

## **Terms of Engagement and Fee Agreement.**

### **1. Definitions:**

1.1 In these Terms & Conditions the following definitions apply:

“Claim”: the Client’s complaint(s) and/or (but not limited to) claim(s) against the Company in respect of alleged mis-selling of Payment Protection Insurance (PPI) including (where appropriate) the application of unlawful interest and/or charges to the account(s) of the Client.

“Client” “You” and “Your”: You - the policy holder(s) /accountholder(s) whose details are set out in the Letter of Authority and who have appointed Etico Group to provide the Services.

“Company”: 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 Adviser or any other entity which sold the PPI policy or gave the advice to the Client, or applied any unlawful fees, interest or charges (including for the avoidance of doubt any employee, director, agents, representatives and associates of those entities or any other entity and/or any of their successors or predecessors).

“Compensation”: any sums paid or awarded (the gross amount) in respect of any Claim made by Us on Your behalf. This includes all non-monetary benefits in whatever form including (but not limited to) all benefits that will arise from any waiver, cancellation, reduction, saving, deduction or rescheduling of any outstanding or future credit facility, loan or interest payments or associated loans, Compensation, gesture of goodwill, refunds, discounts, any reduction in credit facility balances or loan outstanding and/or any interest or capital recovered including all associated or refinanced loans. Where such an offer is revised on appeal, then the higher amount shall be used in order to calculate the amount of the Compensation subject to You being still in contract.

“Fee”: Our Fee of 20%\* plus VAT (being 24%) of the total Compensation (the gross amount) awarded or paid to You, set out more specifically in Clause 5

“Letter of Authority”: the letter included in the claim pack to be sent to the Company from the Client authorising Us to act on behalf of the Client in respect of the particular Claim referred to or referenced in the letter.

“No Win No Fee”: we will normally only charge You Our Fee upon the successful completion of Your Claim. We do not require any payment in advance. Other fees may arise upon cancellation of this Agreement, please refer to Clauses 5(g), 6(c), 6(d), 7(e) and 7(f)

“Services”: the work which We will undertake on Your behalf in respect of Your Claim including assessing the viability of, preparing, submitting and negotiating your Claim and which is set out more specifically in Clause 3.

“Terms” “Agreement“: these Terms and Conditions or any subsequent version of these Terms & Conditions.

“Us”, “We” and “Our”: Etico Group Limited, a limited company registered in England and Wales having its registered office at North Church Business House 84 Queen Street Sheffield S1 2DW .

1.2 References to statutes or rules include references to any re-enactment or modification of those statutes or rules from time to time;

1.3 Headings and numbering do not form part of this Agreement and are for reference purposes only.

### **2. Duration:**

This Agreement shall commence on the date you sign and return the Letter of Authority to us and, unless terminated earlier as per Clause 6 and 7 below, will continue until the earlier of:

- I. Compensation is recovered for You by Us and You have paid Our Fee, or
- II. We have advised You in writing that in Our opinion Your claim is unlikely to succeed and we are declining to act for You.

### **3. We agree to:**

- a) Review Your Claim application and assess the likelihood of Your claim being successful.
- b) If after We have reviewed Your application, it is Our opinion that Your Claim is unlikely to be successful We may decline to act for You. We will notify You of this in writing.
- c) Upon receiving verification of the existence of PPI (following our Free PPI Check) we will contact you to confirm whether your instructions are to proceed with the Services by submitting a claim to the lender, or you wish to end this agreement without any fees or charges.
- d) If We accept your Claim application, We will confirm this to You in writing and prepare and

submit your Claim to the Company that sold you the PPI policy or financial product.

e) We will liaise with the Company and use reasonable endeavors to pursue Your Claim. This may involve the use of letters, statutory notices or other communication between Us and the Company and may, in some instances, also give rise to the Company contacting You directly.

f) We will notify You promptly of any requests for additional information or documentation that the Company has asked for in order to investigate Your claim.

g) Notify You in writing of any offers of Compensation made by the Company.

h) Obtain Your agreement before accepting or rejecting any offer or Compensation made by the Company.

h) Notify You of any circumstances beyond Our control which prevent Us from performing the services under this contract.

#### **4. You agree to:**

a) Appoint Us as your exclusive agent to handle Your 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;

b) Provide full written authority to Us to deal with the Company on Your behalf;

c) Provide truthful and accurate information regarding your Claim;

d) Provide copies of all documentation that are in your possession and which relate to the Claim;

e) Respond promptly to requests by Us for further information, or documents that may be needed to progress Your Claim;

f) Pay Our Fee due as a result of a successful Claim;

g) You will pay the amount due to Us upon receipt of Compensation. This payment will be deemed to be overdue if not received within 14 days of You receiving the Compensation;

h) When an offer for Compensation is obtained from the Company on Your behalf which in the reasonable opinion of Us is fair and reasonable having regard to the relevant circumstances and that offer is rejected by You, then we reserve the right to charge a fee equal to the amount of the Fee which would have been payable in the event that You accepted that offer in line with Our advice;

i) In some instances, the Company may contact You directly. This may include communication by letter, email and/or telephone. In some instances, You may also receive payment direct from the Company. In the event that You receive correspondence or communication from the Company, You agree to notify Us of such communication and forward to Us any correspondence You have received direct from the Company;

j) Retain a copy of Our Terms and Conditions for your own reference.

#### **5. Fees:**

a) Our service is provided on a 'NO WIN NO FEE' basis and we adhere to the CAP Code (The British Code of Advertising, Sales Promotion and Direct Marketing). The code may be viewed at <http://www.cap.org.uk/cap/codes/>

b) Other fees may arise upon cancellation of this Agreement, please refer to Clauses 5(g), 6(c), 6(d), 7(e) and 7(f)

c) Our fee is 20%\* plus VAT (being 24%) of the Compensation which we obtain for you as a result of a successful claim. For example, if we recover £3,000 Compensation, the fee would be £600 + £120 VAT = £720. Another example would be where the Compensation is £3,500 which is applied as a reduction to the client's loan of £2,500 and a cash payment of £1,000 our fee would be £700 + £140 VAT = £840.

Our Fee applies to the Gross award of compensation, including any tax deducted from interest at source.

d) We will not charge You any fees if the Claim is unsuccessful, subject to Clause 6(b) and 7 below.

e) If the Company does not pay the Compensation directly to Us, we will send you an invoice for an amount equal to 20%\* plus VAT (being 24%) of the Compensation paid or awarded by the Company.

f) Our Fee must be paid in accordance with 4(g).

g) We reserve the right to charge You for any reasonable costs incurred in seeking to recover Our Fee from You.

#### **6. How You Can Cancel This Agreement:**

- a) You have 14 days from the date of signing the Letter of Authority to cancel Your authority for Us to act on Your behalf. Cancellation is without charge and You will have nothing to pay under this agreement.
- b) You can also cancel this Agreement at any time after the 14 day period referred to in Clause 6(a) by giving us 14 days' notice. Cancellation must be notified to Us in writing and sent to Us via registered post or by email.
- c) If You cancel this Agreement in accordance with Clause 6(b) above, We reserve the right to charge a You a fee to cover Our reasonable costs for the work undertaken in processing Your Claim up to the date of cancellation (that is, 14 days after the date We receive from You written notice of cancellation). The cancellation fee will be calculated based on the work carried out at £40+VAT per hour.
- d) If at the time of cancellation described in Clause 6(b) above, if an offer of Compensation has been issued, which has been calculated in accordance with the rules of Financial Services Authority or the principles used by the Financial Ombudsman Service and which We recommend is accepted by You, we reserve the right to charge Our full Fee.
- e) Clauses 6(b), (c) and (d) of this agreement shall only apply where the Client has instructed us to proceed in accordance with clause 3 (c) above.

**7. How We Can Cancel or Change This Agreement:**

- a) We can cancel this Agreement by giving You 14 days' notice in writing if any of the following events occur:
  - i. We become aware that Your Claim is unlikely to succeed.
  - ii. You are declared bankrupt
  - iii. You enter into an Individual Voluntary Arrangement with Your creditors or have a Bankruptcy petition presented against You.
  - iv. You do not follow any reasonable recommendations made by Us.
  - v. 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 Your claim.
  - vi. You fail to respond to reasonable requests for information in a timely manner and this prevents Us from providing the Services.
- b) Subject to the notice period in Clause 7c below, We may change these Terms & Conditions from time to time to reflect the increased cost of providing the service to You, and/or to reflect changes or predicted changes in legislation, taxation or regulation, or as a result of decisions made by the Financial Ombudsman Service.
- c) 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 You will have no further amount to pay under the Agreement.
- d) If We cancel this Agreement in accordance with Clause 7(a) above and that cancellation takes effect after the initial 14 day period of Clause 6(a), We reserve the right to charge a You a fee to cover Our reasonable costs for the work undertaken in processing Your Claim up to the date of cancellation (that is, 14 days after the date You receive from Us written notice of cancellation in accordance with Clause 7(a)). The cancellation fee will be calculated based on the work carried out at £40+VAT per hour, capped at a maximum of £400+VAT.
- e) If at the time of cancellation described in Clause 7(a) above, if an offer of Compensation has been issued which has been calculated in accordance with the rules of Financial Services Authority or the principles used by the Financial Ombudsman Service and which We recommend is accepted by You, we reserve the right to charge Our full Fee.
- f) If You accept an offer that We consider inadequate or reject an offer that We consider to be reasonable We may cancel the agreement and charge You a fee accordingly.

**8. General Conditions About This Agreement:**

- 8.1 This Agreement is governed by the law of England & Wales.
- 8.2 You cannot transfer, assign or novate Your rights and obligations under this Agreement but You can terminate the Agreement in accordance with Clause 6 above.
- 8.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

**9. Regulation:**

Etico Group is regulated by the Claims Management Regulator in respect of regulated claims management activities; our authorisation number is CRM 30283.<sup>i</sup>

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\*For cases accepted after 18.06.2018