

Terms of Engagement

1. Definitions & Interpretation

Unless the context otherwise requires:

- I) "the Claim" means the claim for the mis-selling of any Financial Services Product or any other associated policy to the Client pursued by Compi Claims Limited on behalf of the Client.
- II) "the Client" means the person(s) for whom Compi Claims Limited has been instructed to provide the Services for as identified overleaf.
- III) "the Company" includes without limitation the bank, building society, insurer, broker, financial adviser, company, provider or any other organisation responsible for the sale of the financial services product or other associated products.
- IV) "Compi Claims Limited" means Compi Claims Limited (Company No06175236) whose registered office is 31 Hallgate, Wigan, Lancashire, WN1 1LR.
- V) "the Fee" means 30% + VAT* (Currently 36% inc of VAT) of any redress payment paid to the client directly as a result of the Claim. This would mean that if we won your claim and you received £2000.00 then our fees would be calculated as follows. 30% of 2000.00 = £600.00 + vat @ 20% (£120.00) Our total fee payable will be £720.00
- VI) *The actual rate of VAT payable will be that determined from time to time by HMRC.
- VII) The 'letter of authority' document has been signed to provide Compi Claims Limited to act on my/our behalf and is in connection with this Terms of Engagement.
- VIII) "The services" means the assessment of a potential Claim and the provision of advice on the handling of the Claim for any losses sustained by the Client in respect of the mis-selling of a financial services product by the Company.
- IX) "The termination date" means the effective date of termination of this agreement in accordance with clause 7.
- X) "terms" means these terms and conditions.
- XI) "benefit" means all non-monetary benefits in whatever form, including without limitation, all benefits that will arise from any waiver, cancellation, deduction or interest payments, premiums, charges or other interest, or administrative payments (or any offsetting or release against the same) or any other saving, inducement, discount, or rebate offered in relation to any other products or services offered by the third party, or persons connected to the third party.
- XII) The headings in these terms are for convenience only and shall not affect their interpretation.
- XIII) References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended extended or re-enacted.
- XIV) Where there are two or more individuals identified as the Client the obligations and liabilities pursuant to this agreement shall be joint and several.

2. Appointment

- I) In consideration of the fee Compi Claims Limited will provide the services to the Client in accordance with these terms for such a period until this agreement is terminated in accordance with the provisions of clause 7. Only the fee stated above 1. V will be charged in relation to any redress obtained from our services.
- II) For the avoidance of doubt the performance of the services shall not include the provision of any legal or financial advice and the Client hereby acknowledges it is up to the Client to obtain independent advice from suitably qualified persons in relation to such issues. The client acknowledges that it is possible to raise a complaint with a financial institution or the Financial Ombudsman Service by themselves without having to employ the services of a regulated claims management company.

3. Rights and Obligations of the Client

The Client:

- I) By Completing and signing the letter of authority overleaf, gives Compi Claims Limited full authority to deal with the Company on the Client's behalf and to obtain other relevant information from whatever source as necessary.
- II) Will deal promptly with every reasonable request by Compi Claims Limited for authority, information documents and further instructions that Compi Claims Limited may from time to time require.
- III) Will promptly inform Compi Claims Limited of any matters affecting the Claim.
- IV) Will not be liable for any charge in respect of the Claim if the Company pays no redress.
- V) Will at their own expense retain duplicate copies of any documents or information produced to Compi Claims Limited and insure against its accidental loss or damage.
- VI) Will pay any fee due to Compi Claims Limited for the services within 7 days of receipt from the Company.
- VII) Will in connection with any Claim promptly inform Compi Claims Limited in writing of any acceptance or offer made by the Company or acceptance of any offer or receipt of any redress from the Company during the term of this agreement. Such notification shall include the amount of redress and the date of payment. (or any payment has yet to be made) and the Client shall procure such payments are verified by the Company.
- VIII) Hereby acknowledges and confirms all information supplied to Compi Claims Limited is true and not mis-leading.

