

## 4. Terms and Conditions

### 1. Definitions and meanings

- 1.1. In this contract
- 1.1.1. 'We', 'Us' and 'Our' means Reclaim Your PPI which is a trading name of Reclaim Your PPI Limited registered in England and Wales. Registered company number 07234815. Registered office address: Second floor, 683-693 Wilmslow Road, Didsbury, Manchester, M20 6RE. Regulated by the Claims Management Regulator in respect of regulated claims management activities. CRM23970.
- 1.1.2. 'You' means the person(s) whose name and signature appears in the Engagement Instruction.
- 1.1.3. 'Claim' means the seeking of compensation or damages from the Third Party.
- 1.1.4. 'Compensation Scheme' means the Financial Ombudsman Scheme, Financial Services Compensation Scheme or such other public or industry scheme that makes an offer of Financial Benefit to You as a result of the Claim.
- 1.1.5. 'Our Fee' means the amounts that We will charge you under this agreement for providing Our Service as contained at paragraph 6 of this agreement.
- 1.1.6. 'Financial Benefit' means any and all of offers of compensation, damages or gesture of goodwill resulting from the Claim.
- 1.1.7. 'Letter of Authority' means the documented authority given by You to Us to act on your behalf, which You sign to enter into this agreement and to provide your Instructions to Us, and which We will send to the Third Party to evidence Our authority to act on your behalf.
- 1.1.8. 'Payment Protection Insurance' means all insurance policies, whether called payment protection insurance or otherwise, the purpose of which is to insure against accident, sickness or unemployment and to provide for payment of a financial obligation for the period of the insurable loss.
- 1.1.9. 'Personal Information' means information and documents which contain data which relates to You.
- 1.1.10. 'Third Party' means either the organisation that provides or provided You, or sold You, the Payment Protection Insurance, or any other organisation that subsequently assumed the liability of that organisation.

### 2. The parties to the contract

- 2.1. This contract is between You and Us.
- 2.2. The services We provide under this agreement, once commenced, are personal to You because it relates to You and your Payment Protection Insurance, and therefore your rights and responsibilities in this contract cannot be assigned to any other person.
- 2.3. We can assign Our rights and responsibilities in this contract provided that the person We assign it to agrees to provide the same services to You in accordance with this contract. We will write to You before any assignment is made to ensure that You are aware that it is happening. In such circumstances You have 14 days in which to cancel this agreement without charge (this is in addition to the rights of cancellation set out at section 7 below)
- 2.4. We exclude the provisions of the Contracts (Rights of Third Parties) Act 1999 from this agreement which means that only You and Us have any rights under this contract. However if You ask Us to liaise with anybody else on your behalf in relation to this contract We will do so provided that You give Us your written permission.

### 3. Our service

- 3.1. Before offering Our Service to You we asked you some questions to ensure that it is suitable for You. We decided to provide Our Service to you because You have told us that you believe you hold, or have held, a Payment Protection Insurance policy. We cannot continue to provide Our Service to You until You have confirmed that this information is correct which You must do so by signing our Letter of Authority.
- 3.2. It is important that you accurately answer any questions We ask You, and let Us know if you later think any of the information You have provided is inaccurate.
- 3.3. Upon receipt of your signed Letter of Authority We will contact you to confirm We have received your signed documents.
- 3.4. After the expiry of the 14 day cooling off period, We will contact the Third Party. (i) If You have provided Us with details of a policy or account we will ask them to confirm whether they hold responsibility for the sale of the Payment Protection Insurance to You and to identify all Payment Protection Insurance policies they provide, or have provided, to You. If they confirm that this is the case We will submit a Claim to them based upon the information You have provided to Us. We may need to confirm that information with You if the Third Party identifies more than one Payment Protection Insurance policy relating to You. (ii) If you are unsure whether you hold, or have held, Payment Protection Insurance policy We will first ask the Third Party to identify all such accounts and policies before proceeding as set out above in (i).

