

## Terms of Business

### 1. DEFINITIONS

- 1.1. 'Policy' means the policy forming the basis of the Claim.
- 1.2. 'Claim' means the claim for compensation that the company is making on behalf of the client.
- 1.3. 'Client' means the person or persons entering into this Contract for the provision of Services by the Company.
- 1.4. 'Company' means Claims Helpdesk Ltd (Company Number 06948589).
- 1.5. 'Contract' means the signed Agreement and/or Authority between the Client and the Company for the provision of services.
- 1.6. 'Financial Ombudsman Service' means the independent service for resolving disputes with financial firms provided by the Financial Ombudsman Service (Exchange Tower, Harbour Exchange, Square, London E14 9SR).
- 1.7. 'Legal Ombudsman' means the Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ.
- 1.8. 'Vendor' means the bank, building society, policy provider or independent financial adviser for whom responsibility for the sale of the Policy to the Client lied (Inc. any authorized representative of the above).
- 1.9. 'Compensation (also defined as redress)' means the gross compensation offered by the Vendor in settlement of the Claim. This includes cash payment and any compensation relating to an unfair relationship claim under the Plevin rules.
- 1.10. 'Fee' means the amount payable to the company by the client upon a successful outcome of the claim.
- 1.11. 'Services' means all or any of the services provided as detailed in the Contract.

### 2. SERVICES

Services the Company agrees to provide are in respect of obtaining compensation for mis-sold financial products (including but not limited to payment protection insurance, packaged bank account charges).

- 2.1. 'Services' means all or any of the services provided as detailed in the Contract. The Company acts as sole and exclusive agent of the Client with authority to process and administer a Claim to seek an offer of Compensation (also defined as redress). This includes:
  - 2.1.1. Providing administrative support to the Client's claim.
  - 2.1.2. Sharing with the Client the Company's knowledge of claim handling procedures as they may relate to the Claim.
  - 2.1.3. Disputing matters arising from rejected complaints and/or compensation offers deemed less than what the Company considers fair and reasonable. The Company will dispute the decision by any means available to them, including but without limitation to use of the Financial Ombudsman Service (FOS) or the Financial Services Compensation Scheme (FSCS).
- 2.2. The service offered does not include the provision of financial or legal advice.
- 2.3. You may choose to represent yourself or seek alternative mechanisms for submitting a claim.
- 2.4. The FOS and FSCS are free to use and available to the general public.

### 3. FEES

- 3.1. The fee amount is quoted on the Client Confirmation.
- 3.2. The standard fee is 20% + Value Added Tax (VAT) of the gross compensation recovered.
- 3.3. Example fees are shown below:

|                                | Example A: All compensation is "cash in hand"    | Example B: Compensation includes "cash in hand" award with loan and future instalment reductions | Example C: Compensation is used to offset arrears.        |
|--------------------------------|--|--|---|
| Total Compensation             | £2,000   | £2,000   | £2,000  |
| Of which cash                  | £2,000   | £1,000   | £0  |
| Loan Reduction/ Arrears offset | £0   | £1,000   | £2,000  |
| Fee Payable @20% (+vat)        | £400 + £80 = <b>£480</b>                         | £200 + £40 = <b>£240</b>   | <b>£0</b>   |
| Result                         | Consumer Receives £1,520                         | Consumer Receives £760   | Consumer Pays £0  |
|                                | No reduction in loan as already paid off in full | A reduction of £1,000 on future loan instalments   | A reduction of arrears of £2,000 on your outstanding loan |

- 3.4. The customer is liable for any income tax due
- 3.5. VAT is subject to change and will be charged at the applicable rate at the time the fee is charged.

- 3.6. If the Company secures an offer of Redress from the Vendor which the Company believes to be fair and reasonable and that offer is rejected by the Client, the Company reserves the right to charge the fee on the compensation offered.

- 3.7. The fee is payable within 14 days of the date of the invoice being issued or immediately upon receipt of compensation.
- 3.8. You authorize payment to be made to the Company by the vendor where applicable.
- 3.9. You agree to notify the company within 5 working days, of any payments of compensation, whether in part or full, made to you directly by the vendor in connection with the complaint.
- 3.10. Fees will be charged in accordance with the Financial Guidance and Claims Act 2018.

### 4. CLIENT OBLIGATIONS

The Client shall:

- 4.1. Provide the Company with all information reasonably requested by the Company.
- 4.2. Respond promptly to any requests for information from the Company (including requests made via the Company by the vendor or Financial Ombudsman Service) that is material to the claim being made.
- 4.3. provide necessary authority for the Company to perform the Services;
- 4.4. Not authorise any other party to perform the service for the duration of the Contract.
- 4.5. Ensure that all information, answers or statements provided to the Company, Vendor or Financial Ombudsman Service is complete, accurate and not misleading.
- 4.6. The Client accepts full responsibility for all information supplied to the Company, Vendor or Financial Ombudsman Service.
- 4.7. Consider any offer of Compensation made by the Vendor which the Company believes to be reasonable and within 14 days either accept the offer or notify the Company that they wish to reject it.
- 4.8. The client agrees for the firm to pursue all possible claims against the vendor under the provision of this agreement unless the client specifically states otherwise. This includes all accounts/policies held with the vendor including but not limited to those quoted from the outset.

### 5. TERMINATION

- 5.1. The Company may terminate this Contract at any time where it believes that, due to material changes to circumstances surrounding the Claim or regulation changes, the case is unlikely to succeed.
- 5.2. Where the Client fails to meet any of the Client's Obligations, the Company may terminate the Contract and reserves the right to charge for administrative costs.
- 5.3. Where the Company terminates the Contract under 6.1 or 6.2, it will inform the Client in writing.
- 5.4. You shall have the right to terminate the contract at any point without incurring a fee from the company. Notice of cancellation can be made by completing the cancellation form included in the pack or can be made in the form of any clear statement to the company. Cancellation will be effective from the date of the statement or notice being made. The Client should obtain and retain proof of postage to verify the date posted (if applicable).
- 5.5. If the notice to terminate is received after any reasonable offer of Compensation is made or receipt of any notification that the Claim has been upheld, the full fee will be payable.

### 6. FORCE MAJEURE

- 6.1. The Company shall not be liable for any delay or failure to perform any Services as a result of any factor beyond its reasonable control.

### 7. DATA PROTECTION

- 7.1. Data is held in accordance with the Data Protection Act 1998.
- 7.2. Data collected by the Company during the course of the Services will be used for the purpose of the Services only.

### 8. THIRD PARTY RIGHTS

- 8.1. Any persons not entering the contract have no rights to enforce the contract under the Contracts (Rights of Third Parties) Act 1999.

### 9. COMPLAINT HANDLING

- 9.1. Customer relations are very important to us. Any complaint received is taken seriously and is dealt with in accordance with our internal complaint handling procedure which is designed to resolve any issue quickly and efficiently. If you wish to make a complaint, it should be addressed to: Client Liaison Manager, Claims Helpdesk Ltd, St James Business Centre, St James Court, Wilderspool Causeway, Warrington, Cheshire, WA4 6PS. Complaints can also be sent by e-mail to: [customerrelations@claimshelpdesk.co.uk](mailto:customerrelations@claimshelpdesk.co.uk), or made by telephone by calling 0161 7130155.
- 9.2. If after eight weeks you are not satisfied with our response or the complaint hasn't been resolved, you may refer the complaint to the Legal Ombudsman
- 9.3. A full copy of our complaint handling process is available on request.

### 10. LAW

- 10.1. The law applicable to this Contract shall be English Law and the parties consent to the jurisdiction of the English courts in all matters relating to this Contract.