4. Rights and Obligations of Compi Claims Limited

Compi Claims Limited will:

- I) Only undertake Claims where in the reasonable opinion of Compi Claims Limited there is a valid case.
- II) All reasonable skill and care in the performance of the services.
- III) Use all reasonable endeavours to promptly notify the Client if the Claim is not to be pursued.
- IV) Use all reasonable endeavours to promptly notify the Client the outcome of the Claim.
- V) Preserve confidentiality save as expressly or by necessary implication authorised to the contrary.
- VI) Deal with all complaints in accordance with its published complaints handling procedure. Details of how to obtain a copy have been provided to the Client.
- VII) Use all reasonable endeavours to promptly respond to any complaint of the Client and within a reasonable time provide a statement of explanation or means of rectification.
- VIII) Treat all personal information as private and confidential except where Compi Claims Limited are required to disclose either in relation to pursuing

a Claim or providing the services or by law. The Client has the right of access under the Data Protection Act 1988 to their personal records held by Compi Claims Limited.

5. Exclusions

A Compi Claims Limited shall have no liability to the Client:

- I) For any loss, damage, costs, expenses or other Claims arising from any information supplied by the Client which is incomplete, incorrect, inaccurate, illegible, in the wrong form or arising from the late arrival, non arrival, or any other fault of the Client.
- II) Or be deemed to be in breach of these Terms by reason of any delay in performing or failure to perform any of these Services, or in the delay or failure was due to any cause beyond Compi Claims Limited's reasonable control.
- III) For any loss or damage to any documentation supplied to Compi Claims Limited by the Client.
- IV) (except in respect of death or personal injury) cause by Compi Claims Limited's negligence by reason of any representation (unless fraudulent) or any implied warranty condition or other term or any duty at common law except as provided in the agreement and the entire liability of Compi Claims Limited under or in connection with this agreement shall not exceed the amount paid by the Client to Compi Claims Limited under this agreement.

6. Payment

- I) The fee shall become due upon the acceptance of an offer of redress by the Company to the Client in respect of the Claim.
- II) From the date of payment specified in the notice served pursuant to clause 3 vii or confirmation of the payment by the Company or by any other means Compi Claims Limited shall be entitled to invoice the Client for the fee.
- III) In the event the Client fails to pay the Fee within 7 days of the date of the invoice or 7 days from the date of receipt of any payment from the Company to the Client Compi Claims Limited shall be entitled to charge interest on the amount unpaid at the rate of 8% per annum until the payment in full is made.

7. Termination

- I) Compi Claims Limited shall have the right by giving written notice to the Client at any time to immediately terminate this agreement if:
 - a) There occurs a material breach by the Client of any term of this agreement which is not remedied to Compi Claims Limited's satisfaction within 14 days of a written notice by Compi Claims Limited specifying the breach and requiring it to be remedied; or
 - b) The Client is adjudicated bankrupt; or
 - c) In the reasonable opinion of Compi Claims Limited the Client has no reasonable chance of success.
- II) The Client shall have the right to terminate this agreement by giving written notice to Compi Claims Limited within 14 days of signing this agreement. For the avoidance of doubt the Client will not be responsible for any costs incurred by Compi Claims Limited.
- III) After the expiration of the initial 14 day period as referred to in clause 7 (I) above the Client may terminate this agreement by serving written notice to Compi Claims Limited subject to the remaining provision.
- IV) Upon the termination of this agreement by the Client for any reason whatsoever (save for any reason of default by Compi Claims Limited or termination by Compi Claims Limited pursuant to clause 7 (I)(c) all sums due to Compi Claims Limited under this agreement shall immediately become due and payable and clause 6 (III) shall apply accordingly
- V) The provisions of clause 3 (VII) shall continue in full force and effect for a period of 12 months after termination and the provisions of clause 5 and 6 shall apply accordingly.
- VI) In the event the termination date occurs prior to redress being offered by the Company to the Client in respect of the Claim Compi Claims Limited shall immediately be entitled to invoice the Client for all and any reasonable costs and disbursements if any occurred by Compi Claims Limited pursuant to this agreement which shall for the avoidance be calculated by reference to the time spent by Compi Claims Limited in carrying out its obligations pursuant to this agreement such time being charged out at of Compi Claims Limited standard hourly rates from time to time in force. The hourly rate is currently £125 + VAT.
- VII) In the event the termination date occurs after redress has been offered by the Company to the Client in respect of the Claim which has been accepted, Compi Claims Limited shall be entitled to Claim the fee in accordance with clause 6.
- VIII) In the event the termination date occurs after redress has been offered by the Company to the Client in respect of the Claim which has either been rejected or not, accepted by the Client, Compi Claims Limited shall be entitled to Claim the fee if the Client subsequently within a period of 12 months from the termination date accepts an offer of a redress from the Company for a sum which is lower than or not more than 30% above a previous offer that was made by the Company during the term of this agreement. For the avoidance of doubt the fee shall immediately be due and payable immediately upon acceptance of such an offer and clause 6 shall apply.
- IX) If the redress accepted shall exceed a sum equal to 30% above a previous offer made by the Company during the term of this agreement Compi Claims Limited shall be entitled to its reasonable costs in accordance with clause 7 (VI).
- X) From the date of payment specified in the notice served pursuant to clause 3 (VII) or confirmation of payment of redress by any other means Compi Claims Limited shall be entitled to invoice the Client for the fee and the provisions of clause 6 (III) shall apply accordingly.

