

For You To Keep

Terms & Conditions



Contact

0800 027 9592

www.claimsadvisorygroup.co.uk

info@claimsadvisorygroup.co.uk

Our agreement

These are the terms and conditions upon which We, Claims Advisory Group Limited will provide our service to You. Once You have signed and We have received the letter of engagement which accompanied these terms and conditions our agreement will start.

You appoint Us to act exclusively on Your behalf as Your representative in respect of Your claim(s) for mis-sold Payment Protection Insurance and You shall not enter into any agreement with the Bank or financial institution (referred to as the Bank) against whom We make a claim on Your behalf or with any other claims management company without first consulting Us. We make no representation or warranty to You that compensation will be obtained or is in any way guaranteed in respect of any claim We make on Your behalf.

Responsibilities

We shall:

- a) Request documentation and information that We believe are relevant to Your claim(s). We will review this information and, if necessary, submit a free of charge Data Subject Access Request to the relevant Bank(s) you believe that you may have had Payment Protection Insurance with.
- b) Conduct ourselves in Your best interests in the pursuance of any potential claim against any Bank.
- c) Provide You with impartial advice on any risks and benefits of pursuing a claim against any Bank.
- d) Take all reasonable steps to achieve a satisfactory outcome with the Bank and/or with the Financial Ombudsman or Financial Services Compensation Scheme. You agree that We can accept any reasonable offer of compensation made in line with the compensation guidance provided by the Financial Conduct Authority and the Financial Ombudsman Service on Your behalf and that We can enter into any binding agreements and do everything We may consider reasonably necessary to accept such offer.
- e) Update You on the progress of the claim in line with our normal procedures and advise You on the suitability of any offer of settlement made by the Bank.
- f) If we receive any amounts to settle any claim (whether in one or more instalments at any time, including as a result of a review by or appeal against the Bank) deduct any fees due to Us for providing our services in accordance with this agreement.

You shall:

- a) Provide Us with full and accurate information and documentation (including in electronic form) relating to Your claim as soon as possible and no later than 14 days after Our request and You shall not mislead Us in any way.
- b) As soon as possible inform Us of any change of contact details.
- c) Advise Us as soon as possible if the Bank or any other person on behalf of the Bank contacts You directly regarding the claim.
- d) Not contact the Bank about Your claim, unless We agree that it is necessary.
- e) Advise Us as soon as possible if there are any matters, circumstances or events which will affect any claim or our ability to provide the services to You.

Our Fees

We will charge You a fee equal to 39% (inclusive of VAT where applicable) of the total value of all compensation which is awarded to You for each claim We make on Your behalf, whether awarded as compensation, a gesture of goodwill, refund, discount or otherwise (including any interest). Where such award is revised on appeal or review, then the total amount awarded (whether in one or more instalments at any time) shall be used in order to calculate the amount of the total compensation and the fee due to Us. We will charge Our fee if the claim is totally or partly successful and You authorise Us to deduct from Your compensation or any other amounts We receive on Your behalf (including in relation to any other claim) the amount that We are entitled to as set out above. Your compensation can be awarded to You in a variety of ways depending on Your circumstances. If You are in an Individual Voluntary Arrangement ("IVA"), Your compensation may be paid to the insolvency practitioner who is supervising Your IVA. If You are in arrears with the Bank or if You are on a Debt Management Plan, Your compensation may be credited to Your Bank account to reduce the arrears. In any of these circumstances, You will still be liable to pay our fee in full. We will forward any payment of compensation received by Us on Your behalf, after deducting our fee, to You (or Your insolvency practitioner if You are in an IVA) within 10 days of the date it is received in cleared funds by Us. If You are paid the compensation directly by the Bank, You agree that You will pay our fee no later than 10 days after payment is received by You. Any amount You have left to pay beyond this date will build up interest at the rate of 3% a year above the base rate from time to time of the Royal Bank of Scotland plc. We will charge interest on the outstanding amount each day beyond this date until the date You make full payment to Us.

The table below sets out three examples of how compensation may be paid to you

A: Compensation is cash in hand only

Total offer awarded - £3,000

Funds you receive - £2,700 (£3,000 minus income tax deduction £300)

Our fee to be paid - £1,170 (inclusive of VAT where applicable)

B: Compensation is cash in hand and is partly used to offset arrears with the Bank

Total offer awarded - £3,000 cash (£1,000 offset amount)

Funds you receive - £1,700 (£3,000 minus £1,000 offset, minus income tax deduction £300)

Our fee to be paid - £1,170 (inclusive of VAT where applicable)

C: Compensation is fully used to offset arrears with the Bank

Total offer awarded - £3,000 offset amount

Funds you receive - £0 (£3,000 offset minus income tax deduction £300 = £2,700)

Our fee to be paid - £1,170 (inclusive of VAT where applicable). Our fee is still payable.

