

TERMS OF ENGAGEMENT - FINANCIAL CLAIMS

PRIMARY CLAIMANT :

PRINT NAME

Date DD/MM/YYYY

Signature: X

SIGN HERE

SECONDARY CLAIMANT :

PRINT NAME

Date DD/MM/YYYY

Signature: X

SIGN HERE

1. Definitions

These Terms of Engagement set out the agreement between you and Henry Goldstein. Please read the terms carefully before signing.

DEFINITIONS

"Benefit" means 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 loan or interest payments, credit payments, premiums, charges or other interest or administrative payments or any other saving, inducement, discount or rebate offered in relation to any other products or services offered by the financial company or persons connected to the financial company.

"Client" means the policy holder(s)/accountholder(s) whose details are set out in the Letter of Authority and who have appointed Us to provide the Services.

"Compensation" means any sums paid or awarded in respect of any claim made by us on your behalf. This includes "benefits", compensation, gesture of goodwill, refunds, discounts, any reduction in the loan outstanding and/or any interest or capital recovered. Where such an offer is revised on appeal, then the revised amount shall be used in order to calculate the amount of the compensation. "Fee" means the fee of 24% of the total value of the compensation payable.

"Financial 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 or any other entity which sold the policy or gave the advice to the Client, or applied the unlawful 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 predecessors).

"Terms" means these terms and conditions.

"Us", "We" and "Our" means Henry Goldstein Limited.

"You" and "Your" means the client(s).

- Review your claim and assess the likelihood of it being successful.
- Promptly notify you if the claim is not to be pursued. It is at our discretion to decide whether or not to proceed with the claim but we will act reasonably in reaching such a decision. We will notify you of this fact in writing.
- If we are prepared to act for you, we will prepare your claim, liaise with the financial company and use our reasonable endeavours to obtain compensation for the claims which are to be pursued.
- We will rely on the information and documents provided by you as being true, accurate and complete. We will not check such information unless we are under a legal obligation to do so.
- Keep you informed about the progress of the claim and promptly notify you of the outcome of the claim.
- Accept no liability for an unsuccessful claim or for the amount of Compensation paid to you.
- As soon as is reasonably practicable following the settlement of a claim and the payment of compensation by the company to us, we will forward this directly to you with our invoice equal to 24% of the compensation.
- Preserve confidentiality, including the your personal information (even when this Agreement has terminated and the you are no longer a client), as expressly or implicitly save authorised to the contrary including where the disclosure is made at the your request or with your consent in relation to pursuing the Claim or where otherwise is required by law.

2. What We expect from you:

- By completing and signing the Terms of Engagement, you give us your consent and full authority to deal with the financial company on your behalf and to obtain relevant information from whatever source.
- By completing and signing the Terms of Engagement, you hereby give us your consent to conduct a Free PPI check to locate any policies you may have been sold. We agree never to charge you for this Free PPI Check. If PPI is identified then you may choose to utilise the Claims Services defined in clause 3. You acknowledge that you could undertake the Free PPI Check yourself but have chosen to use the services of Henry Goldstein Limited.
- Deal promptly with requests by us for authority, information, documents or further instructions that we might reasonably require.
- Pay our fee when it becomes due in accordance with section 3.
- Promptly inform us of any relevant matters affecting the claim, such as direct contact from the financial company.
- You will not negotiate with the Financial Company or the Financial Ombudsman Service in relation to your claim or accept an offer of redress which is made directly by the Financial Company, by a person acting on the Financial Company's behalf or the Financial Ombudsman Service, without first discussing the offer with us.
- Agree to the financial company remitting Compensation to us and on receipt we will forward this directly to you with our invoice equal to 24% of the compensation.
- Notwithstanding such agreement, should the Compensation be paid direct to you, we will invoice you for the Fee which will become immediately due and payable by you to us.
- Give Henry Goldstein Limited the right deal exclusively with the Claim, unless otherwise agreed in writing by the Client and Henry Goldstein Limited.
- For the avoidance of doubt, not be liable for any charge if the Claim is pursued and the Company pays no compensation.