8. Complaints Procedure

We aim to provide excellent customer service at all times. However, we recognise that occasionally things go wrong. Complaints may be made in writing, by e-mail, by telephone or in any other form. In the case of a telephone complaint, we may ask you to put your complaint in writing to clarify the complaint so we can investigate fully.

We reserve the right to decline to consider a complaint that is made more than six months after you became aware of the cause of the complaint. There may be instances where we will waive this requirement at our discretion. We will confirm to you in writing if a complaint has been made outside the time limit that we are prepared to consider.

We will send you a written or electronic acknowledgement of a complaint within five business days of receipt, identifying the person who will be handling the complaint for the business. Wherever possible, that person will not have been directly involved in the matter which is the subject of the complaint, and will have authority to settle the complaint.

Within four weeks of receiving a complaint, we will send you either:

- a) a response which adequately addresses the complaint; or
- b) a holding response, which explains why we are not yet in a position to resolve the complaint and indicates when we will make further contact with you.

If you are dissatisfied with our response, you may request that your complaint is reviewed by a senior officer of the company. If after this you remain dissatisfied with our response, or if we are unable to issue you with a response within 8 weeks of receiving your complaint, you may refer the matter to the The Legal Ombudsman Service at:

Legal Ombudsman
PO Box 6806
Wolverhampton
WV1 9WJ

Email: enquiries@legalombudsman.org.uk

Telephone: 0300 555 0333

Where we decide that redress is appropriate, we will provide you with fair compensation for any acts or omissions for which we are responsible and will comply with any offer of redress which you accept. Appropriate redress will not always involve financial redress.

9. **General**

- I) These and terms and any document referred to herein shall constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute of otherwise, are excluded to the fullest extent permitted by law.
- II) No failure or delay by either party in exercising any of its rights under these Terms shall be deemed to be a waiver of that right, and no waiver by either party of any breach of these Terms by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- III) In any provision of these Terms is held by any court of other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
- IV) No third party shall have any right to enforce or rely on any provision of these Terms which does or may confer any right or benefit on any third party directly or indirectly, expressly or impliedly and hence no third party shall have any right under the Contracts (Rights of Third Parties) Act 1999.
- V) The Client shall from time to time upon request by Compi Claims Limited execute any additional documents and do any other act or things which may reasonably be required to give effect to these Terms.
- VI) These Terms shall be governed by English law and the parties hereto agree to submit to the exclusive jurisdiction of the English Courts.

PLEASE ENSURE THAT IN CASES OF A JOINT POLICY CLAIM THAT BOTH PARTIES SIGN BELOW

I/We have received, read, understood and agreed with
Compi Claims Limited's
Terms of Engagement Documentation

Signature:

Signature:

Full Name:

Full Name:

Date:

Address:

Reference Number:

Postcode:

A COPY OF THESE TERMS AND CONDITIONS CAN BE FOUND ON OUR WEBSITE :
WWW.COMPICLAIMS.COM

AN ADDITIONAL COPY IS ALSO ENCLOSED FOR YOUR RECORDS