

Money and Me Claims Limited
Terms of Engagement
May 2018 Edition

Money and Me Claims Limited is regulated by the Claims Management Regulator in respect of regulated claims management activities under authorization number CRM21087.

YOU ARE ENTITLED TO MAKE A CLAIM YOURSELF OR TO USE THE SERVICES OF OTHER PROFESSIONALS SUCH AS A SOLICITOR OR OTHER ORGANISATIONS AND HAVE FURTHER RIGHTS TO REFER THE MATTER TO THE FINANCIAL OMBUDSMAN SERVICE.

This document contains important information and sets out the Terms and Engagement for the appointment of Money and Me Claims Ltd to act on the Client's behalf in all aspects of the administration and negotiation of your Claim or Claims.

PLEASE READ THESE TERMS OF ENGAGEMENT CAREFULLY AND ENSURE YOU UNDERSTAND AND ARE HAPPY WITH THEM BEFORE SIGNING THEM.

1 **Definitions**

'**Claim**' means the Client's claim(s) or potential claim(s) against the Company in respect of the mis-selling or potential mis-selling of one or more financial services products or the application by the Company (or its representative) of unlawful charges to the account of the Client

'**Claims Pack**' means the Money and Me Claims pack of documents explaining the Services and containing various forms for completion, our service standards, Data Protection and Privacy Policies and other literature

'**Client**' means the policy holder/account holder(s) who details are set out in the Letter of Authority and who has appointed Money and Me Claims to provide the Services in respect of one or more Claims

'**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 adviser, pension trustee or any other entity which sold the policy or gave 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 sum paid or awarded to the Client (for both any interim award (if any) and the final award) 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 Money and Me Claims on behalf of the Client or any payment or credit to a pension fund

'**Fee**' means the fee payable to Money and Me Claims which will be 25% of the Compensation plus VAT (up to half of which we pay to the agent who referred your Claim to us)

Illustration of Fees payable by the Client (these apply once Money and Me Claims has prepared and submitted the Claim)

If the Client is awarded £20,000 in compensation, our Fee will be £5,000 plus VAT which is £6,000 in total. Late payment will incur interest charges under **clause 6.3**.

Illustration of the charges payable by the Client if the Client cancels after the 14-day Cooling Off Period but before Money and Me has prepared and submitted the Claim to the IFA / SIPP trustee or the compensation awarding body

If the Client cancels after the 14-day Cooling Off Period the following charges will be payable to Money and Me Claims:

- £5 plus VAT for preparation of the Claims Pack; and
- £10 plus VAT for each subject access request made by Money and Me Claims on behalf of the Client; and
- our charges for our time preparing and submitting the Claim at our prevailing rate (currently £120 per hour plus VAT).

Late payment will incur interest charges under **clause 6.3**.

'**Letters of Authority**' means the letters of authority templates in the Claims Pack which is to be sent to the Company by Money and Me Claims on the Client's behalf

'**Money and Me Claims**' means Money and Me Claims Limited, a company registered in England and Wales under company number 06934350 having its registered office at 11 Smitham Downs Road, Purley, CR8 4NH

'**Services**' means the claims management services provided or to be provided by Money and Me Claims Ltd including assessing the viability of, preparing, submitting and negotiating the Claim

2 Commencing the Engagement

- 2.1 **Terms of Engagement.** By signing these Terms of Engagement, the Client hereby agrees to be bound by these Terms of Engagement and appoints Money and Me Claims to provide the Services on an exclusive basis (unless otherwise agreed in writing by the Client and Money and Me Claims).
- 2.2 **Letters of Authority.** By signing and returning the Letters of Authority in our Claims Pack, the Client gives Money and Me Claims 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 and the payment of Compensation and our Fee has been made.
- 2.3 **Complaint Form.** By signing and returning the Complaint Form in our Claims Pack, the Client confirms that they have sent all documents, including electronic documents and information in his/her possession that are relevant to the Claim to Money and Me Claims.

3 Right to cancel

- 3.1 **In the first 14 days.** The Client has the right to cancel this agreement and may do so giving Money and Me Claims a clear statement of the requirement to exercise this right within 14 days of signing these Terms of Engagement (the '**Cooling Off Period**') without any charge or liability to Money and Me Claims. A cancellation form is included in the claims pack for convenience but it is not necessary to use that form.
- 3.2 **After the first 14 days but before Money and Me Claims submits the Claim.** If the Client wishes to cancel this Agreement after the Cooling Off Period (which may be done by email or post (a cancellation form is included in the claims pack for convenience but it is not necessary to use that form) but before Money and Me Claims submits the Claim, Money and Me Claims will be entitled to charge the Client for work done up to the time of receipt by Money and Me Claims of written notice of cancellation at Money and Me Claims' prevailing hourly charge rate, the subject access request costs incurred by Money and Me Claims for the Claim and £5 towards the cost of preparing and posting the Claims Pack to the Client.
- 3.3 **After the first 14 days and after Money and Me Claims has submitted the Claim.** If the Client wishes to cancel this Agreement after the Cooling Off Period, which may be done by email or post (a cancellation form is included in the claims pack for convenience but it is

not necessary to use that form) and after Money and Me Claims has submitted the Claim, Money and Me Claims will be entitled to charge the Client the full Fees in respect of the Compensation.

