

CLAIMS

Compensation from Life Assurance Industry Mediation Services
Barry House, 20 Worples Road, London SW19 4DH
Tel: 020 8947 6046 Fax: 020 8947 4241
email: pcooper@claims-uk.co.uk

CLIENT AGREEMENT

1. Our instructions to CLAIMS to handle complaints about penalty charges, payment protection etc.

We request CLAIMS to approach any financial firm that has applied late payment penalty charges to any of our accounts and to lodge a complaint about what the Office of Fair Trading believes to be illegal and exorbitant charges. This request covers bank, credit card, store card and mortgage accounts. We also request CLAIMS to approach any financial firm on our behalf in respect of payment protection policies that may have been attached to personal loans we took out or to our credit cards. CLAIMS has informed us that such policies were usually very over-priced and regularly mis-sold. We understand that we will owe CLAIMS nothing at all for its work if we lose our claim unless, after it has lodged a complaint, we terminate this agreement.

2. Agreed 25% Fee & Vat if our claims are successful (with higher minimum fee for very small claims)

If after CLAIMS has lodged a complaint for us the firm against whom it has lodged our complaint agrees to pay us compensation, whatever the circumstances may be, we agree to settle CLAIMS' bill for starting work on our case and lodging a complaint even if we have cancelled this agreement outside the cooling-off period. This will amount to exactly a quarter of whatever compensation is awarded plus VAT, but is subject to a minimum fee of £200 plus VAT per claim. We also agree that if our account or accounts are overdrawn and compensation paid into them would not leave us enough money to settle our bill promptly we will request the firm to settle CLAIMS' invoice directly. If it refuses to do this we will insist that the firm pays us our compensation in full by cheque so that we will have sufficient funds to settle our bill with CLAIMS. If our claim is not successful CLAIMS will charge us nothing at all for the work it has done unless we cancel this agreement after more than 16 days – see clause 4 below. We agree to settle our CLAIMS bill within two weeks of receiving the compensation money and understand that if it is not settled within 3 weeks CLAIMS will be entitled to charge us interest on what we owe at an annual rate of 10%.

3. Our right to a cooling-off period

We understand that in accordance with new rules laid down by the Regulator of claims management companies and issued in December 2006 (Rule 11 k) we are allowed a cooling off period of 14 days after signing this agreement to consider our position and that CLAIMS as a goodwill gesture has extended our cooling-off period from 14 to 16 days (2 weeks and 2 days) to give us extra time for reflection. Within these 16 days we are legally entitled to cancel this agreement at no cost. If we wish to cancel this agreement we agree to send a letter or an email to CLAIMS saying we have changed our mind and don't wish it to act for us any more or to do further work on our case. Provided we post this letter or send this email within 16 days, and have received confirmation of receipt from CLAIMS in writing, this agreement is null and void and we will not owe CLAIMS anything unless it has already lodged our complaint and we win our case in which case we agree to settle our bill as in clause 2 above.

4. Our right to cancel this agreement at any time

We can of course cancel this agreement after 16 days if we wish to but we recognise that we cannot expect a professional regulated firm such as CLAIMS to do work on our behalf and then change our minds without paying something for their wasted work and effort. If we cancel this agreement *after* 16 days and before 3 months have passed we agree to pay CLAIMS a cancellation fee of £250. If we cancel it after three months we agree to pay a cancellation fee of £350 to compensate CLAIMS for the work it will have done. If however compensation is offered or paid to us at any time for a complaint that CLAIMS has lodged and worked on we agree to notify CLAIMS immediately of this fact and to discuss the offer with them. If we receive compensation we agree to tell CLAIMS the date and amount of money received and to pay CLAIMS in full what we owe in accordance with clause 2 above less any cancellation fee that we have paid in the meantime.

5. Other Business

If CLAIMS discovers any other financial matters for which it believes it may be able to win us compensation such as complaints about pensions, PEPS or ISAs sold to repay our mortgage, or endowment mortgages or MIPPs we authorise CLAIMS to seek compensation for these matters also. If these complaints are successful we agree to pay CLAIMS a quarter of what we are awarded in compensation plus VAT. We also understand that if we refer friends or colleagues to CLAIMS who have possible compensation claims £10 per person will be knocked off our bill provided their cases are ones that can definitely be won and the value of the claim is no less than £500, which almost all cases are.

Your Names: and (in capital letters please)

Signature: Signature Date: