



Payment Protection Insurance Terms of Instruction

Compliance

Credit Agreement Ltd, which is regulated by the Ministry of Justice in respect of regulated claims management activities. Our authorisation number is CRM13151 and our registration details can be confirmed on the regulators website: www.claimsregulation.gov.uk. We comply with the Solicitors' Introduction and Referral Code published by the Law Society, and any solicitor to whom we may refer you is an independent professional, from whom you will receive impartial and confidential advice. The client is free to choose another solicitor.

Services

The Company will consider a claim from the client for : The recovery of capital and /or interest and/or compensation, savings and or refunds, including all interest recovered in respect of 'mis-sold' Payment Protection Insurance, ASU, MPI, GAP or similar, and if the company believes that the claim has merits, act on behalf of the client to seek compensation and or damages and or savings in the client's indebtedness. The Company makes no representation or warranty to the client that compensation or any reduction of debts obtained or is in any way guaranteed. The company makes no representation or warranty to the client as to the amount of compensation or reduction in debt that may be received. The company makes no representation or warranty as to the timescales relating to the receipt of any compensation or debt reduction." The Company reserves the right, at any time, and at its sole discretion not to pursue the claim and will notify the client in writing. The Company charges on a "No Win No Fee" basis, except that it reserves the right to charge in exceptional circumstances. For full details of these please refer to the cancellation clause below.

Audit & Service Charge

The audit which we will complete for you will include obtaining and vetting your agreements, compliance checks in line with OFT guidelines, identifying any potential claims and calculating an estimate of your total claim. Please refer to our terms and conditions for full details of the audit. Following completion of the audit, we will inform you whether your case will run In House, be passed onto a solicitor, a specialist firm for small claims or if there are not sufficient grounds for a claim.

Upon a successful claim, the Company will charge a Service Charge of:

25% on the first £5,000 of the award
15% on the next £10,000 of the award
10% on the next £5,000 and above

This will be applied to each successful claim made payable out of the claim proceeds. For example, if the Company succeeds in obtaining compensation and or reductions and or savings in indebtedness of £10,000 on a claim, the total service charge would be £2,000 plus VAT (£2,300). The client would receive £7,700 in total awards.

Cancellation:

Money Claimers can cancel this agreement at any time and no fee will be payable by you if we think there are no grounds for a complaint or that your claim is unlikely to succeed. The Company shall have the right to terminate the contract by giving written notice to the client and at any time to immediately terminate the contract if there occurs any material breach by the client of any term of the contract which is irremediable or if remediable is not remedied to the Company's satisfaction within 15 days of a written notice by the Company specifying the breach and requiring it to be remedied: or the client is adjudicated bankrupt; or the client does not follow any recommendations of the Company.

The client shall have the right to terminate the contract by giving written notice to the Company within 14 days of signing the contract. In the event that the client terminates the contract after 14 days the Company reserves the right to make a cancellation charge that will reflect the work undertaken by us in pursuit of your claim. Naturally this could be anything up to our full fee plus VAT at the time. If we have received an acceptance of liability or an offer of compensation, a charge of the greater of three hundred and fifty pounds plus VAT, or the % of the claim plus VAT as detailed in the service charges above. Cancellation of the agreement must be done in writing.

Compensation:

Means the total monies and the full value of benefits offered by the Third Party whether as compensation, as a gesture of goodwill, refund, discount or otherwise arising from any claim made by the Company on behalf of the Client for an allegedly mis-sold PPI and/or any reduction in loan outstanding and/or any interest or capital recovered. Where such an offer is revised on appeal, then the higher amount shall be used in order to calculate the amount of the Compensation.