- 3.5. If the Third Party does not provide the requested information to Us within 7 days We will write to them again to ask them to provide it to Us and provide them a final 7 days in which to respond but You should be aware that this will delay Us providing the rest of Our Service. In the event that the Third Party still does not reply to Us We will submit a Claim to them based upon the information You have provided to Us.
- 3.6. We anticipate receiving a reply to the Claim from the Third Party within 8 weeks of submitting it although sometimes it can be quicker than this.
- 3.7. If the Third Party does not make an offer of Compensation, doesn't respond to the Claim within 8 weeks, or has ceased to exist, We will refer the matter to a compensation scheme but will only do so with your consent.
- 3.8. We will also refer the Claim to a Compensation Scheme if the Third Party rejects the Claim because they do not believe the Payment Protection Insurance policy was mis-sold to You, and We believe based upon the information You have provided, that the Claim could be presented to a Compensation Scheme and have good prospects of resulting in Financial Benefit. We will only do so with your consent.
- 3.9. There may be circumstances in which the Third Party makes an offer of Financial Benefit which may not represent the total redress which We think You are entitled to. In such circumstances We will ask You whether You want to accept the offer or if You want Us to present the Claim to a Compensation Scheme in order to try and obtain the full Financial Benefit which We think You are entitled to.
- 3.10. You must advise Us if any of the following circumstances apply:
  - 3.10.1. You currently are currently behind with any payments due to the Third Party (such as loans or credit cards), or you are subject to any formal or informal insolvency arrangements including an Individual Voluntary Arrangement (IVA) and Debt Management Plan.
  - 3.10.2. You have ever been made bankrupt or it is likely you may be made bankrupt in the next 12 months.
  - 3.10.3. During the course of providing Our Services to you any of the matters set out in 3.10.1 or 3.10.2 apply to You as a result of a change in your circumstances.
- 3.11. Our Service, and therefore the contract between You and Us, will end when any one of the following events occur (i) We write to You and advise You that We do not believe that We can obtain any reasonable Benefit for You, (ii) You, or We, receive an offer of Financial Benefit from the Third Party or a Compensation Scheme which We believe represents all of the redress You are entitled to and is consistent with Financial Ombudsman Service, Financial Services Compensation Scheme and Financial Conduct Authority guidelines, (iii) You, or We, receive an offer of Financial Benefit from the Third Party which We do not believe represents all of the redress You are entitled to but You decide that You do not want Us to present the matter to a Compensation Scheme, or You do not advise Us whether You want to accept it or not within 28 days of Us notifying You of the offer, (iv) We have exhausted the processes of the Compensation Scheme that We refer your Claim to and You do not receive an offer of Financial Benefit.
- 3.12. We are often reliant upon information provided by the Third Party in order to calculate whether the Third Party has provided the correct amount of Financial Benefit. In this regard the accuracy of Our calculations is limited to the accuracy of the information provided to Us.

### 4. Your rights and responsibilities

- 4.1. You appoint Us as your agent so that We can liaise with the Third Party.
- 4.2. You must ensure that You always supply truthful and accurate information when We request it and promptly notify Us of any changes in your circumstances. All answers and statements given to Us are Your responsibility.
- 4.3. You must retain and forward any correspondence You receive from the Third Party within 5 working days of receiving it.
- 4.4. Whenever We write to You and request You to either (i) read, complete and send documents to Us, (ii) provide information or documents to Us, or (iii) do anything else which We require You to do to enable Us to provide Our Services. You must do so within 14 days of Our request. If You do not do this We will write to You to remind You and provide a final 14 days in which for You to do so. If You still fail to do so We shall be entitled to terminate this agreement.
- 4.5. You should consider the information contained in this document carefully and exercise your right of cancellation if you no longer wish to progress with our services.

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### 5. Other important information

- 5.1. It will take longer than 30 days to provide Our Service in full. We hope to have provided all of Our Services within 4 months of the agreement commencing but this is dependent upon a number of factors including how quickly the Third Party and/or a Compensation Scheme responds to Us.
- 5.2. Subject to the paragraph above, Our total liability under this Contract shall be limited to only damages which were reasonable and foreseeable at the time this contract was made.
- 5.3. We shall not be liable for failure to comply with Our obligations under the Contract due to an event which is beyond Our reasonable control and We will endeavour to provide the Services within a reasonable period of time.
- 5.4. Any notice, other than in respect of a cancellation or complaints, to be given under the Contract by either party to the other must be in writing and be served by post to the address of the other party given in the Engagement Instruction. Service of the written notice is deemed to be forty eight hours after posting.
- 5.5. You have the right to shop around and consider using the Financial Ombudsman Scheme and Financial Services Compensation Scheme independently. You should also consider, and tell Us, if you have any other means of pursuing the Claim including using any legal expenses insurance.
- 5.6. These Conditions (and any non contractual matters arising under them) are governed by English law. You should only enter into the contract on this basis.

### 6. Our fee

- 6.1. We will charge you Our Fee on the first occurrence of either of the following events:
  - 6.1.1. You, or We, receive notification of an offer of Financial Benefit from the Third Party or a Compensation Scheme (whether orally or in writing) which We believe represents all of the redress You are entitled to and is consistent with Financial Ombudsman Service, Financial Services Compensation Scheme and Financial Conduct Authority guidelines, whether you accept this or not.
  - 6.1.2. You, or We, receive notification of an offer of Financial Benefit from the Third Party (whether orally or in writing) which We do not believe represents all of the redress You are entitled to but You decide that You do not want Us to present the matter to a Compensation Scheme, or You do not advise Us whether You want to accept it or not within 28 days of Us notifying You of the offer.
- 6.2. Our fee is 30% + VAT of the Financial Benefit which is offered to you under either 6.1.1 or 6.1.2 above. For example if the Financial Benefit is £1000 Our fee would be £300.00 + VAT (£360.00).
- 6.3. There may be circumstances in which the Financial Benefit consists only of reducing money which you owe to the Third Party and in such circumstances you would still have to pay Our Fee. For example if the financial benefit is £1000.00 consisting of £300.00 to be paid to you by the third party or compensation scheme, and £700.00 used to reduce the money you owe to

the third party, our fee would be £300.00 + VAT (£360.00). You should think carefully about whether this might apply to You and how You would pay Our Fee in such circumstances.

- 6.4. We will send an invoice to You when Our fee becomes due as set out above. You must pay that fee within 14 days from when the redress or financial benefit is received from the lender.

### 7. Cancellation and termination

- 7.1. You can cancel this contract within 14 days of entering into it and You will not have to pay anything to Us.
- 7.2. After the conclusion of the cancellation period contained in paragraph 7.1 You can still ask Us to cease providing Our Services at any time but not if it has already ended in accordance with 3.11 above. If You cancel the contract under this clause We will not charge you for the work undertaken by us prior to cancellation.
- 7.3. We can terminate this agreement if You materially breach any of your responsibilities and You fail to rectify your materially breach within 28 days of Us telling. We will attempt to do both by telephone and post.

### 8. Use of your information

- 8.1. We will comply with Our obligations under the Data Protection Act 1998 as amended from time to time. You consent to Us passing on Your Personal Information to all Third Parties We deem necessary to provide Our Services.
- 8.2. We may use outsourcing partners, including software providers, to deliver of Our Service and as such You consent to Us passing Your Personal Information to those outsourcing partners in order that We may perform Our obligations under this agreement.
- 8.3. If You want to know exactly what Personal Information We hold about You, You can obtain it from Us by making a Subject Access Request and paying a fee of £10 to Us. If it transpires that the information held is inaccurate, We will make the necessary amendments and confirm to You that these have been made.
- 8.4. To obtain a copy of the personal information held by Us, please write to the Data Protection Officer at the address shown in 1.1.1 of this agreement and enclose a cheque for £10.
- 8.5. On occasions it may be necessary for Us to disclose your Personal Information to regulatory bodies as part of our regulatory obligations.
- 8.6. We may send You updates and information in relation to Us and Our products and services. You have the right to ask Us not to use Your information for such purposes and You can exercise Your right to prevent this by indicating this when We collect the information. You can also exercise this right at any time by contacting Us in writing.

### 9. Complaints

Please refer to our complaints procedure contained within this form.

1st Applicant Signature

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Date

\*

2nd Applicant Signature

\*

Date

\*

\* Fill in / complete

Reclaim Your PPI is a trading style of Reclaim Your PPI Limited.

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