



Simple Claims Assistance

THE COMPLEX MADE CLEAR

Contract Terms & Conditions

May 2019

Simple Claims Assistance Limited is regulated by the Financial Conduct Authority in respect of the Regulated Claims Management Activities. Our Authorisation number is: 831220. Registration is recorded on the FCA website www.fca.org.uk

YOU ARE ENTITLED TO MAKE A CLAIM YOURSELF BY APPROACHING
THE RELEVANT BODY/ ORGANISATION DIRECTLY SUCH AS:

THE FINANCIAL OMBUDSMAN SERVICE (FOS)

THE PENSIONS OMBUDSMAN OR FINANCIAL SERVICES COMPENSATION SCHEME (FSCS),
OR YOU MAY USE THE SERVICES OF OTHER PROFESSIONALS SUCH AS A SOLICITOR OR
OTHER ORGANISATIONS TO PURSUE YOUR CLAIM.

This document contains important information and sets out the Terms of Engagement for the appointment of Simple Claims Assistance Ltd to act on the CLIENT's behalf in all aspects of the administration and negotiation of your CLAIM.

PLEASE READ THIS CONTRACT AND TERMS & CONDITIONS CAREFULLY AND ENSURE YOU UNDERSTAND AND ARE HAPPY WITH THEM BEFORE SIGNING. IF YOU SHOULD HAVE ANY QUESTIONS PLEASE FEEL FREE TO CONTACT US ON 0203 950 7423 OR EMAIL info@simpleclaimsassistance.co.uk. YOU MAY WISH TO SEEK INDEPENDENT LEGAL ADVICE ON THIS CONTRACT AND TERMS & CONDITIONS BEFORE SIGNING THEM.

For Definitions see page 7

1. Starting the Case/CLAIM

- 1.1. **Terms of Engagement.** By signing this Contract/Terms & Conditions, the CLIENT agrees to be bound by these and appoints Simple Claims Assistance Ltd to provide the SERVICES (unless otherwise agreed in writing by the CLIENT and Simple Claims Assistance Ltd). A contract will come into place between Simple Claims Assistance Ltd and the Client once Simple Claims Assistance Ltd has received and accepted this instruction.
- 1.2. **Letters of Authority.** Without prejudice to clause 3, by signing and returning the LETTERS OF AUTHORITY in our CLAIMS PACK, the CLIENT gives Simple Claims Assistance Ltd full authority to deal with the COMPANY on his or her behalf and to obtain relevant information from whatever source on a continuing basis until conclusion of the CLAIM process.
- 1.3. **Document Declaration.** By signing and returning the Document Declaration in our CLAIMS PACK, the CLIENT confirms that they have sent to Simple Claims Assistance Ltd all documents, including electronic documents and information in his/her possession that are relevant to the CLAIM being investigated.

2. Right to cancel

- 2.1. **In the first 14 days.** The CLIENT has the right to cancel this agreement (which starts once the CLIENT has received the letter(s) of authority to sign), and may do so by giving Simple Claims Assistance Ltd a clear statement of the requirement to exercise this right within 14 days (the 'Cooling Off Period') without any charge or liability to Simple Claims Assistance Ltd. A Cancellation Form is included in the CLAIMS PACK for convenience but it is not necessary to use that.
- 2.2. **After the first 14 days.** If the CLIENT wishes to cancel this Agreement after the Cooling Off Period (which may be done, verbally, by email or post, a Cancellation Form is included in the CLAIMS PACK for convenience but it is not necessary to use), Simple Claims Assistance Ltd will be entitled to charge the CLIENT for work done up to the time the cancellation takes effect. Full details of the charges payable are included in the "Illustration of the cancellation charges payable by the CLIENT after the 14-day Cooling Off Period". On page 7.

2.3. Cancellation Circumstances.

If the Client wishes to cancel in accordance with clause 2.2 then a fee will payable in the following circumstances:

Examples of cancellation circumstances:	FEE
The CLIENT <u>no longer</u> wishes to proceed with the CLAIM or wishes to appoint a third party to carry out the CLAIM for them or wishes to continue the CLAIM themselves.	Fee payable
Where Simple Claims Assistance Ltd make changes to the SERVICES we provide or the terms themselves	No Fee

Where there is a risk of delay in providing SERVICES to the CLIENT due to events outside of Simple Claims Assistance Ltd control	No Fee
Simple Claims Assistance Ltd suspend SERVICES to the CLIENT	No Fee
The CLIENT has a legal right to end the contract with Simple Claims Assistance Ltd due to a breach of obligations	No Fee
The CLIENT's case/CLAIM has no reasonable grounds for COMPENSATION	No Fee

