

CLAIMS

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

CLIENT AGREEMENT

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

I request CLAIMS to approach any financial firm that has applied late payment penalty charges to any of my 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. I also request CLAIMS to approach any financial firm on my behalf in respect of payment protection policies that may have been attached to personal loans I took out or to my credit cards. CLAIMS believes that such policies were very over-priced and usually mis-sold. I understand that I will owe CLAIMS nothing at all for its work if I lose my claim unless, after it has lodged a complaint, I terminate this agreement.

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

If after CLAIMS has lodged a complaint for me the firm against whom it has lodged my complaint agrees to pay me compensation, whatever the circumstances may be, I agree to settle CLAIMS' bill for starting work on my case and lodging a complaint promptly even if I 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. I also agree that if my account or accounts are overdrawn and compensation paid into them would not leave me enough money to settle my bill promptly I will request the firm to settle CLAIMS' invoice directly. If it refuses to do this I will insist that the firm pays me my compensation in full by cheque so that I will have sufficient funds to settle my bill with CLAIMS. If my claim is not successful CLAIMS will charge me nothing at all for the work it has done unless I cancel this agreement after more than 16 days – see clause 4 below. I agree to settle my 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 me interest on what I owe at an annual rate of 10%.

3. My right to a cooling-off period

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

4. My right to cancel this agreement at any time

I can of course cancel this agreement after 16 days if I wish to but I recognise that I cannot expect a professional regulated firm such as CLAIMS to do work on my behalf and then change my mind without paying something for their wasted work and effort. If I cancel this agreement *after* 16 days and before 3 months have passed I agree to pay CLAIMS a cancellation fee of £250. If I cancel it after three months I 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 me at any time for a complaint that CLAIMS has lodged and worked on I agree to notify CLAIMS immediately of this fact and to discuss the offer with them. If I receive compensation I agree to tell CLAIMS the date and amount of money received and to pay CLAIMS in full what I owe in accordance with clause 2 above less any cancellation fee that I 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 me compensation such as complaints about pensions, PEPS or ISAs sold to repay my mortgage, or an endowment mortgage or a Maximum Investment Plan I authorise CLAIMS to seek compensation for these matters also. If these complaints are successful I agree to pay CLAIMS a quarter of what I am awarded in compensation plus VAT. I also understand that if I refer friends or colleagues to CLAIMS who have possible compensation claims £10.00 per person will be knocked off my bill for each successful case where the compensation payable is more than £500.00, which almost all cases are.

Your Name: (in capital letters please)

Signature

Date: