

RBS & its asset grab

HOW RBS INCREASED ITS SECURITY BY DECEIVING THE CUSTOMER

Induce to obtain PG's

5. Take a guarantee to cover the 25% element of the EFG loan. However having checked with my legal department on this point, they advised me that this has to be a £142,000 Guarantee in order to match the loan amount balance at the date of the amendment. This requirement apparently is so as not to prejudice the government's position. Clearly we can only call upon the non EFG backed part of this loan under this guarantee in a default situation. Whilst the guarantee would be for £142,000, your liability to the Bank would be 25% of the EFG loan balance.

Reassure customer

Overdraft Letter Just Issued to the limited company

I must apologise that the overdraft letter you have just been sent in the past week may be a little confusing.

Essentially it has been necessary to itemise both the new security to be taken, as well as detail the £245,000 guarantee still in place (as this is still relied upon).

Whilst it may well appear that we are significantly increasing your guarantees, the end result is that in reality we are reducing your personal guarantee liability exposure.

As the Security went Up the Facilities Went Down

Year	PG	Unit	EFG Guarantee	Additional PG	Requested PG	Security	Overdraft	Undisclosed RBSIF
2009	200000	95000				295000	200000	-50000
2009/10	245000	95000				340000	245000	-150000
2010/11	245000	95000				340000	220000	-150000
2011	245000	95000	103000			443000	70000	-150000
2011/12	427000	95000	103000		330000	955000	50000	-150000
2012	427000	95000	103000	40000		665000	40000	-150000
2012	427000	95000	103000	40000		665000	20000	-150000
2012	427000	95000	103000	40000		665000	0	-150000

What happened after being interviewed by Clifford Chance giving allegations of wrong doing over the Tomlinson allegations

Email from debt management saying only one PG

From: "Bennett, Leander (Debt Management Operations Birmingham, RBO)" <Leander.Bennett@rbs.co.uk>
To: "CLIVE MAY" <clive.may4@btopenworld.com>
Sent: Friday, 7 Mar, 14 At 15:20
Subject: RE: [WARNING : MESSAGE ENCRYPTED] RE: [WARNING : MESSAGE ENCRYPTED] CORP 14780 / TS3

Good Afternoon,

I confirm receipt of your email. You have no other personal guarantees in relation to C May Brickwork. Therefore providing the payment clears the account then no further requests will be made to you personally for the remaining outstanding balance to the company.

I trust this clarifies matter. As discussed I will monitor the account next week and issue a discharge letter if / when the card payment clears.

Kind Regards

Leander Bennett
Technical Specialist
Corporate Recovery
Secured Collections & Recoveries
Debt Management Operations
Retail Banking Operations
PO Box 16336
10 Brindley Place
Birmingham
B2 2YG
Depo Code 005

Executive office mislead Promontory one of skilled persons tasked to investigate RBS

From: "~ CPB Executive Complaints" <CPBExecutiveComplaints@rbs.co.uk>
To: "clive.may4@btopenworld.com" <clive.may4@btopenworld.com>
Sent: Friday, 20 Oct, 17 At 12:02
Subject:

Dear Mr May

I refer to your recent emails and I am responding on behalf of my colleague Nitin Bhatt, who is currently on annual leave until Monday 30th October 2017.

You raised a query regarding the combined value of your personal guarantees that was provided to Promontory. The two personal guarantees in question are the guarantee for £245,000 in support of C May Brickwork Limited and the guarantee for £10,000 in support of Briar Grove Developments Limited. Only the combined amount of the personal guarantees (£255,000) was shared with Promontory and no detail about what these related to was shared. I confirm that this is our final response on this matter.

We will not be responding to the other matters raised by you. The bank has made its position clear during our extensive correspondence with you. We will not engage further on these points and any future correspondence will be filed and not responded to.

Yours sincerely

Jamie Collier

RBSIF & how it worked

The FCA explanation to Rt Hon David Hanson MP from Chairman

3. Use of Debt Protection & Ability to Raise Further Funds

Your constituent believes there is a "compelling connection" between DP and the ability of an RBSIF customer (in this example, Customer A) holding DP to raise further funds. You have also shared a summary of these concerns as an appendix to your letter.

As highlighted, IF is another means for an SME customer to borrow money and, as such, it is a straightforward part of credit underwriting for RBSG to amalgamate Customer A's IF limit into Customer A's overall credit position. We see this as prudent credit risk management, and a feature of any lender offering IF alongside overdrafts and loans.

