

1. DEFINITIONS

- 1.1. "Money Claims 4 U Ltd (MC4UL)" means Money Claims 4 U Ltd, a limited liability company and a third party claims handler, registered in England and Wales with number 08370149 having its registered office at Vernon Road Stoke On Trent Staffs ST4 2qy.
- 1.2. "Client" means the policyholder/account holder(s), whose details are set out in the letter of Authority and who have appointed MC4UL to provide the services;
- 1.3. "Company" means the Financial Institution and or persons to whom the letter of authority is addressed being the insurance company, Bank, Building society, Credit Card Company or financial advisor or any other entity which sold the policy or gave the advice to the client, or applied the unlawful charges (including for the avoidance of doubt any employee, director, agent, representatives and associates of said entities or any other entity and/or any of their predecessors);
- 1.4. "Compensation" means any sums paid or awarded to the Client in the Claim, whether in repayment of premiums or commission, reduction of debt or other financial benefit and including any interest.
- 1.5. "Benefit" means all non-monetary benefits in whatever from including but not limited to all benefits that will arise from any waiver, cancellation, reduction, saving, deduction or rescheduling of any outstanding or future loan interest payments, Credit payments, premiums, charges or other interest or administrative payments or any other savings, Inducement, discount or rebate offered in relation to any other products or services offered by the company or persons connected to the company.
- 1.6. "Claim(S)" means the Client's claim or claims against the Company relating to the miss-selling of a Payment Protection Insurance policy, or policies; and Packaged bank Accounts.
- 1.7. Fees are payable to MC4UL based on the total amount of redress prior to any HMRC deduction for the services carried out by it, as follows:
PPI Claims entered into after July 10th 2018 will be charged at 24% Inclusive of VAT.
Packaged Bank Account Claims will be charged at 36% Inclusive of VAT.
Plevin / unfair relationship claims will be charged at 36% Inclusive of VAT. Our fees are subject to Regulatory Change and will be charged at the prevailing maximum rate.
Contracts entered into prior to 10th July 2018 are chargeable at the rate outlined in such contracts
- 1.8. "Letter of Authority" means the letter included in the claim pack to be sent to the company from the client;
- 1.9. "Services" means the services provided by MC4UL including assessing the viability of, preparing, submitting and negotiating your claim; and
- 1.10. "Terms" means these terms of engagement.

2. CONDUCT OF ENGAGEMENT

- 2.1. By signing and returning the Letter of Authority, the client hereby agrees to be bound by the terms & conditions of the contract and appoints MC4UL to provide the services for such period as to allow MC4UL to assess, and if reasonable possible, to complete the Claim until a time in which the client cancels the agreement as per clause 5.2 The Terms & Conditions of the contract will be enforced at all times.

3. THE CLIENT WILL

- 3.1. By completing and signing the Letter of Authority give MC4UL his/her/their consent and full authority to deal with the Company on the Clients behalf and to obtain relevant information from whatever source on a continuing basis subject to any cancellation of the contract having occurred.
- 3.2. Deal promptly with every reasonable request by MC4UL for authority, information and documents and further instructions that MC4UL may from time to time require; Understand that a fee may be charged if we Endeavour to contact you with reasonable requests to complete the claim process for each account we are processing for up to 4 weeks and you do not respond, this is in accordance with term 5.3.
- 3.3. Promptly inform MC4UL of any relevant matters affecting the Claim;
- 3.4. Agree to the Company remitting the compensation to MC4UL and for MC4UL to retain the fee before paying the balance of the compensation to the client. Notwithstanding such agreement, should the compensation be paid direct to the client, MC4UL will invoice the client for the fee which is due to MC4UL immediately. It is important to note that these fees will still become due in full even if the redress if used by the lender to clear any outstanding arrears and will also be enforceable even if there is any form of a debt order in place.
- 3.5. Give MC4UL the right to deal exclusively with the Claim. This means that you cannot appoint another person or firm to act on your behalf in respect of this claim, unless you terminate this agreement with us or unless otherwise agreed in writing by the client and MC4UL.
- 3.6. Not negotiate with the Company or the Financial Ombudsman Service in relation to the claim or accept an offer of redress which is made directly by the Company, by a person acting on the Company's behalf or the Financial Ombudsman Service, without first discussing the offer with MC4UL;
- 3.7. Pay our Fee if we are successful in winning your claim: and
- 3.8. For the avoidance of doubt not be liable for any charge in respect of the Claim if the Claim is pursued and the Company offers no Compensation.

