	Credit Card	25 Feb 2021	>

Interestingly, Link Financial are NOT a lender, same as all the banks then, but a debt management company that farms out bulk bad debts to the DCA's. At the time of writing I'm unsure as to whether the law permits them to make any kind of entry onto a credit history file and is something I will be pursuing in the near future.

MBNA LTD

£0

Credit Card



This account's payment history has some payment issues that may affect your score

Account in Default

What other names does this lender trade under?

Opened: 12 Jan 2019

Loaned to: PAUL YATES

Credit limit: £0

Address:

Defaulted date: 19 Mar 2021

Date of birth:

Last updated: 09 May 2021



Debt Assigned to CAIS Member

Date Notified:

The lender has sold the debt to another member of our information-sharing scheme. The old account will have been closed and a new active account will show in the name of the lender who has bought the debt

01 May 2021

Last year

1 year

<div style="background-color: #f0f0f0; padding: 5px;"> £0 Account in Default </div>	<div style="background-color: #f0f0f0; padding: 5px;"> £504 In good standing </div>	<div style="background-color: #f0f0f0; padding: 5px;"> In good sta </div>
<div style="background-color: #f0f0f0; padding: 5px;"> £560 Account in Default </div>	<div style="background-color: #f0f0f0; padding: 5px;"> £462 In good standing </div>	<div style="background-color: #f0f0f0; padding: 5px;"> In good sta </div>
<div style="background-color: #f0f0f0; padding: 5px;"> £560 6 months late </div>	<div style="background-color: #f0f0f0; padding: 5px;"> £284 In good standing </div>	<div style="background-color: #f0f0f0; padding: 5px;"> In good sta </div>
<div style="background-color: #f0f0f0; padding: 5px;"> £560 + 6 months late </div>	<div style="background-color: #f0f0f0; padding: 5px;"> £308 + In good standing </div>	<div style="background-color: #f0f0f0; padding: 5px;"> Not Report </div>
<div style="background-color: #f0f0f0; padding: 5px;"> £560 + 6 months late </div>	<div style="background-color: #f0f0f0; padding: 5px;"> £357 + 1 month late </div>	
<div style="background-color: #f0f0f0; padding: 5px;"> £560 + 5 months late </div>	<div style="background-color: #f0f0f0; padding: 5px;"> £384 + 1 month late </div>	
<div style="background-color: #f0f0f0; padding: 5px;"> £560 + 4 months late </div>	<div style="background-color: #f0f0f0; padding: 5px;"> £381 + In good standing </div>	
<div style="background-color: #f0f0f0; padding: 5px;"> £560 + 3 months late </div>	<div style="background-color: #f0f0f0; padding: 5px;"> £478 + 1 month late </div>	
<div style="background-color: #f0f0f0; padding: 5px;"> £548 + 2 months late </div>	<div style="background-color: #f0f0f0; padding: 5px;"> £357 + In good standing </div>	
<div style="background-color: #f0f0f0; padding: 5px;"> £536 + 1 month late </div>	<div style="background-color: #f0f0f0; padding: 5px;"> £384 + In good standing </div>	

Seven strikes from MBNA. They obviously prefer this activity to rolling up their sleeves and getting into answering my questions in a grown up, civil manner. These guys are definitely top of the pile for the clean up phase in chapter Fifteen.

AQUA/MARBLES BRAND OF PCL

£1,302

Credit Card

⊖ This account's payment history has some payment issues that may affect your score

Account in Default

What other names does this lender trade under?

Opened: 10 Jan 2019
 Credit limit: £0
 Defaulted date: 31 Mar 2021
 Last updated: 11 Apr 2021

Loaned to: PAUL YATES
 Address: [REDACTED]
 Date of birth: [REDACTED]



Account Query

Date Notified

The lender has reported that you have questioned how accurate the information is

01 Oct 2020

Last year

1 year

×	Account in Default	£1,302	+	✓	In good standing	£111	+	✓	In good sta
?	Not Reported	£1,302	+	✓	In good standing	£119	+	✓	In good sta
?	Not Reported	£1,302	+	✓	In good standing	£31	+	✓	In good sta
?	Not Reported	£1,302	+	✓	In good standing	£40	+		
?	Not Reported	£1,302	+	✓	In good standing	£48	+		
?	Not Reported	£1,240	+	✓	In good standing	£65	+		
?	Not Reported	£1,172	+	✓	In good standing	£75	+		
✓	In good standing	£1,095	+	✓	In good standing	£67	+		
✓	In good standing	£1,043		✓	In good standing	£0			
✓	In good standing	£943		✓	In good standing	£30			
✓	In good standing	£911		✓	In good standing	£50			

This is more an appropriate reflection of the way it should be done and certainly proportionate to the laws that govern (or should govern) their activities. They're out of order however as they still haven't responded to my questions.

HALIFAX CREDIT CARD

£0

Credit Card

⊖ This account's payment history has some payment issues that may affect your score

Account in Default

What other names does this lender trade under?

Opened: 09 Jan 2019
 Credit limit: £0
 Defaulted date: 09 Nov 2020
 Last updated: 03 Jan 2021

Loaned to: PAUL YATES
 Address: [REDACTED]
 Date of birth: [REDACTED]



Debt Assigned to CAIS Member

Date Notified:

The lender has sold the debt to another member of our information-sharing scheme. The old account will have been closed and a new active account will show in the name of the lender who has bought the debt

01 Jan 2021

Last year

1 year

✕	Account in Default	£0	
✕	Account in Default	£1,668	
⚠	6 months late	£1,668	
⚠	5 months late	£1,668	
⚠	4 months late	£1,668	+
⚠	3 months late	£1,668	+
⚠	2 months late	£1,636	+
⚠	1 month late	£1,605	+
✓	In good standing	£1,571	+
✓	In good standing	£1,502	+

✓	In good standing	£1,434	
✓	In good standing	£1,439	
✓	In good standing	£1,450	
✓	In good standing	£1,509	
✓	In good standing	£1,325	+
✓	In good standing	£1,320	+
✓	In good standing	£984	+
✓	In good standing	£621	+
✓	In good standing	£531	+
✓	In good standing	£0	+

Halifax are particularly childish in their operations. They couldn't wait to get to the finish line on this account.