Where Customer A agreed with RBSIF that part of an IF facility would be covered by DP (for example, £10,000 out of an overall IF facility of £100,000), the RBSIF customer would have the £100,000 facility marked as part of the overall credit exposure to RBSG (alongside any loans and overdrafts). Your constituent believes that if Customer A's own customer (in this example, Customer B), covered by the £10,000 DP above, were also an RBSG customer, then Customer B would have the £10,000 marked against their overall credit exposure to RBSG. Your constituent alleges that this would have the effect of **reducing the amount that RBSG Customer B could borrow** (e.g. by overdraft, loan and/or IF) by £10,000.

We have established that RBSG would mark a 'notation' limit against Customer B; however, the purpose of this was to inform Customer B's RBSG Relationship Manager that if Customer B became insolvent there was a related exposure elsewhere within RBSG (in other words, if Customer B became insolvent, then RBSIF under the DP would have a credit risk exposure of £10,000). It is not our understanding, on the basis of information provided, that RBSG used this **'notation' limit to reduce the credit they would provide to Customer B.**

RBS's Explanation to Rt Hon David Hanson MP from CEO

RBSIF not licensed or authorised by the FCA to conduct insurance business

RBSIF were not providing an insurance product; therefore there is no requirement to be licensed by the FCA to offer Credit Protection.

Credit Protection is only offered as an alternative feature of RBSIF's standard Invoice Discounting facility where a client has opted for no Credit Protection. Credit Protection is not provided as a standalone product by RBSIF.

Access to information

As per standard industry-wide credit risk practice, the Bank assesses any Credit Protection exposures on a Debtor individually, but records them in **their totality in** order that the Bank has a record of the potential total exposure at any time in the event of a Debtor defaulting. This minimises the risk of multiple Credit Protection lines forming.

For the avoidance of doubt, the sharing of credit information across The Royal Bank of Scotland Group companies is permitted under our terms of business which our customers sign up to.

The con to the BIS

RBSIF terms state any limit over £5k needs a credit report showing the customer has a nett worth 3 times the credit limit required RBSIF gave its client a limit of £150k on us

At the same time they were telling the govt dept that we had no security which enabled them to obtain the govt guarantee

18.3.1 2 trade references or a credit status report from a credit reference agency approved by RBSIF which justifies the provision of credit to the Customer for the value of Outstanding Debts due from the Customer at any time (if the Discretionary Limit is greater than £5,000, the Client will obtain a credit status report showing that the Customer has a net worth more than 3 times the credit required and that a pre-tax profit has been achieved in each of the 2 previous financial years);

Do you confirm that, even after taking any available security, the inadequacy of the Applicant's security would otherwise prevent a facility from being provided except with the backing of the Enterprise Finance Guarantee? Yes

Back of the net RBS claim 75% of the EFG

Generic Lender Field 3 FD was provided to us as cummalative fig for 3 accs, EFG FD should be £98,848.11

Generic Lender Field 4

Generic Lender Field 5

What proportion of the previous overdraft limit will remain available to the applicant following drawing of the replacement facility? 32.0

Based on your normal security valuation policy, what proportion of the total value of the refinanced package will be covered by any security held? 100.0

Created By = redacted S40(2)

Date and Time Created 11/02/2011 13:39:41

Last Modified By = redacted S40(2)

Last Modified On 21/07/2016 15:48:42

Here's how they tried to get away with it

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SCHEDULE OF LIABILITIES/SECURITY

Borrower(s):	C.MAY BRICKWORK LIMITED
Third Party Security Provider(s):	CLIVE MAY & MRS KERRY LEIGH MAY
The Current Balances stated below are as at:	1 st September 2011

Borrower's liabilities:

The Borrower's liabilities to the Bank consist of:-

(A) Any liabilities which the Borrower and the Third Party Security Provider(s) may jointly have. We assume that the Third Party Security Provider(s) will already have full details of these.

IMPORTANT

The above information is intended merely as a summary of the Borrower's liabilities to the Bank and the security held by the Bank for such liabilities.

The Bank may permit new liabilities or vary existing liabilities (e.g. grant a new loan or increase or renew an existing overdraft facility) without advising the providers of third party security.

The Bank may also take additional security or release security without advising a provider of third party security.