Cancellation Notice

To: Money Claims 4 u, Unit 8 & 9, Millbank House, Wilmslow Cheshire, SK9 1BJ

I/We hereby give notice that I/We cancel my/our contract with you for the supply of the following service.

PPI/PBA or Both Financial Reclaims Name of consumer:

Address of consumer:

Signature of consumer:

Date:

4. IN CARRYING OUT ITS FUNCTION, MC4UL WILL;

- 4.1 Rely on the information and documents provided by the client to MC4UL as being true. Accurate, and complete. MC4UL will not audit, test or check such information or documents except where it is under a legal obligation to do so.
- 4.2 Use its reasonable Endeavour's to obtain the maximum Compensation for the Claim which are pursued;
- 4.3 Promptly notify the Client if the Claim is not to be pursued. It is at MC4UL 's discretion to decide whether or not to proceed with the Claim at any time during the claims process but MC4UL must act reasonably in taking any such decision;
- 4.4 Promptly notify the Client of the outcome of the claim;
- 4.5 Following the settlement of a claim and the payment of compensation by the company to MC4UL, MC4UL will pay the client the balance of the compensation immediately, after deduction the fee; and
- 4.6 Preserve confidentiality. Including the client's personal information (even when this Agreement has terminated and the client is no longer a client), save as expressly or implicitly authorized to the contrary including where disclosure is made at the client's request or with the client's consent in relation to pursuing the claim or where otherwise required by law.
- 4.7 MC4UL may make a payment to a third party upon completion of process for the introduction of the client. This will be paid via the funds we receive from the client and is not an additional cost to them.

5. HOW YOU CAN CANCEL THIS AGREEMENT

- 5.1 You may cancel with us at any time during the process. if you cancel within the first 14 days (which starts from the date you signed the authority) of instructing us to act on your behalf you will have nothing to pay under this agreement. As this period is classed as your "cooling off period" cancellation must be done in writing via e-mail to claims@moneyclaims4u.co.uk or send via recorded delivery or verbally by speaking with the office on 08009884820; Full information is also available on our website www.moneyclaims4u.co.uk.
- 5.2 If you cancel outside of the 14 day cooling off period. Again notification must be completed as per term 5.1.
- 5.3 If you cancel the agreement in accordance with clause 5.2 above we reserve the reserve the right to charge a fee to cover our reasonable costs (up to £300) for the work undertaken in processing your claim up to the date of cancellation. These fees will be due regardless of any redress paid to the client.
- 5.4 If at the time of cancellation described in 5.2 above we have received confirmation that the claim is to be upheld we reserve the right to change our full fee.
- 5.5 If at any time you are unhappy with the service you have received from MC4UL then a complaint can be made verbally by calling the office on 0800 9884820. Full detail of the complaints process can then be sent to you or you can access it via www.moneyclaims4u.co.uk

6. HOW WE CAN CANCEL OR CHANGE THIS AGREEMENT

- 6.1 We can cancel this agreement by giving you 14 days' notice in writing if any of the following events occur;
 - a) We become aware that your claim is unlikely to succeed.
 - b) You are declared bankrupt or have a bankruptcy petition presented against you,
 - c) You enter into an individual voluntary arrangement with your creditors.
 - d) You do not follow reasonable recommendations made by us;
 - e) You provide information which you knew to be false or misleading in support of your claim and this information is material to the success of you claim;
 - f) You fail to respond to reasonable requests for information in a timely manner and this prevents us from providing the services; or
 - g) Your breach a term of this agreement and you do not correct this breach within 14 days of receiving written notification from us detailing the action required to resolve the breach.
- 6.2 Subject to the notice period in clause 6.3 below we may change the terms of this agreement to reflect the increased cost of providing the service to you, to reflect changes or predicted changes in legislation, taxation or regulation or to make a term more easily understandable.
- 6.3 We will always give you at least 30 days written notice of any changes before they take place. If you are not willing to accept the proposed change you will be free to end the agreement and will have no amount to pay under the agreement.

7. General

- 7.1 MC4UL accept no liability for any loss suffered by the client by entering into this agreement and specifically in the event that no compensation is paid to the client by the company unless such loss is suffered as a result of negligence, fraud or dishonesty on our part.
- 7.2 This agreement is governed by English Law.
- 7.3 We may transfer our rights under this Agreement by giving you 30 days written notice of such transfer. You will be free to reject a transfer of rights by contact us and cancelling your agreement. If you cancel in these circumstances you will have nothing to pay under this agreement.
- 7.4 MC4UL is regulated by the Claims Management Regulator in respect of regulated claims management activities; our authorization number is CRM42134 which can be checked on the website www.claimsregulation.gov.uk