M & S BANK

£2,026

Credit Card

● This account's payment history has some payment issues that may affect your score

Account in Default

What other names does this lender trade under?

Opened: 28 Nov 2018
Credit limit: £0
Defaulted date: 01 Feb 2021
Last updated: 02 Jan 2022

Loaned to: PAUL YATES
Address: [REDACTED]
Date of birth: [REDACTED]

Last year

1 year

×	Account in Default	£2,026	+	△	6 months late	£2,026	+	✓	In good sta
×	Account in Default	£2,026	+	△	5 months late	£2,026	+	✓	In good sta
×	Account in Default	£2,026	+	△	4 months late	£2,014	+	✓	In good sta
×	Account in Default	£2,026	+	△	3 months late	£2,002	+	✓	In good sta
×	Account in Default	£2,026	+	△	2 months late	£2,002	+	✓	In good sta
×	Account in Default	£2,026	+	✓	In good standing	£1,990	+	✓	In good sta
×	Account in Default	£2,026	+	✓	In good standing	£1,819	+	✓	In good sta
×	Account in Default	£2,026	+	✓	In good standing	£1,753	+	✓	In good sta
×	Account in Default	£2,026	+	✓	In good standing	£1,722	+	✓	In good sta
×	Account in Default	£2,026	+	✓	In good standing	£1,485	+	✓	In good sta
×	Account in Default	£2,026		✓	In good standing	£1,482		✓	In good sta
△	6 months late	£2,026		✓	In good standing	£1,446		✓	In good sta

Fifteen – count ‘em! Fifteen hits on my account. These guys are clearly butt hurt over our business dealings together. They failed at every turn to respond appropriately and went crazy in trying to defame me via my credit file account. “We’ll really screw with this guys’ commercial standing!” I can almost hear them saying it.

AMERICAN EXPRESS SERVICES EUROPE LIMITED

£1,167

Credit Card



This account's payment history has some payment issues that may affect your score

Account in Default

What other names does this lender trade under?

Opened: 06 Nov 2018
 Credit limit: £0
 Defaulted date: 03 Nov 2021
 Last updated: 02 Jan 2022

Loaned to: PAUL YATES
 Address: [REDACTED]
 Date of birth: [REDACTED]

Last year

1 year

	Account in Default	£1,167			In good standing	£0			In good sta
	Account in Default	£1,167			In good standing	£0			In good sta
	6 months late	£1,148			In good standing	£0			In good sta
	5 months late	£1,130			In good standing	£0			In good sta
	4 months late	£1,112			In good standing	£0			In good sta
	3 months late	£1,094			In good standing	£0			In good sta
	2 months late	£1,064			In good standing	£0			In good sta
	1 month late	£1,035			In good standing	£0			In good sta
	In good standing	£999			In good standing	£0			In good sta
	In good standing	£0			In good standing	£0			In good sta
	In good standing	£0			In good standing	£0			In good sta
	In good standing	£0			In good standing	£21			In good sta

Amex is still wondering what happened. I used the card for one large payment and didn't make a single payment to service the account. They called every day until I asked them to stop.

Credit Card

 This account's payment history has some payment issues that may affect your score

Account in Default

What other names does this lender trade under?

Opened: 31 Oct 2018

Credit limit: £0

Defaulted date: 20 Mar 2021

Last updated: 02 Jan 2022

Loaned to: PAUL YATES

Address:

Date of birth:

Last year

1 year

	Account in Default	£622			4 months late	£580			In good sta
	Account in Default	£622			3 months late	£555			In good sta
	Account in Default	£622	+		2 months late	£529	+		In good sta
	Account in Default	£622	+		1 month late	£505	+		In good sta
	Account in Default	£622	+		In good standing	£481	+		In good sta
	Account in Default	£622	+		In good standing	£469	+		In good sta
	Account in Default	£622	+		In good standing	£457	+		In good sta
	Account in Default	£622	+		In good standing	£448	+		In good sta
	Account in Default	£622	+		In good standing	£133	+		In good sta
	Account in Default	£622	+		In good standing	£61	+		In good sta
	6 months late	£622	+		In good standing	£64	+		In good sta
	5 months late	£607	+		In good standing	£72	+		In good sta

Capital One's good ole' Darren Carlile. We've crossed swords several times and he fails every time to answer my questions. So he gets nothing. And then the toys fly out of the pram and they just can't stop themselves. Defamation is the name of their game here and we're going to prove in the end that we were standing in honour while they were doing all of this.

BARCLAYCARD

£909 —

Credit Card

● This account's payment history has some payment issues that may affect your score

Account in Default

What other names does this lender trade under?

Opened: 04 Nov 2018
 Credit limit: £0
 Defaulted date: 25 Feb 2021
 Last updated: 05 Dec 2021

Loaned to: PAUL YATES
 Address: [REDACTED]
 Date of birth: [REDACTED]

Last year

1 year



✘	Account in Default	£909		△	4 months late	£877		✓	In good standing
✘	Account in Default	£909		△	3 months late	£856		✓	In good standing
✘	Account in Default	£909	+	△	2 months late	£838	+	✓	In good standing
✘	Account in Default	£909	+	△	1 month late	£819	+	✓	In good standing
✘	Account in Default	£909	+	✓	In good standing	£683	+	✓	In good standing
✘	Account in Default	£909	+	✓	In good standing	£668	+	✓	In good standing
✘	Account in Default	£909	+	✓	In good standing	£653	+	✓	In good standing
✘	Account in Default	£938	+	✓	In good standing	£638	+	✓	In good standing
✘	Account in Default	£938	+	✓	In good standing	£638	+	✓	In good standing
✘	Account in Default	£938	+	✓	In good standing	£589	+	✓	In good standing
△	6 months late	£919	+	✓	In good standing	£599	+	✓	In good standing
△	5 months late	£896	+	✓	In good standing	£628	+	✓	In good standing

Barclaycard was another one racing for the finish line. They didn't want to entertain any discussion and completely ignored me, placing them squarely in dishonour. In fairness they can't answer our questions because that would incriminate them, so we shouldn't be at all surprised at the silence.

