

Financial Claims Specialists Ltd T/A Finance Claims

Terms and Conditions for the Provision of Services

IMPORTANT: These terms and conditions form part of a legally binding contract and you should read these carefully.

1 Glossary

In these Conditions, the following words have the meanings set out below:

Client Agreement means the client agreement form provided by the Company to you in accordance with Condition 2 below;

Client Review Form means the form completed by the Company based on information provided by you in relation to the Product;

Contract means any contract between the Company and you for the provision of the Services, including these Conditions, the Client Review Form and the Client Agreement;

Contracted Party means a party with which the Company have a commercial contract for the referral of clients pursuant to the provision of Services;

Document Request Fee means the fee requested by your lender for releasing your credit file to Finance Claims. This fee is payable by you to the Provider for the charge of requesting documents from the Provider;

"Damages" means comprises legal damages and compensation in your favour, awarded by a Court or by agreement. For the avoidance of doubt, this may include actual monies paid or refunded to you, and/or cancellation of a debt or any part thereof and/or any favourable adjustment to your account balance.

Product means the mortgage, secured loan, motor finance product, personal unsecured loan, credit card, Life Assurance, Investment, Pension, payment protection insurance, supplied by the Provider that is the subject of the Services as detailed in the Client Review Form;

Provider means the company or lender which supplied the Product, that is the subject of the Services as detailed in the Client Review Form;

Review Fee means the fees payable by you to the Company for the Services in accordance with Condition 3 below;

Services means reviewing your case prior to seeking compensation on your behalf and prior to initiating legal proceedings.

Success Fee means the fee payable by you to the Company on the receipt by you of Damages from a successful claim, in accordance with Condition 4 below.

The Company means Financial Claims Specialists Limited T/A Finance Claims

2 Application of Conditions

The Company will complete a review process based on information provided by you to the Company. The Company will then use a third party to carry out an evaluation to assess the chance of a Successful Claim (underwriting) based on the information provided.

The Company will inform you of the outcome from the underwriting process carried out by the third party. If the Company informs you that there is a possible or a good chance of a Successful Claim, you must then confirm to the Company whether or not you want the Company to proceed.

If you choose to proceed, the Company will provide a Client Agreement for you to sign. You must complete a Client Agreement for each claim and in respect of each product you request the Company to provide services on.

Your signature to the Client Agreement constitutes your acceptance of our offer to provide the services to you, at which point a binding agreement will be formed, subject to the following Conditions.

- No variation to these Conditions shall have effect unless expressly agreed in writing and signed by one of the Directors of the Company.
- You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf of the Company which is not set out in the Contract.
- Nothing in this Condition shall exclude or limit our liability for fraudulent misrepresentation.

3 Fees and Payment

The Review Fee and the Document Request Fee are to be paid by you for each Product in respect of which the Services are to be provided.

Where the Services are to be provided in respect of a Product which is a **mortgage, Life Assurance, credit card or credit agreement financial product, the Review Fee payable is:-**

- (a) €295 inclusive VAT if this is your first Contract with the Company or a Contracted Party; or
- (b) €195 inclusive VAT if you have previously entered into a Contract with the Company or a Contracted Party.
- (c) The Review Fees and/or the Document Request Fee may be deferred by the company at its sole discretion and only in exceptional circumstances.

The Company may if the Company chooses to do so offer a deferred payment method for cases with which the Company has a good case against a service provider or lender. This fee will become payable once the Company has instructed the legal team to process a claim on your behalf.

Where our services are to be provided in respect of **Investments and Pensions** the review fee is €965 inclusive of VAT.

The Review Fee (unless it has been deferred) and the Document Request Fee are payable on signing the Client Agreement.

4 Further Costs

In the event of a Successful Claim you will be required to pay additional fees to the Company in the following circumstances:

- a) Under a Contract for Services in relation to an application for a **mortgage, Life Assurance, credit card, credit agreement, investment or pension financial product** in these circumstances you will be obliged to pay to the Company a Success Fee being a sum equal to **25% (inclusive of**

VAT) of Damages and/or written off by the Provider and you shall instruct the solicitor to pay the Company this sum directly from monies received by the solicitor before the balance is paid to you;

(b) Under a Contract for Services in relation to **payment protection insurance** in these circumstances you will be obliged to pay to the Company a Success Fee in the sum equal to **25%** (plus VAT) of Damages and/or written off by the Provider and you shall instruct the solicitor to pay the Company this sum directly from monies received by the nominated solicitor before the balance is paid to You;

Provided in each of the above cases that: (i) The Company will not require you to pay any amount that exceeds the total recovered and/or written off and (ii) Payment of these fees will be due upon conclusion of a Successful Claim.