4 The Client's Obligations

- 4.1 **Act promptly.** The Client will deal promptly with every reasonable request made by Money and Me Claims for authority to deal with the Company on the Client's behalf and to obtain relevant information from whatever source is appropriate on a continuing basis.
- 4.2 **Keep us informed.** The Client will promptly inform Money and Me Claims of any relevant matters that may affect the Claim or the Client's obligations under these Terms of Engagement.

5 Money and Me Claims' Obligations

- 5.1 **Check.** Money and Me Claims will check the document and information you provide and will contact the Client if it appears that additional information or clarification is needed before proceeding with the Claim.
- 5.2 **Decisions to pursue the Claim.** Money and Me Claims 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 Money and Me Claims on behalf of the Client in which case, the Client shall be entitled to pursue the Claim elsewhere.
- 5.3 **Skill and care.** Money and Me Claims will use reasonable skill and care in providing the Services and, where a Claim is pursued, will endeavour to obtain the maximum level of Compensation in respect of the Claim.
- 5.4 **No assurances.** Money and Me Claims offers no assurances that any Claim will be successful or that it will result in Compensation being awarded or paid.
- 5.5 **Outcome.** Money and Me Claims will notify the Client promptly of the outcome of the Claim.
- 5.6 **Your personal information.** Money and Me Claims 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 Data Protection Policy (a copy is in the claims pack) and any consents you have given to Money and Me Claims.

6 Fees

- 6.1 **Where no compensation.** No Fee will be payable in respect of a Claim if the Claim is pursued but no Compensation is payable.
- 6.2 **Due date and payment of Fee.** The Fee will become due to Money and Me Claims on the date that the Compensation has been paid to or credited to the Client or to Money and Me on behalf of the Client and shall be payable and paid by the Client as follows:
- (a) **where the Compensation is paid into a pension fund,** the Client may elect:
- (i) to pay our invoice in accordance within 7 days from the date of the clause 6.2(b) below; or
 - (ii) to enter into a payment plan with Money and Me Claims under which the Client:
 - will have to pay a monthly amount calculated by Money and Me Claims after we have made an assessment of the Client's income and expenditure; and
 - will supply the documentation necessary to verify the Client's income and expenditure; and
 - will withdraw the remaining balance of the Fees from the pension fund at the earliest time the Client is legally permitted to do so. In the event there is insufficient monies in the pension fund to pay the balance of our Fees and/or the Client fails to pay the balance our Fees to Money and Me Claims the balance and any late payment interest will be recoverable by Money and Me Claims as a debt; and
 - allows and takes any necessary steps to enable us to take a charge over the pension or other assets to ensure payment of our Fees in full.
- (b) **where the Compensation is paid into Money and Me Claims' client account,** Money and Me Claims will be entitled to raise an invoice and, once it has done so, to transfer the Fees to Money and Me Claims' business account in settlement of the invoice;
- (c) **in all other cases,** within 7 days from the date of the associated VAT invoice sent by Money and Me Claims.
- 6.3 **Late payment.** In the event the Fee is paid late, Money and Me Claims reserves the right to charge interest at a rate of 3 per cent above the prevailing base rates at the Bank of England and accruing daily on all sums outstanding whether before or after judgment.

7 Our Liability

- 7.1 In no circumstances will Money and Me Claims be liable for indirect or consequential loss even if the losses were foreseeable.
- 7.2 Our maximum liability under these Terms of Engagement (whether in contract, tort (including negligence), breach of statutory duty or otherwise is as follows:
 - (a) **in the event of our default in respect of any Claim** which results in either no award of Compensation being made or a lower award than you should have received will be the difference between the amount of Compensation you are awarded and the amount you would have received had it not been for our default; and
 - (b) **in all other cases** of our default, £100.
- 7.3 Nothing in these Terms of Engagement excludes or limits our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation or anything else that cannot be limited or excluded by law.

8 Other matters

- 8.1 **Complaints.** In the unlikely event you have a complaint about the Service provided to you by Money and Me Claims, you may use our internal complaints procedure (a copy is provided in the claims pack you have received).
- 8.2 **Transferring the Claim or these Terms of Engagement.** Money and Me Claims shall be entitled to transfer its obligations under these Terms of Engagement to another organisation provided that:
 - (a) the organisation to which the obligations are transferred is regulated by the Claims Management Regulator in respect of regulated claims management activities; and
 - (b) Money and Me Claims notifies the Client as soon as reasonably practicable of the transfer; and
 - (c) the organisation to which the obligations are transferred notifies the Client promptly after the obligations have been transferred.
- 8.3 **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.
- 8.4 **Governing law.** These Terms of Engagement will be governed by English law.

Signature _____

Print Name _____

Date _____