Credit cards

LENDER	BALANCE	UPDATE	STATUS
Link Financial Outsourcing Limited	£560	10 Dec 2021	Default ▼
Link Financial Outsourcing Limited	£1,668	10 Dec 2021	Default ▼
Newday LTD (Aqua)	£1,302	31 Dec 2021	Default ▼
Capital One	£822	31 Dec 2021	Default ▼
Marks and Spencer	£2,026	31 Dec 2021	Default ▼
American Express Services Europe LTD	£1,167	31 Dec 2021	Default ▼
Barclaycard	£309	30 Nov 2021	Default ▼

Just look at all those hits from Link with this agency. They seem to be an angry bunch don't they? It'll be a good day when they receive instruction to remove ALL of their malicious strikes. It'll be even better if they ignore me and then have to explain themselves to a Judge (as well as pay for the damage they've caused).

Newday LTD (Aqua)

£1,302

31 Dec 2021

Default



Name Mr Paul Yates

Address



Date of birth



Account type

Credit Card

Account number

*****8188 0

Account start date

10/01/2019

Repayment frequency

Monthly

Date of default

31/03/2021

Default balance

£1,302

Status history

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
2021	Ⓞ	Ⓞ	Ⓞ	Ⓞ	Ⓞ	Ⓞ	Ⓞ	Ⓞ	Ⓞ	Ⓞ	Ⓞ	Ⓞ
2020	●	●	●	●	●	●	●	●	Ⓞ	Ⓞ	Ⓞ	Ⓞ
2019	●	●	●	●	●	●	●	●	●	●	●	●

Capital One

£822

31 Dec 2021

Default



Name Mr Paul Yates

Address



Date of birth



Account type Credit Card

Account number *****7815 0

Account start date 31/10/2018

Repayment frequency Monthly

Date of default 20/03/2021

Default balance £822

Status history

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
2021	0	0	0	0	0	0	0	0	0	0	0	0
2020	●	●	●	●	●	●	●	●	1	0	0	1
2019	●	●	●	●	●	●	●	●	●	●	●	●
2018										●	●	●

Chapter Fifteen

The Clean Up

Once we're at a point where the bank have been defeated, they've closed the account and childishly thrown their toys out of the pram by refusing to respond, and then sold the account to a debt collector, we can begin the process of forcing them to act under law by correcting their mistakes.

Their actions are now on the record; remember at this stage we have a solid and fully documented case against them where they refused to respond to any of our polite requests for information, told outright lies in contradiction of their policies, and have committed several acts of negligence, in addition to ignoring our honest endeavours to alert them to a potential fraud occurring within their ranks.

We now have just cause to demand that they recant on every judgement made against us on grounds of defamation and of causing us harm and loss to our commercial standing. This whole mess is due precisely to their steaming ahead casting all questions & concerns aside, and refusing to acknowledge that they'd left the plantation and acted as mavericks. Our credit file took a beating at their hands while we were genuinely trying to resolve the matter. We tried to bring a serious concern to their attention. We didn't say at any point that we wouldn't repay the account, in fact, we stated that we wanted to settle it in full, but they continually evaded our concerns and made it impossible to open any dialogue which might've resolved the whole thing and re-enabled the account payments. The fact that we have to withhold payments just to get their attention is all that needs to be said here.

The bank's registrations against us at the credit file agencies were ALL driven by policies within their structure that are more or less automatic procedure. These procedures are based on what happens when an agreement falters for any reason. Banks and their systems are not especially geared up to deal with something outside of their check boxes and form fields, and even when our questions are escalated up the line there are very few people who actually know what is going on or who can even begin to understand our concerns from a position of knowledge. If our letter happens to get in front of a senior banker that knows the game, they immediately go into damage control and instruct the minions to close the account (as we have seen), move it off ledger and prepare it for sale to a DCA. There's no button for 'what if the actual agreement is faulty?' anywhere in their corporate policy, itself a huge tell that they're operating entirely in complacency. The top guys do have the ability to override the automation but in the overwhelming majority of cases they don't; it's all very revealing. Their actions in these cases say far more about their activities than their words. And so the time is rapidly approaching when their shenanigans will be brought to an end and they will stand accountable and be forced to correct their mistakes.

These organisations do NOT want any of this publicly announcing because that runs the potential risk of outing what has been going on for many years and put an end to their way of life. The courts are the last place where these matters will be aired and the banks will perform miracles to get this account out and away from causing any damage to their profiteering operations.

It can all be understood by a very simple equation; IF the banks were upstanding and honest and the system worked as they say it does - there would be no skirting around the issue by sending dozens of letters, photocopied statements, thinly veiled threats and credit file judgements with an eventual selling of the account to a DCA. Instead they would immediately drag us into court after the second missed payment, state their case, present all their evidence and bang! They'd win. We would then receive a bill for the court case in addition to repaying everything we'd borrowed plus interest and the system would stand strong.

But that is NOT what happens. And at this point we have LOTS of documentation that clearly shows it doesn't and why. And all of that makes for a very suspicious situation.

So the way to force a bank to act under law is actually quite simple, and serving

them with the highest document in law – The Affidavit, does it nicely. An Affidavit will turn just about any situation around when done correctly, as it establishes the facts of the matter (usually the only facts in the matter). It sets out the remedy required (because this is a commercial situation), and must at all costs be taken seriously by both sides.

