

# Terms and Conditions

## 1. Definitions

The following definitions shall apply in this Agreement, unless the context requires otherwise, the following words shall have the meanings set out against them 'client' means the client of the company 'compensation' means all monies that are recovered by the company and or the companies appointed solicitor, from the third party including but not limited to write off of debt, distress compensation, shortfall compensation and all related damages agreed or awarded either based on the original offer made by the third party or if such offer is revised after an appeal, revised figure if it is higher than the original offer, payments in reduction of the client's mortgage or loan payments in respect of distress or inconvenience, recoverable premiums and any other recoverable monies paid to the client by the third party including interest.

'company' means Financial Claim Solutions Limited

'agreement' means a signed letter of engagement between the client and the company relating to the supply of services

incorporating these terms and conditions.

'services' means all or any of the services as specified within the agreement.

'third party' means any person firm or company that provided a loan, a mortgage or provided an insurance policy that is in part or whole the subject of this claim.

'VAT' means value added tax at the prevailing rate.

'insurance' means an after the event insurance policy that is taken out to cover the client against insurable losses that may be incurred by the client in the event of the failure of this action.

## 2. Duration

The agreement shall commence on the date on which the client's signed agreement has been received by the company and unless earlier terminated as provided below shall continue until:

2.1 Compensation is recovered for the client by the company and the service charges are paid by the client; or

2.2 The company advises the client in writing that it is unable to recover compensation; or

2.3 The company exercises its right not to pursue a claim for compensation, but this is without prejudice to any rights the client may have to make a claim.

## 3. Services

The company agrees with the client:

3.1 That it will use its reasonable endeavours to pursue an application for compensation from the third party on behalf of the client where the company believes that the claim has merits.

3.2 To notify the client promptly and in writing if it decides that it will not pursue an application for compensation.

3.3 To keep the client informed in writing of the progress of the claim.

3.4 That it will not seek to recover its service charge should the application to the third party for compensation prove unsuccessful.

3.5 To act in the best interests of the client at all times.

3.6 That in the event that the client/s do not have an alternative means of insuring against the failure of the case and adverse costs that it will ensure that an after the event insurance policy for the protection and benefit of the client is in force and remains in force for the duration of the claim should the case be referred to a law firm.

3.7 The Company will request that the credit provider/insurance company/agent re-examine all historic accounts including terminated accounts of the client/s and address any breaches of the Financial Services Authority Regulations.

3.8 The Company shall at its own discretion refer the complaint to the appropriate Regulatory Body or a panel solicitor in its endeavours to obtain redress for the client/s.

3.9 In the event that subsequent investigation of the client's financial agreement(s) the company undertakes to investigate all potential claims in line with these terms and conditions. For the avoidance of doubt, the client's instruction to the company to investigate potential mis-selling of PPI or other mis-selling claim types extends to all historic credit agreements whether currently in force or terminated.

#### **4. Charges**

4.1 The company's service charges are those referred to in the agreement. The liability for the client to pay the service charges and any other charges that may be payable by the client under these terms and conditions is joint and several.

4.2 Our invoice is subject to VAT at the prevailing rate where applicable and therefore any changes in the rate of VAT or the imposition of any other form of taxation will be reflected in our charges.

4.3 Our current service charge is dependant on the claim type and legal body progressing the claim. You will be notified of any charges before any claim is progressed.

#### **5. General obligations of The Client**

The client agrees with the company:

5.1 To provide promptly all such information as the company may from time to time reasonably request.

5.2 To ensure all information sent to the company is accurate, not misleading and shall not contain any relevant omissions.

5.3 To authorise the company to act on its behalf to contact the third party or such other persons, firms or companies as the company considers necessary to perform the services and to authorise the release of any such information as the company deems appropriate.

5.4 To authorise the company to negotiate on the merits of the clients claim.

5.5 That the company may accept the offer of compensation on behalf of the client and the client will complete the acceptance form.

5.6 To accept these terms and conditions as binding on the client and to be responsible to the company for any breach including payment of service charges.

5.7 Not to appoint any other person, firm or company to provide the services.

5.8 Not to contact the third party in connection with the claim without our permission.

5.9 Not to pursue the claim throughout the duration of the agreement personally or via any alternative mechanism, and not to contact the Financial Ombudsman service whilst the agreement is in force.

5.10 To immediately copy to the company any correspondence it receives from the third party or any other contact regarding the claim.

5.11 To promptly notify the company of the full names of all joint applicants for the mortgages, loans and policy holders that are parties to this claim.

## **6. Payment Obligations of the Client**

6.1 The client assigns to the company all its rights in the compensation and authorises the company to collect on its behalf and/or in its absence any compensation due from the third party.

6.2 The company shall pay to the client the amount of the compensation it has received from the third party less the amount of service charges and any other charges due to the company in accordance with this agreement. The client also agrees and is liable to pay the service charges to the company if the compensation is paid directly to the client by the third party.

6.3 When an offer for compensation is obtained from the third party on behalf of the client which in the opinion of the company is fair and reasonable and that offer is rejected by the client then the company reserves the right to charge a fee not exceeding the amount of the service charge which would have been payable in the event that the client accepted the offer in line with the company's advice.

6.4 The client agrees to pay to the company its service charge and is deemed to have accepted an offer of compensation in cases where, an offer of compensation, which in the opinion of the company is fair and reasonable, has been sent either by the company or the third party to the client, and the client has not within 28 days of receiving such offer either returned to the company, the third party's acceptance form or a letter rejecting the third party's offer.

6.5 Where the client/s agree an offer from the lender to write off any part of the outstanding debt without an offer of compensation, when in the opinion of the company compensation is due the company will invoice the client for the service charge in accordance with the agreement.