3. The CLIENT's Obligations

- 3.1. **Act promptly.** The CLIENT will deal promptly with every reasonable request made by Simple Claims Assistance Ltd, from any COMPANY and any body/organisation involved in the process and will be required to obtain relevant information from whatever source is appropriate on a continuing basis.
- 3.2. **Keep us informed.** The CLIENT will promptly inform Simple Claims Assistance Ltd of any relevant matters that may affect the CLAIM or the CLIENT's obligations under these Terms of Engagement. For the avoidance of doubt, this obligation applies even if such information has not been requested by Simple Claims Assistance Ltd.
- 3.3. **Contact with third parties.** The client will promptly inform Simple Claims Assistance Ltd if it is contacted by the COMPANY or any person on behalf of the COMPANY in connection with a CLAIM.
- 3.4. Including, even if not requested by Simple Claims Assistance Ltd, any contact with any 3rd parties/firms involved in the CLAIM (example; the COMPANY the CLAIM is against sends a letter to the CLIENT).

4. Simple Claims Assistance Ltd Obligations

- 4.1. **Check.** Simple Claims Assistance Ltd will check the documentation and information the CLIENT provides and will contact the CLIENT if it appears that additional information or clarification is needed before proceeding with the CLAIM.
- 4.2. **Decisions to pursue the CLAIM.** Simple Claims Assistance Ltd shall have absolute discretion as to whether to proceed with the CLAIM at any time during the CLAIMs process (but will act reasonably in making its decision) and will promptly notify the CLIENT if the CLAIM is not to be pursued by Simple Claims Assistance Ltd on behalf of the CLIENT in which case, the CLIENT shall be entitled to pursue the CLAIM elsewhere.
- 4.3. **Skill and care.** Simple Claims Assistance Ltd will use reasonable skill and care in providing the SERVICES.

- 4.4. **No assurances.** Simple Claims Assistance Ltd offers no assurances that any CLAIM will be successful or that it will result in COMPENSATION being awarded or paid.
- 4.5. **Outcome.** Simple Claims Assistance Ltd will notify the CLIENT promptly of the outcome of the CLAIM.
- 4.6. **Your personal information.** Simple Claims Assistance Ltd will keep your personal information confidential (save as necessary to pursue your CLAIM or as required by law) and use it in accordance with our Privacy Policy (a copy is enclosed within the CLAIMS PACK) and any consent you have given to Simple Claims Assistance Ltd.
- 4.7. **Termination of Contract/Terms & Conditions.** Simple Claims Assistance Ltd can terminate/stop a CLAIM if there is a breach of 3.1 and will pursue a fee for work completed. A notice period of 10 working days will be given.

5. Fees

- 5.1. **Where no COMPENSATION is awarded.** No Fee will be charged in respect of a CLAIM if the CLAIM is pursued but no COMPENSATION is payable.
- 5.2. **Due date and payment of Fee.** The Fee shall be paid to Simple Claims Assistance Ltd within 7 working days of Simple Claims Assistance Ltd furnishing an invoice in respect of its fees to the CLIENT. The FSCS will normally pay COMPENSATION within 10 working days of the award letter, and our 7 working days starts once you receive the COMPENSATION in your account.
- 5.3. **Late payment.** In the event the Fee is not paid within 7 working days, Simple Claims Assistance Ltd reserves the right to charge interest at a rate of 3 per cent above the prevailing Bank of England base rate and accruing from the expiry of the payment period daily on all sums outstanding whether before or after judgment.

6. Our Liability

- 6.1. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the contracting process.
- 6.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or

fraudulent misrepresentation or for breach of your legal rights in relation to the SERVICES.

6.3. **We are not liable for business losses.** We only supply the SERVICES to individuals acting as consumers. We will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

7. Other matters

7.1. **Complaints.** In the unlikely event you have a complaint about the SERVICE provided to you by Simple Claims Assistance Ltd, you may register a complaint by following our Complaints Procedure (a copy of our Complaints Procedure is provided in the CLAIMS PACK you have received).

7.2. **Rights of third parties.** A person who is not a party to these Terms of Engagement is not entitled to benefit from them and has no rights to enforce them.

7.3. **Governing law.** English law will govern these Terms of Engagement. The Courts of England and Wales and as where appropriate in Scotland and /Northern Ireland will govern any disputes.