Affidavits are private law. They are a sworn oath of truth by a living man or woman and they cannot be expunged, discredited, declined or dismissed by any Judge, Magistrate or legal professional – ever! But they can be ignored and that route is almost always fatal to the respondent. The only soul that can remove an Affidavit is the Affiant (the man or woman that served it) and it can only be answered by the Respondent (the man or woman that received it). Thus an Affidavit can only be served upon a man or woman by a man or woman.

In our case we go directly to the head of the beast, the CEO of the bank because everyone working in that bank (or any other business) works under the corporate liability of the CEO. He or she has the ultimate responsibility for everyone working there from the cleaners to the executives.

We tell our truth by stating precisely what has happened. We list it all out like a diary of events; what we did, what they did (or didn't do), what we brought to their attention etc. and we do it in bulleted or numbered points. Each point is one item not several things, because rambling in an Affidavit is just not done. It needs to be concise, devoid of emotion and factual.

Then we list our grievances and damages as a result of their actions and what we require our adversary to do to correct the matter and restore commercial balance. Commercial balance is what it's all about in the end as everything must be harmonious. Affidavits are the 'truth in commerce' and at this point there is an imbalance. The equation is weighted unequally in their favour and we are suffering because of their actions. So because this is a commercial matter the only appropriate remedy is of a financial nature. Apologies and corrections are all well and good but we have suffered financially, so the only apology that does anything to correct the matter is money.

The bank has acted inappropriately from the onset of the alleged agreement, whilst we have remained in honour and have attempted to notify them that there are problems with their belief in a contract. We must also never lie in an Affidavit. If there's any doubt – leave it out. This document is truly a

powerhouse, but only if it can't be rebutted, it so avoid exaggeration, being economical with truth, or stating inaccuracies. There are more than enough actual facts in this matter to bury them so it doesn't serve us to exaggerate or lie to win points.

Once we've detailed our grievances and the corrective action they must take, they are obligated in law to rebut ALL of our truths point by point. ALL of them. And they must do so will full supporting evidence and under penalty of perjury the same as we have done all along. 'On penalty of perjury' means that we stand or fall on our word. That everything we said is the complete truth and now they must respond (or not) in the same fashion.

We give them ten days within which to respond and if they have a different version of truth to ours then now is the time to express it. It should be easy for them to rebut our version right? Which is why we must be 100% truthful and certain. If our truth is THE truth then they cannot rebut it and will fall silent and fail to respond. A failure to respond appropriately to a properly served Affidavit is decisive in law as 'he who does not speak when given the chance – concedes' and "failure to rebut is tacit agreement", and one more for good measure "He who fails to respond – acquiesces". There are so many maxims regarding the failure to respond to a properly served claim in Affidavit form - it's the closest thing to a guarantee there is for getting the job done with the full backing of the court.

Once ten days has elapsed with no rebuttal the bank has legally agreed to all of our claims. There are no reminders or any extra time granted as ten days is ample time for anyone to get their affairs in order and make a response. After their failure they must now meet our stated remedy, which in this case is to retract ALL of the entries they filed with the credit reference agencies. We can also demand a financial settlement if they cannot return our security instrument which for purposes of suitable remedy in the spirit of fairness is usually its face value plus costs for all of our communications and time spent in correcting their mistake.

Don't get carried away with this – it must be realistic because claiming for a million in damages and costs is just not going to get paid and will incur a fight if we pursue it. A million is unreasonable because at some point we may need a Judge to enforce our claim who will undoubtedly turn to us and ask if we can justify our costs. Clearly we can't and it'd be a simple matter for our adversary

to throw a major spanner into the works for our false claim. Nonetheless it would present an interesting scenario to see a Judge attempt the overturning of an Affidavit, and because only WE can state what our time is worth to us, not anyone else.

So by keeping it reasonable we have a much better chance of getting paid and keeping it out of court. Five thousand for defamation will more than cover our time and costs plus whatever the face value of the agreement document was (the value of the credit card limit or loan amount plus interest, because they can't return our property, is a reasonable bonus for our work this far and won't sting the bank too much. They will likely cough up and want nothing more to do with us in preference to having a Judge look over their failure to respond with instruction to enforce our claim.

Once they've retracted their registries and cleared our credit file we can do the whole gig again and will very likely meet with all the same guys on the next round. Hopefully they'll be more agreeable by then.

Here then is the Affidavit template. It needs to be changed around to fit your details but don't delete sections if you don't understand them – they are required, as is the tone & language. It's a statement of facts and a legal notice that you have been placed in distress because of their actions.

Either an officer of the court or two good men must witness you signing an Affidavit. I've done both ways but using an officer of the court is always the best way because, well now someone in their system is involved and it suddenly gets very close to home. Notary Public's, lawyers, solicitors and even Police Officers are officers of the court and can witness an Oath being signed, affix their seal and bar or badge number, and attest that you signed the document in their presence.

Some will decline to do it and I've had several such incidents, and technically that's a breach of their Oath of Office and could result in their being reprimanded or lose their position in Public Office. Generally, Police Officers are not good targets for witnessing oaths as they just don't understand what it is and become suspicious that we're involving them in something they don't fully comprehend and we are, but it's not our fault that Officers of the court no longer adhere to, or even know their duty anymore.

If you're well enough versed in what you're doing then it may be worth spending some time explaining what's happening. Remember, your witness isn't required to understand or even agree with what you're doing, they're just witnessing that you signed it in front of them. They just need to affirm that you are who you say you are and that you put your wet signature to a document in their presence – simple!

AFFIDAVIT

STATEMENT OF FACT AND NOTICE OF DISTRESS

Notice to Agent is Notice to Principal

and Notice to Principal is Notice to Agent

The Parties:

Paul Michael Yates

[*****]

Non Domestic - Without The United Kingdom

Hereinafter the Affiant

And

Charlotte Anne Duerden

Belgrave House

76 Buckingham Palace Road

London

United Kingdom

SW1W 9AX

Hereinafter the Respondent

Legal Maxims

Ignorance of Law is no defence.

Truth as a valid statement of reality is Sovereign in commerce.

An un-rebutted Affidavit stands as truth in commerce.