6.6 For the avoidance of doubt if a claim for Payment Protection Insurance mis-selling is successful and the monthly payment attributed to the interest charged on the PPI is written off, the total of the interest calculated for assessment of the benefit obtained for the client will be subject to the service charges as per agreement.

## **7. Performance**

7.1 The company shall not be liable for any loss, damage or expense arising from any delay in the performance of any services caused by circumstances beyond our control, nor shall any such delay entitle the client to repudiate the agreement.

## **8. Liability**

8.1 We will provide our services with reasonable skill and care.

8.2 The liability of the company to the client in agreement, tort (including negligence for breach of statutory duty) or otherwise howsoever under or in connection with the agreement shall be limited: For death or personal injury resulting from the company's negligence, no limit shall apply.

8.3 We are not liable for any loss or damage arising from our breach of this agreement except where such losses could have been reasonably foreseen by you and us at the time of entering the agreement. We are not liable for indirect losses which could happen as a side effect of the main loss or damage which are not foreseeable by you and us.

## 9. Termination

9.1 You may cancel your agreement with us at any time via verbal statement, email or in writing. A copy of our cancellation letter has been provided in our claims pack.

9.2 Within 14 days. If you cancel your agreement within fourteen (14) calendar days of signing the agreement for any reason you will not be charged.

9.3 After 14 days. If you wish to cancel your agreement with us after fourteen (14) calendar days, we will examine your file and assess the level of work that has been carried out. We will issue you with an invoice for a sum that we deem to be reasonable for the work completed.

## 10. Force Majeure

10.1 The company shall not be liable for any delay or other failure to perform any services by reason of any cause whatsoever beyond its reasonable control and the time for performance shall be extended by the period of any such delay.

## 11. Confidentiality

11.1 The subject matter of the agreement and any information acquired by either the company and the client pursuant to the agreement is confidential and save in accordance with the company's privacy policy which can be viewed online at [www.financialclaimssolutions.com](http://www.financialclaimssolutions.com), neither the company nor the client shall, without prior written consent of the other party make any use or disclosure thereof except for the purposes of the agreement save to the extent such information is or becomes publicly available otherwise than in breach of the foregoing obligation

## 12. Data Protection Policy – How we use your information

12.1 We collect information about you to process your claim, manage your case and to contact you by email, phone, letter and SMS about Financial Claim Solutions Limited other products and services that we think may be of interest to you.

12.2 We share your personal information with financial institutions, named financial partners, ombudsman services and third-party suppliers to administer your case. We will only do this once we have informed you and you have given express consent to do so.

12.3 As "data controllers", we use third-party suppliers ("data processors") to administer your account such as printing documents or sending text messages. They do not have access to your data nor do they keep any data once the service has been provided.

12.4 You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information, please email [info@financialclaimssolutions.com](mailto:info@financialclaimssolutions.com) or write to us at:

Controller, Financial Claim Solutions Limited, 76 King Street, Manchester, M2 4NH.

12.5 You have the right to request that we erase the personally identifiable information that we hold about you ("Right to be forgotten"). If you would like to request this, please write to us at the address above.

12.6 For further information on how your information is used and how we store your data, view our privacy policy online at [www.financialclaimssolutions.com](http://www.financialclaimssolutions.com).

### **13. Misleading Information**

13.1 If you provide us with misleading information, we may agree to pursue your claim when otherwise we would not have. If we later discover that you have provided us with misleading information then this agreement will come to an end, and you will be liable to pay the reasonable cost of work undertaken on your behalf.

### **14. Complaints**

14.1 The company Complaints procedure is supplied as an annexe to the Terms and Conditions and is amended from time to time in line with the requirements of legislation, the copy supplied to the client at the date of this agreement shall be deemed to be the procedure that will be in force for the duration of the agreement, unless both the client and the company agree in writing that an alternative version should replace the procedure then in force, in such instances the new agreement will come into force from the date of the agreement to replace the procedure and will remain in force for the duration of the agreement, unless superseded by a further agreement under the same terms. Both the Company and the Client agree to be bound by the terms of the Complaints Procedure.

14.2 in the event of our not being able to resolve your issue you have the ability to refer the complaint to the Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WG. Tel: 0300 555 0333, [cmc@legalombudsman.org.uk](mailto:cmc@legalombudsman.org.uk)/cmc (lines are open Mon – Fri 09.00 – 17.00). For more information, please refer to our complaints procedure enclosed in your claim pack and on our website.

### **15. Rights of Third Parties**

15.1 The company and any person to whom the company assigns the agreement and the client shall acquire enforceable rights under or in connection with the agreement. Subject to the foregoing, a person who is not a party to this agreement will have no rights pursuant to the Agreements (Rights of Third Parties) Act 1999 to enforce the agreement.

### **16. Entire Agreement**

16.1 We intend to rely upon the written terms set out in this agreement. Should we have a subsequent dispute about what we have agreed the law will give preference to written terms over terms agreed by word of mouth. Therefore, if you require any changes to be made to the terms contained in this agreement, please make sure that you ask for these to be put in writing.

### **17. Notices**

17.1 Any notice to be given in accordance with the agreement and these terms and conditions must be in writing.

### **18. Severability**

18.1 If any provision of this agreement is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of the agreement and the remainder of the affected provisions shall continue to be valid.

### **19. Variations**

19.1 No variation to these conditions shall be binding unless agreed in writing between the company and the client.

## **20. Law and Jurisdiction**

20.1 The law applicable to this agreement shall be English law and the parties consent to the jurisdiction of the English and Welsh courts in all matters affecting this agreement.

## **21. Waiver**

21.1 No failure or delay in exercising any of the company's rights shall constitute a waiver of the same or any other of its rights.

## **22. Headings**

22.1 Headings are included in this agreement for ease of reference only and shall not affect interpretation or construction.