Banks are obliged to deduct income tax from the interest that the banks pay in addition to any compensation payable. Therefore, the interest that is paid is at a rate of 8%. This in turn is subject to a deduction of 20% income tax.

Cancellation of this agreement

We can cancel this agreement at any time and no fee will be payable by You if We think that Your claim is unlikely to succeed or if You fail to provide Us with the necessary information We need to progress Your claim. We will do this by giving written notice to You. You have the right to cancel this agreement within 14 days after this agreement is entered into ('cooling off period') by giving written notice or making any clear statement setting out the decision to cancel the contract to Us and You will not be liable to pay any fee. If You wish to terminate the agreement after the cooling off period has expired, you may do so but We reserve the right to invoice you to reflect the work already done, calculated at an hourly rate of £50 plus VAT. If We have already achieved an offer of compensation in respect of Your claim, the full fee is payable by You as set out above. You can use the cancellation form below to cancel this agreement, but You do not have to do so.

Cancellation Form

To

Claims Advisory Group Limited Address: Adamson House, Pomona Strand, Manchester, M16 0TT;

Email: info@claimsadvisorygroup.co.uk

I/we hereby give notice that I/we cancel my/our contract with Claims Advisory Group Limited

Please only complete and return this section if you wish to CANCEL your claim

Name of Client(s):

Address of Client(s):

Signature of Client(s):

Date:

Data Protection

The information that We gather about Your personal and financial situation may be classed as "personal data" or "sensitive personal data" under the Data Protection Act 1998. By returning the letter of engagement to Us, You give Us permission to:

- process Your information (including gathering, recording or holding it) in whatever way is necessary to enable us to carry out Your instructions;
- disclose Your information to such advisors including other organisations as We believe is necessary to enable Us to provide the services;
- hold Your information for as long as is necessary to provide the services or in line with our policies, whichever is longer;
- Contact you by email/SMS []
- Contact you by post or telephone [x]

About any good or services which we feel you may be interested in.

If You ask Us in writing, We will (for a fee of no more than the maximum allowed by the Data Protection Act 1998) provide You with details of the information We hold about You and/or details of the other people and organisations to which We have disclosed Your information.

Extension of Liability

We shall have no legal responsibility to You for any unforeseeable loss, damage or expense incurred by You as a result of Us breaking this agreement or for any indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by You and Us. Loss or damage is foreseeable where it is an obvious consequence of our breach or if it was contemplated by Us and You at the time we entered into this agreement. You acknowledge that in calculating the amount of compensation that may be due to You, absolute accuracy may be difficult to achieve and You agree that we have no liability for any shortfall resulting from the inaccuracy of the calculation unless it is proved to be as a result of our negligence or failure to exercise reasonable skill and care. If the supply of services or the claim is adversely affected or delayed by any act or omission by You or Your advisers, We shall not be liable for any costs, charges or other losses incurred by You or any failure in negotiating a settlement of Your claim in full or part. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this agreement that is caused by an act or event beyond our reasonable control, including without limitation, industrial action by third parties, riot, terrorist attack, war, fire, storm, flood, natural disaster, or failure of public or private telecommunications networks, other utility services or breakdown of equipment.

Complaints and how to contact us

We aim to provide You with a service in line with these terms and conditions. However, if at any time You want to make a complaint about any part of the service We have provided, or wish to contact Us or give Us notice, please contact our Customer Services Manager by telephoning 0800 0279 592, emailing Us at info@claimsadvisorygroup.co.uk or writing to or visiting Us in person at Adamson House, Pomona Strand, Manchester, M16 0TT. We will do all We can to settle Your complaint in a way You are satisfied with. We will provide You with a written acknowledgement within 5 working days and will attempt to provide You with a full response within 4 weeks. If We need more time to investigate We will let You know but will provide You with a final response within 8 weeks. However, should You remain dissatisfied following Our final response or 8 weeks have elapsed since You raised Your complaint with Us and are not happy with the progress made, You can refer the matter to the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ, Telephone: 0300 555 0333, email – enquiries@legalombudsman.org.uk.

For a copy of Our complaints procedure please visit <http://www.claimsadvisorygroup.co.uk> or write to our Customer Services Manager at the above address.

Other important terms

We may transfer our rights and obligations under this agreement to another organisation and We will always notify You in writing if this happens, but this will not affect Your rights or our obligations under this agreement.

This agreement is between You and Us. No other person other than anyone to whom We may transfer this Agreement, shall have any rights to enforce any of its terms. Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect. This agreement is governed by English law.



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