An un-rebutted Affidavit is acted upon as the judgement in commerce.

Silence comprises agreement in commerce, equity, admiralty, Lex Mercatoria and public policy, as he who does not deny when he has the opportunity, admits the facts presented to him.

All men shall have a remedy by due course of the law. If a remedy does not exist or if the existing remedy has been subverted, then one may create a remedy for them selves and endow it with credibility by expressing it in their Affidavit.

Except for a jury, it is also a fatal offence for any person, even a Judge, to impair or to expunge without a counter Affidavit, any Affidavit or any commercial process based upon an Affidavit.

A foreclosure by a summary judgement (without Jury), without a commercial bond is a violation of commercial law.

An official (officer of the court, policeman, etc.) must demonstrate that he is individually bonded in order to use a summary process.

The official, who impairs, debauches, voids or abridges an obligation of contract or the effect of an Affidavit, becomes a lien debtor, and his property becomes forfeited as a pledge to secure the lien.

It is against the law for a Judge to summarily remove, dismiss, dissolve or diminish an Affidavit. Only the Affiant can dissolve an Affidavit.

For purposes of this Affidavit and attached process, if any, the term "UNITED KINGDOM" means the corporation, and all agents, employees, subdivisions and representatives thereof, without any implied submission to the UNITED KINGDOM or such private corporate "statutes."

I Paul Yates, a living sentient Man, a creation of the Almighty and follower of God's laws first and foremost and the laws of Man where they are not in conflict with God's laws, hereinafter the Affiant, do make Oath and declare the following to be true by the Grace of God with God as my witness, so help me God:

The Affiant is a Man and one of the people living on the land mass known as England, Great Britain.

The Affiant is not a UNITED KINGDOM "citizen," "subject," "vessel" or "person" or any ens legis artificial entity, procedural phantom, legal fiction or juristic personality within the UNITED KINGDOM.

The UNITED KINGDOM is a corporation, an artificial entity and a legal fiction that operates in bankruptcy.

Affiant reserves all, claims all, and waives none of his God-given rights.

ACCEPTANCE OF FOREIGN STATUS

Affiant is not liable to or for the legal fiction PAUL YATES or any other legal fiction personality.

Affiant is not liable for any public debt/liability at any time whatsoever.

Affiant is not liable to or for any Government statutes, rules and/or codes, including, without limitation, UNITED KINGDOM Codes and statutes and/or codes of any of Respondent's political subdivisions or beliefs.

Any party that would order, represent or persuade Affiant to falsely present

Affiant as a UNITED KINGDOM citizen, vessel or person directly or by deception, device, misnomer, mistaken identity, warrant or indictment, real or imagined, would be engaging in Enticement to Slavery.

A legal fiction corporation cannot secure in personam jurisdiction over or against Affiant, without Affiant's voluntary election to submit.

Any Police Officer and/or Government/corporate officer, agent and/or employee who attempts to enforce statutes against Affiant, would be engaging in Enticement to Slavery.

Affiant is not a member of any society whatsoever and therefore, Affiant is not bound by any society's statutes, rules or codes.

Any party that alleges a liability against Affiant is obligated to produce an Affidavit of Liability to demonstrate such liability.

Respondent does not have a valid claim against Affiant.

There exists no contract or agreement between Affiant and Respondent that requires Affiant to perform in any way whatsoever.

Common Law Jurisdiction is still the principal Jurisdiction over the land known as Great Britain.

All words herein are as Affiant defines them.

This Affidavit is served to document events that took place between 2019 and 2021 whereby officers of American Express specifically, under direction from Stephen J. Squeri acting as Chief Executive Officer, have disregarded the well settled customs, traditions, and Laws of this country, and engaged in defamatory actions, leading to harm and loss, and commercial damage in addition to selling property belonging to Affiant without prior permission.

OFFERS AND CLAIMS

Affiant entered into contract with American Express for a Credit Card facility, and Affiant believes no contrary evidence exists.

If no timely rebuttal it is AFFIRMED.

Affiant received said Credit Card facility shortly thereafter and Affiant believes no contrary evidence exists.

If no timely rebuttal it is AFFIRMED.

During the period of 2020 to 2021 Affiant had cause to examine banking policies and contract law, and discovered alarming information regarding the validity of credit card and personal loan facilities at American Express and others, and Affiant believes no contrary evidence exists.

If no timely rebuttal it is AFFIRMED.

Affiant had cause to use said credit facility offered by American Express, and Affiant believes no contrary evidence exists.

If no timely rebuttal it is AFFIRMED.

On 5 May 2021 Affiant wrote to American Express Chief Executive Officer Charlotte Anne Duerden (Respondent), and said letter was delivered by first class recorded delivery, and Affiant believes no contrary evidence exists.

If no timely rebuttal it is AFFIRMED.

Affiant asked Respondent if Affiant had deposited a Security Instrument with American Express, and Affiant believes no contrary evidence exists. If no timely rebuttal it is AFFIRMED.

Affiant asked Respondent for confirmation or denial that American Express was in possession of Affiants deposited Security Instrument, and Affiant believes no contrary evidence exists. If no timely rebuttal it is AFFIRMED.

Affiant requested Respondent to confirm whom the owner of said Security Instrument was, and Affiant believes no contrary evidence exists. If no timely rebuttal it is AFFIRMED.

Affiant requested Respondent to confirm or deny that the Security Instrument has a cash value, and Affiant believes no contrary evidence exists. If no timely rebuttal it is AFFIRMED.

Affiant asked Respondent to confirm or deny that it is American Express' policy upon receipt of a properly completed Agreement, to accept it onto their ledger as an asset with a cash value to the bank, and Affiant believes no contrary evidence exists. If no timely rebuttal it is AFFIRMED.

Affiant requested Respondent to confirm or deny that the Security Instrument becomes property of the bank under commercial lien rules, and Affiant believes no contrary evidence exists. If no timely rebuttal it is AFFIRMED.