3. Our Fees

- Fee is 24% of the compensation which we obtain for you as a result of a successful claim.
- We will not charge you if the claim is unsuccessful.
- Where we receive compensation directly, we will forward this directly to you with our invoice equal to amount 24% of the compensation.
- We will issue you with an Invoice of our fee, and send you an invoice for an amount equal to 24% of the compensation.
- Our fee must be paid within 14 days of receipt of the invoice.
- We reserve the right to charge you interest on all sums which have not been paid by you at the rate of 2% per annum over the base lending rate of HSBC.
- We reserve the right to charge you for any reasonable costs incurred in seeking to recover our fee from you.

4. How You Can Cancel This Agreement

- You have 14 days from the date of signing this agreement 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. Cancellation form enclosed.
- You can cancel the agreement at any time after this cooling off period by either writing, emailing or calling us.
- If you cancel the agreement in accordance with clause 4b above, we reserve the right to impose a cancellation charge which will be reasonable and proportionate to the work done and the cost incurred by Henry Goldstein, up to the point cancellation including but not limited to administration costs of an initial £50.00 and £48.00 for all calls, letter, emails and £18.00 for any automated communication to you.
- If at the time of cancellation described in 4b above, we have received confirmation that the complaint is to be upheld, or an offer of compensation which has been calculated in accordance with the rules of the Financial Conduct Authority or the principles used by the Financial Ombudsman Service and which we recommend is accepted by you, we reserve the right to charge the full fee.

5. How We Can Cancel Or Change This Agreement

- We can cancel this agreement by giving you 14 days' notice in writing if any of the following events occur:
 - We become aware that your claim is unlikely to succeed.
 - You are declared bankrupt.
 - You enter into an Individual Voluntary Arrangement with your creditors or have a Bankruptcy petition presented against you.
 - You do not follow any reasonable recommendations made by us.
 - 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.
 - You fail to respond to reasonable requests for information in a timely manner and this prevents us from providing the services.
 - You breach a term of the agreement and you do not correct this breach within 14 days of receiving written notification from us detailing the breach and the action required to resolve the breach.
- Subject to the notice period in clause 5c below, we may change the terms of engagement from time to time to reflect the increased cost of providing the service to you, to reflect changes or predicted changes in legislation, taxation or regulation, or as a result of decisions made by the Financial Ombudsman Service.
- 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.

6. General Conditions About This Agreement

- This Agreement is governed by English law.
- We may transfer our rights and obligations under this agreement by giving you written notice of such transfer. At this point you can choose to authorise the new representative, find an alternative or handle the complaint yourself.
- You cannot transfer your rights and obligations under this Agreement but you can terminate the Agreement in accordance with clause 4 above.
- Henry Goldstein Limited is regulated by the Claims Management Regulator in respect of Regulated Claims Management Activities; our authorisation number is CRM41260.

7. How to Complain

In the event of any complaint with our service, please send your complaint in writing to; Henry Goldstein Limited, Manor House, 19 Manor Street, Manchester, M12 6HE. By phone on: 0333 002 1111, by email cs@henrygoldstein.co.uk or visit us in person. We will acknowledge your complaint within 5 working days of receipt via email or post. We will aim to investigate your complaint and issue a Final Response Letter within 4 weeks of its receipt. If we cannot issue a Final response Letter within this timeframe, we will issue a holding letter with the reason for the delay. If, after 8 weeks you are still unhappy with the way that your complaint is being dealt with you may direct your complaint to the Legal Ombudsman, PO Box 6804, Wolverhampton, WV1 9WG

WHO REGULATES US ?

Henry Goldstein Limited is regulated by the Claims Management Regulator in respect of regulated claims management activities.

Its registration is recorded on the website www.gov.uk/government/groups/claims-management-regulator.