7.4. **Formal Legal Action.** Should Simple Claims Assistance Ltd take formal legal action against a client for unpaid fees all reasonable costs, disbursements, legal fees, court fees and expenses will be payable by the CLIENT in full. If the CLIENT has any trouble/issue with fee payments we request that this is communicated to Simple Claims Assistance Ltd in the first instance to seek a mutual payment agreement.

7.5. **Simple Claims Assistance Ltd Rights.** Should Simple Claims Assistance Ltd fail to enforce their rights under contract immediately, then any delay will not prejudice their right to do so later.

7.6. **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if you have not paid any money due to us under this contract.

8. Contract/Terms & Conditions

Simple Claims Assistance Ltd can revise and amend the Contract/Terms & Conditions at any time as required by UK Law, FCA Regulations and applicable guidelines. Clients will have the opportunity to cancel the contract without penalty if they notify Simply Claims Assistance Ltd within 30 days of this notice.

I, the CLIENT below, have read and understood the Contract/Terms & Conditions and am happy to engage with Simple Claims Assistance Ltd to pursue a CLAIM for COMPENSATION on my behalf.

Full Name:

Signed:

Dated:

COPY

Definitions

'**CLAIM**' means the CLIENT's CLAIM or potential CLAIM against the COMPANY in respect of the mis-selling or potential mis-selling of one or more pension and/or investment policies or the application by the COMPANY (or its representative) of unlawful charges to the account of the CLIENT.

'**CLAIMS PACK**' means the Simple Claims Assistance Ltd pack of documents explaining the SERVICES and containing various forms for completion by the CLIENT, our service standards, privacy policy and other literature.

'**CLIENT**' means the policy holder/account holder(s) whose details are set out in the Letter of Authority and who has/have appointed Simple Claims Assistance Ltd to provide the SERVICES in respect of one or more CLAIMs.

'**COMPANY**' means the financial institution and/or person(s) to whom the Letter of Authority is addressed being the insurance COMPANY, bank, building society, or financial adviser, pension trustee or any other entity which sold or marketed the policy or may have provided advice to the CLIENT in respect of a policy, or applied the unlawful charges (and includes any employee, director, agent, representatives and associates of the same and/or any of its predecessors)

'**COMPENSATION**' means the gross (total) sum paid, offered or awarded to the CLIENT in respect of the CLAIM however paid or payable including by way of reduction of arrears on any account the CLIENT holds with the COMPANY against which a CLAIM has been made by Simple Claims Assistance Ltd on behalf of the CLIENT or any payment or credit to a pension fund.

'**Fee**' means the fee payable to Simple Claims Assistance Ltd, which is 18% of the COMPENSATION award that includes VAT.

(Please note Simple Claims Assistance Ltd where applicable pays any agent who referred your CLAIM to us, up to 20% not charged to the client)

Illustration of Fees payable by the CLIENT (inclusive of VAT)	
Client Awarded in Compensation	Our Fee
£1,000	£180.00
£3,000	£540.00
£10,000	£1,800.00

Late payment will incur interest charges under clause 6.3

Illustration of the cancellation charges payable by the CLIENT after the 14-day Cooling Off Period

If the CLIENT cancels after the 14-day Cooling Off Period the following charges will be payable to Simple Claims Assistance Ltd:

- £25 plus VAT for each subject access request made by Simple Claims Assistance Ltd on behalf of the CLIENT; and
- £200 inclusive of VAT for preparation of the CLAIMS PACK; and
- Our charges for our time preparing and submitting the CLAIM at our prevailing rate (currently £175.00 per hour plus VAT).

'LETTERS OF AUTHORITY' means the LETTERS OF AUTHORITY templates in the CLAIMS PACK, which are to be sent to the COMPANY by Simple Claims Assistance Ltd on the CLIENT's behalf.

'Simple Claims Assistance Ltd' is a COMPANY registered in England and Wales under COMPANY number 11235835 having its registered office at 23 Mount Park Crescent, London, W5 2RN.

'SERVICES' means the CLAIMS management SERVICES provided or to be provided by Simple Claims Assistance Ltd including assessing the viability of, preparing, submitting and negotiating the CLAIM.

T 0203 950 7423 E info@simpleclaimsassistance.co.uk
www.simpleclaimsassistance.co.uk

Simple Claims Assistance Ltd is authorised and regulated by the Financial Conduct Authority: 831220 Registration is on the FCA website www.fca.org.uk Registered Office: Unit 29, JBJ Business Park, Northampton Road, Blisworth, Northampton, NN7 3DW Company Registration: 11235835
Information Commissioner (ICO) Registration Number ZA325477