Affiant requested Respondent to confirm or deny that said deposit of a Security Instrument onto American Express' ledger by a 'borrower' is then used to fund the Credit facility, and Affiant believes no contrary evidence exists. If no timely rebuttal it is AFFIRMED

Affiant requested Respondent to demonstrate exactly where in the Agreement it was disclosed that said deposit onto the banks' ledger, is used to fund the credit facility, and Affiant believes no contrary evidence exists. If no timely rebuttal it is AFFIRMED.

Affiant asked Respondent to confirm or deny that if Affiant were to deposit £10,000 with American Express in the form of a Security Instrument, and then American Express issued a credit facility for £10,000, that American Express would have actually lent Affiant anything or that Affiant had borrowed anything, and Affiant believes no contrary evidence exists. If no timely rebuttal it is AFFIRMED.

Affiant asked Respondent to confirm or deny that it is regulatory banking policy for the 'lender' to return the Security Instrument back to the 'borrower' upon

settlement or redemption of the credit facility, and Affiant believes no contrary evidence exists. If no timely rebuttal it is AFFIRMED.

Affiant requested Respondent to confirm or deny that Affiant had been making regular payments to American Express to service the debt, and Affiant believes no contrary evidence exists. If no timely rebuttal it is AFFIRMED.

Affiant request Respondent to confirm or deny that American Express is prohibited under banking regulations to issue credit belonging to other people, and Affiant believes no contrary evidence exists. If no timely rebuttal it is AFFIRMED.

Affiant requested that Respondent confirm or deny that American Express had lent Affiant something, and Affiant believes no contrary evidence exists. If no timely rebuttal it is AFFIRMED.

Affiant requested that Respondent confirm or deny that American Express was charging Affiant interest on the alleged credit facility, and Affiant believes no contrary evidence exists. If no timely rebuttal it is AFFIRMED.

Affiant requested Respondent to demonstrate where American Express obtained written permission to transfer cash value from Affiant to American Express and keep it – for free, and Affiant believes no contrary evidence exists. If no timely rebuttal it is AFFIRMED.

Affiant requested Respondent to demonstrate accounting showing a material monetary loss arising from the Agreement between Affiant and American Express, and Affiant believes no contrary evidence exists. If no timely rebuttal it is AFFIRMED.

American Express proceeded to correspond with Affiant via telephone calls and letters regarding Affiant's stated intent to withhold payments to service said account, and Affiant believes no contrary evidence exists. If no timely rebuttal it is AFFIRMED.

Respondent failed to produce any response in substance to Affiant's letter, and Affiant believes no contrary evidence exists. If no timely rebuttal it is AFFIRMED.

American Express proceeded to issue demands for payment whilst ignoring

Affiant's letter, and Affiant believes no contrary evidence exists. If no timely rebuttal it is AFFIRMED.

American Express proceeded to register defaults in Affiant's name with credit file agencies despite Affiant's earnest attempts to resume payments to said account pending Respondent's appropriate response to Affiant's letter, and Affiant believes no contrary evidence exists. If no timely rebuttal it is AFFIRMED.

Affiant stated concerns about the legal aspects of American Express' operations regarding credit and loan facilities, and Affiant believes no contrary evidence exists. If no timely rebuttal it is AFFIRMED.

Affiant continues awaiting presentation of original unmarked Agreement by American Express for validation, and Affiant believes no contrary evidence exists. If no timely rebuttal it is AFFIRMED.

Affiant believes that the original Agreement was and is a Security Instrument and was used by American Express to increase their profits, and Affiant believes no contrary evidence exists. If no timely rebuttal it is AFFIRMED.

Affiant believes that the original Agreement was used to fund the line of credit extended to Affiant by American Express, and Affiant believes no contrary evidence exists. If no timely rebuttal it is AFFIRMED.

American Express has damaged Affiant's credit status via submission of judgements to credit file agencies, and Affiant believes no contrary evidence exists. If no timely rebuttal it is AFFIRMED.

Remedy

Affiant requires commercial remedy in the form of:

A full Restoration of Status by retraction of all credit file entries with credit file reference agencies (Equifax, Experian, Transunion, Crediva and others that may

have been informed)

A reparatory payment of £5,000 for damages inflicted in addition to costs incurred in correcting this matter.

The full return to Affiant (Redemption) of the unmarked original Agreement instrument. If this is not possible, then a return to Affiant of the full face value of the instrument plus 12% interest from the onset of Agreement as a reparatory payment)

A written apology detailing an acceptance of liability for failure to act on information presented by Affiant.

Summary

Affiant took a credit card from American Express in good faith. Upon Affiant's subsequent investigations a letter of concern was sent to the Respondent at American Express' Registered United Kingdom office. Respondent's failure to respond in substance produced an increase in Affiant's concerns regarding the legality of operations of American Express. Despite much correspondence by American Express – NO attempt was made to investigate Affiant's claims or respond in any manner proportionate to the seriousness of the matter. American Express elected to ignore said concerns and register credit file judgements resulting in commercial damage in the form of a severely impacted credit rating. American Express ultimately sold Affiant's account to a Debt Collection agency. American Express' actions in this matter have resulted in Defamation leading to harm and loss to Affiant. To date Affiant believes NO attempt has been made by American Express to investigate claims of fraud at American Express.

Respondent's failure to provide Affiant with a verified rebuttal to this Affidavit point-by-point no later than ten (10) days from date of issuance will comprise Respondent's agreement with, and confession of all facts herein, in perpetuity, the said confession being res judicata and stare decisis.

DECLARATION

I, Paul Yates, the Affiant, hereby certify upon my own unlimited commercial liability and under penalty of perjury, that I have read all of the contents of pages 1-9 of this Affidavit and to the very best of my knowledge, I believe that the facts expressed herein are true, correct and complete, so help me God.

All Rights Reserved – Without Recourse - Non Assumpsit

Without: Malice, Mischief, Ill will, Frivolity, Vexation, In Sincerity and Honour

Errors & Omissions Excepted

Affiant: _____

Before me, An Officer of the Court:

Officer: _____

Of: _____

Number: _____

(Print Name) _____

Oath taken at:

(Address)

Signed before me this _____ day of _____, 2022.