Litigation

The Company shall have the right to commence legal proceedings on the Client's behalf to pursue a claim for Compensation, subject to the provisions of this Condition. Where the Company commences legal proceedings on the Client's behalf to pursue a claim for Compensation, the Client agrees to:

Comply with all reasonable requests of the Company and/or any legal representative appointed by the Company without undue delay;
Permit the Company to have the conduct of the claim and to pursue the claim in such manner as the Company in its absolute discretion thinks fit;
Disclose all relevant information and documentation as reasonably requested by the Company and/or its legal representative;
Instruct any legal representative appointed by the Company to provide all information relating to the claim to the Company, at the Company's request;
Authorise any legal representative appointed by the Company to pay the Charges directly to the Company from any Compensation recovered by the legal representative;

To pay the Charges to the Company if the Compensation is paid directly to the Client.

The Company agrees to be responsible for the costs of any legal proceedings that the Company commences on the Client's behalf, except that the Client shall be responsible for such costs in any of the following circumstances:

The Client misleads the Company and/or any legal representative appointed by the Company in any way or any information provided by the Client contains material omissions which would (if not omitted) have resulted in the legal representative and/or the Company declining to accept the Client's instructions;
The Client terminates the Contract during the course of the proceedings;

The Client fails to provide the Company and/or the legal representative with information (including without limitation witness statements) within a reasonable time from the time that such information is requested;

The Client fails to remedy a breach of its obligations under the Contract within 7 days of a notice from the Company requiring the Client to do so.

Law & Jurisdiction:

The law applicable to this contract shall be English law and the parties consent to the jurisdiction of the English courts in all matters affecting this contract. Services provided to the Company may include commencement of legal proceedings to recover compensation, but this not applicable in every case. The Company makes no representation or warranty to the Client that compensation will be obtained or is in any way guaranteed. The Company reserves the right at any time, at its sole discretion, not to pursue a claim for compensation and will notify the Client in writing if this should occur.

Privacy Policy and Data Protection

All personal data will be held in accordance with the terms of the Company's privacy policy which can be found on the Company's website www.creditagreement.co.uk All data is held in accordance with the provisions of the Data Protection Act 1998 ("DPA").

The Company agrees to comply with any written Subject Access Request under the DPA made by the Client for the personal data that it holds subject to any exemptions that may apply from time to time. The Company charges an administration fee for providing this information, which shall not exceed the fee from time to time permitted under the DPA (currently £10).

The Company further agrees to correct any inaccuracies in the Client's personal data held at the request of the Client.

By acceptance of the Company's privacy policy and unless and until the Company receives written instruction to the contrary, the Client agrees that the Company may share the Client's personal information with banks, Financial Advisers or other relevant institutions and to affiliates, associated companies or firms or service partners for the purposes of assisting the Client with the Client's claim for compensation or any financial matters that the Company believes may be of assistance to the Client. Except as explicitly stated in this condition and the privacy policy, the Company does not disclose to any third party the information provided by the Client.

The Client acknowledges and agrees that its personal data may be submitted to a credit reference agency and processed on behalf of the Company in connection with the Services.

Misleading Information

The Company reserves the right to charge the Client for any costs incurred by the Company if any information provided by the Client is misleading or contains material omissions which result in the Company providing the service to the Client, which it would have declined to do, if it had been in possession of the full information.

Assignment and Sub-Contracting

The Company reserves the right to assign the Contract and all rights under it and to sub-contract to others all or any of its obligations. The Contract is personal to the Client and is not assignable except to the personal representatives of the Client.

Payment:

Money Claimers will endeavour to recover all monies owed and upon direct receipt of your awards we undertake to forward any payment from our bank to the client within 5 days from the date received, subject to the service charge as specified in the terms and conditions. We require that you promptly pay our fee no later than 5 days after you receive your compensation (if you are paid directly) or if you have no intention of accepting the offer and we recommend that you do so, 2 days after our recommendation. In the event the Company takes steps to recover any service charges due and unpaid by the Client to the Company, the Client shall pay to the Company a recovery fee of £100 plus VAT. Interest charges will apply for each day that the service charge remains overdue.

Complaints:

Credit Agreement Ltd. has an internal complaints procedure, which can be seen at www.creditagreement.co.uk