Chapter Sixteen

Kicking the Can

Our endeavours in due diligence will inevitably move the matter forward and get us to a place of peace & serenity all while learning new things about ourselves that we perhaps didn't know before. Like for instance our humungous power! If we'd only known all of this before ...(hint: it was there all along but we were educated out of it!)

All of our work in resolving these financial demons and extricating ourselves from their imaginary debt situations will increase our understanding of how this world works and provide a few tools to shift the balance in our favour as well as doing something else. It will get the attention of every high-level banker and debt collector from here to the third world and beyond! Of that there's nothing more certain and they will shudder each time they receive a letter that we craft.

Kicking the can down the street involves sharing what we learn so that others might pick up on our work and kick it even further – who knows maybe it'll end up with the bank's own staff?

A few ideas have crossed my mind in the time I've been writing this book that show the power of thinking about things from another angle and they include;

Reporting the DCA for mail fraud / Malicious Communications.

Engaging the Police to investigate the bank for fraud & misrepresentation.

Engaging the Police to investigate the bank for theft (of our security).

Engaging the Police to investigate the bank for embezzlement.

Submitting Affidavits to establish the truth of 2, 3, and 4 and then stating our required remedy in each case.

Deliberately offering to contract with a DCA and stipulating that part of our Agreement is that they produce our original unmarked Security (the Redemption) at close of our contract and then suing them for breach when they fail to produce it at conclusion.

Closing a loan account with the bank in traditional fashion and demanding our security be returned. When they fail we issue a bill to them for the full face value of the security (the loan + interest + costs).

There's literally endless potential for taking action against these organisations. The point is to get creative. I wouldn't personally suggest that engaging the Police to move against the banks to get this system straightened out is particularly productive just yet, because there's a very good living to be made by using the system they've provided already and we can go a long way by just using what's there, IF we learn how to use it properly. It'll all be coming down anyway under the weight of its own lies and not a single bank will withstand the claims that are headed their way.

Personally I like idea No.1 for a bit of quick cash generation. The Malicious Communications Act 1988 is a handy bit of legislation here in the UK (Mail Fraud in the US) and is there to protect us if someone does any of the following;

Any person who sends to another person

a letter, electronic communication or article of any description which conveys –

a message which is indecent or grossly offensive;

a threat; or

information which is false and known or believed to be false by the sender

...is guilty of an offence if his purpose, or one of his purposes, in sending it is that it should, so far as falling within paragraph (a) causes distress or anxiety to the recipient or to any other person to whom he intend that it or its contents or

nature should be communicated.

So right there we have every DCA by the balls. Everything they say in their letters could be construed as ‘causing distress and anxiety’, and is threatening. ‘If you don’t pay up what you owe – then we’ll do this, that, and the other thing. Or ‘if you fail to pay us then we may take legal proceedings against you’.

Against us? Is that threatening language? I think it is.

“You may find it hard to obtain credit in the future unless you pay us”.

We may find it hard? So they’re going to cause actual damage to our credit rating – our commercial standing?

These are all threats. They came to us via a letter. In the mail. They’re demands with threats or ‘threats with malice’s’.

Let’s continue with the next paragraph in the Act;

A person is not guilty of an offence by virtue of subsection (1)(a)(ii) above, if he shows

that the threat was used to reinforce a demand [made by him on reasonable grounds] and;

that he believed [or had reasonable grounds for believing] that the use of the threat was a proper means of reinforcing the demand.

So let’s think for a minute. Firstly I’m pretty sure we ALL know that ‘Ignorance of the law is no excuse’ right? And after all I’ve said regarding due diligence – a process that is absolutely required in every matter brought before the court, could there be any situation that a DCA can believe that a debt is legitimate? If they had conducted proper due diligence then they wouldn’t require a belief, they would know. So the two are mutually exclusive, as believing and knowing are two opposing constructs. In our case if the debt is collectable then why didn’t the bank collect it instead of selling it to the DCA?

Didn’t we cordially invite the DCA to fully support their claim that we owed them money by submitting our letter? Didn’t we ask them at least ten questions in order to establish they had a bona fide legitimate claim upon us?

Did they answer and verify their claim?

Or did they continue to send mail whilst ignoring our requests?

There can be no doubt that the DCA was operating on unreasonable grounds. To be reasonable and legitimate (and to protect themselves against falling into this legislative crater) they would have to have first made absolutely certain that their demands for payment were legal and they would have done that by performing due diligence.

We can't do anything with those that bail on the conversation after our letter (because they know they're on thin ice), but those that press ahead with demands using threatening language whilst ignoring our requests for clarity are in clear and serious breach of legislation that is intended to regulate precisely these activities. That they are issuing Malicious Communications means they have broken the rules and are now liable. How do we think a Judge would view this?

It's probably safe to assume that such a flagrant breach would be met by stiff penalties. So in doing what they do, does a DCA believe they can defend their actions? They might fend off our claim IF they can validate their assertions that we owe them something, but as we gave them ample chance to do just that (which we can easily verify in our letters and postal receipts) and they subsequently failed, then they would have a very hard time convincing any Judge that they had behaved reasonably and within the rules.

So what can the DCA look forwards to as a result of being caught issuing Malicious Communications?

Let's see;

(4) A person guilty of an offence under this section is liable

(a) on conviction on indictment to imprisonment for a term not exceeding two years or a fine (or both);

(b) on summary conviction to imprisonment for a term not exceeding 12 months or a fine (or both).

So we can see clearly how serious this offence is taken. And here we are being gifted these golden egg laying Geese on a daily basis by debt collectors.

How do we proceed with this? Well we could report their breach to the FCA (Financial Conduct Authority) and other regulatory bodies but as they've already demonstrated their contempt for legislation and being curtailed by it, I would suggest a different approach and recommend a private law suit.

After our initial letter we can let them continue sending their malicious communications to the point of us receiving three letters. Three is always a good number to demonstrate a trend, the Trinity is there for a reason after all. We can write to them highlighting the legislation and how far they've wandered past it and tell them that by continuing to write to us whilst in full knowledge that they have no basis for their claim and have entered a position of illegality for which we can now make an offer for them to settle and close the matter honourably without our proceeding to alert the authorities that they're a rogue company operating illegally. Don't forget, at worst case the CEO and their high level staff are looking at a potential TWO YEARS jail time with a stiff fine on top for their actions.

Suddenly we find that instead of our being afraid and anxious about letters from debt collectors we are eagerly anticipating their next one, because it literally contains MONEY! The tables have been turned and our remedy has arrived. We are now standing in our rightful position of power over these rogue corporations by doing nothing more than asking for their proof of claim when contacting us.

It's a fairly safe bet that we'll get paid on this as their strong preference for avoiding a potential custodial sentence and the destruction of their careers and business courtesy of the courts, along with the resulting hard slap from the authorities, who will likely rescind their operating license, will be paramount in their minds.

The company will quickly and quietly revise their mailing policies to the point that DCA's will become benign organisations with no ability to issue anything of any notable concern. If we play it cool we can net a decent payday for our performing that company's admin work in pointing out their mistake because after all, everyone else working at that company missed this Elephant in the living room so we're just collecting a fair day's pay for a fair days' work. The potential for trouble that they've been inviting all this time and the resulting good fortune headed our way cannot be overstated. In the wider picture we're actually doing them a favour in keeping families together.

As stated earlier we must set our goals at an achievable level and that way, we're more likely to meet with a payday. If you want a million for doing this there's a chance you'll be busted for extortion, so be reasonable.

If the CEO doesn't like the offer of settling with us on the private side then we can go ahead and issue proceedings based on their causing us harm and loss and because of the anxiety and distress they caused while they were breaking the legislation that exists to protect us. If it does go to court it's unlikely that we'll get nothing out of it but the CEO and senior officers will definitely get something – likely a big fine and / or some time away from their lives during which to think about their activities against the good people of this world.

I would likely say something along these lines;

As you failed to respond appropriately to my letter dated **/**/** wherein I required you to verify your claims against me, I have concluded that your assertions that I owe money to [insert company name] are unfounded and are therefore without standing. It seems that this fact has not been acknowledged by yourself [insert CEO's name here] and you have allowed your company [insert company name here] to continue making demands with threats to myself via mail to my private address on **/**/**, **/**/**, and **/**/**.

I now inform you that you are in contravention of the Malicious Communications Act 1988 as you have repeatedly sent demands with threats to me despite my offer for you to validate your claim and your subsequent failure to do so. Also I have seen nothing to suggest that it is your intention to cease sending threatening letters to me.

You might feel that your actions are within the law at this time, however, the legislation is clear on this matter and states that you must make your demands based upon reasonable grounds. Unfortunately, as can be shown in my correspondence, you had ample opportunity to demonstrate a legal basis for your claims but you failed, ergo there are no reasonable grounds on which you can rely upon to defend your actions.

As I have now pointed out your folly after conducting a significant amount of due diligence on your behalf i.e. performing the role of Administration (for which you have employees that are paid for such service) I invite you to consider my charges for performing said valuable role such that you might move your

company forward, safer in the knowledge that such communications are not only bad form in business but are also illegal.

Here is the appropriate section of the Malicious Communications Act 1988 for your perusal and education:

[copy & paste the Act / Legislation here].

The charge for my services in researching, compiling and mailing this letter to highlight your questionable activities stands at £9,995. This fee can be reduced if paid within the next ten days to £5,995 at which point the matter will be settled and closed and I trust that you will make the necessary revisions to your mailing policies for future communications.

If the charge for my work remains unpaid by the ** of **/** , [30 days later] this will be taken as confirmation that you are indeed wilfully ignorant of the legislation governing your business activities and will lead me to initiate a case against you under The Malicious Communications Act 1988 and pursue my claim through the courts. This process will also incur the registration of a full complaint with the Financial Conduct Authority and include all required supporting evidence.

Please be advised that a failure to defend your actions in this matter could potentially result in your facing a large fine plus costs and / or a maximum sentence of two years imprisonment for yourself and other senior officers in your employ.

This has now become a very serious matter and requires your urgent attention to respond in expedite fashion to settle this claim.

All rights reserved – Without recourse – With full prejudice.

Without: Malice, Mischief, Ill Will, Frivolity, and Vexation.

In sincerity and honour, errors & omissions excepted.

[Print your name.]

Something like this letter should really put the cat amongst the pigeons. The premise is a simple one – they broke the law and we caught them. It's now their choice as to which way it goes.

There are so many layers to this onion that there's literally no end to the creative ways we can imagineer to leverage their malfeasance into our good fortune. The banking system operates on much the same principles the world over, so what works here will almost certainly work where you are as the legislation, statutes and codes are also fairly universal.

In the end, to go from a place of powerless indebted misery to a full throttle credit-rich happy life requires only two things and they are simply; information, and the will to use it. This book is just the beginning, a door opener to the amazing discoveries that await the curious mind seeking redress and remedy to an out-of-control system. When a mind operates with proper information and sets about crafting a suitable remedy to an unfair situation it will literally create a hurricane, the likes of which its' recipient will struggle to recover from. Whether you want to simply drop the shackles of debt and live free again or, as is so often the case, begin there and progress to rinsing credit cards every three years, with taking money in damages from errant DCA's, the choice is yours. The system is there for us to use and I for one do just that.

I hope that you will lift yourself up and out of your situation and step into a better place with far fewer financial worries, and help yourself to some well deserved credit – after all, it's already yours!

Thanks for reading and cheers to ALL Debt Ninjas!

Help, support, community can be found here;

<https://debt-ninjas.com/>



<https://www.facebook.com/groups/641253403157261>