The review fee will not include the cost of legal proceedings, court outlays or service of proceedings

5 Cancellation and Refunds

You may cancel the Contract at any time by writing to the Company.

If you cancel the Contract within ten (10) days from the date on which you signed the Client Agreement, any Review Fee will be refunded to you within a reasonable period of time.

If you cancel the Contract more than ten (10) days from the date on which you signed the Client Agreement, and Review Fee is non-refundable.

Withdrawal from legal proceedings at anytime after instructions are given to commence the proceedings will incur legal fees and outlays incurred to date of withdrawal.

The Company may cancel the Contract at any time by giving written notice to you in the following circumstances.

(a) If the Company reasonably believes that any information which you have provided to the Company is fundamentally incorrect and/or inaccurate, or represents fraudulent activity. In this event the Document Request Fee and any Review Fee you have paid will not be refunded. If this becomes applicable to our services for reclaiming mis-sold payment protection insurance where the Company did not request any upfront review fee you may be charged a once off fee to cover administration costs.

(b) If you are, or you become, the subject of a bankruptcy petition or order or individual voluntary arrangement. In this event the Document Request Fee and the Review Fee are not refunded.

(c) Upon your death or mental incapacity. In this event the Document Request Fee is not refunded.

(d) In the event of an unsuccessful claim the review/underwriting fee is not refunded and is retained by the Company to part compensate for the Companies administration fees .

6 Provisions of the Services

The Company or our third parties will request all the relevant documents from the Provider. However, it may take a period of months before all the relevant documents from the Provider are fully completely received and a full assessment of the documentation can be undertaken.

If in our opinion at this stage there are reasonable prospects of a Successful Claim, we will request compensation directly from your lenders on your behalf. If we are unsuccessful on obtaining

compensation for the mis-selling we will then transfer the documents to a nominated firm of solicitors in order for the formal claims process to begin if you so choose to.

On signing the documentation prepared by the solicitors, the claim on your behalf will only then commence and you will be informed of the progress of your claim on request or at least when there are any new developments in your case. It is anticipated it will take approximately 6 to 9 months at least to complete, but may take longer depending on the circumstances of each case and the manner in which it is dealt with by the Lender and the legal process. Time for the performance of the Services shall not be of the essence.

7 Your Obligations

You shall: (a) co-operate with the Company in all matters relating to the Services; (b) provide the Company with such information as the Company may reasonably request from time to time in order to carry out the Services in a timely manner; (c) ensure that all information provided to the Company is accurate and does not contain any material omissions; (d) give the Company authority to collect information from the Provider in relation to the Services attend at any court or other hearings as maybe advised and (e) authorise the solicitors instructed to pay the success fee to the Company.

8 Liability

Nothing in these Conditions excludes or limits our liability for death or personal injury caused by the Company or third parties negligence, for fraud or fraudulent misrepresentation or any other liability that cannot be restricted by law.

Subject to the paragraph above, our total liability and the firm of solicitors nominated by the Company under this Contract shall be limited to the Review Fees paid by you for the Services provided.

You acknowledge that the Company can only process cases that have been approved in principle and cannot guarantee the success of any claim.

You acknowledge that our acceptance or non-acceptance of a case is not and shall not be construed as the provision of legal advice.

You acknowledge that information which the Company collect from you is for the purposes of providing the Services and is not a fact-find for investment, mortgage or insurance advice.

Before making a claim against any Provider that you currently have any Product with, it is recommended that you have alternative arrangements in place or available for this Product should the Provider choose to withdraw the Product.

9 Use of Your Information

The Company will comply with obligations under the Data Protection Acts 1988 and 2003 as amended from time to time.

You consent to the Company passing on your personal details to all third parties concerned as the Company deem necessary whilst providing the Services.

If you want to know exactly what personal information the Company hold about you, you can obtain it. If it transpires that the information held is inaccurate, the Company will make the necessary amendments and confirm to you that these have been made.

To obtain a copy of the personal information held by the Company, please write to Data Protection Officer at Finance Claims, Unit 8 Airport East Business Park, Farmers Cross, Cork. Please note that a small non-refundable fee will be payable.

The Company may send you updates and information in relation to the Company and our products and services, and other companies' products and services. You have the right to ask the Company not to use your information for such purposes and you can exercise your right to prevent this by indicating this when the Company collects the information. You can also exercise this right at any time by contacting the Company in writing.

10 Complaints

The Company have internal procedures for handling complaints. In the first instance you should contact our customer services department at Unit 8, Airport East Business Park, Farmers Cross, Cork

If you are not satisfied then you may refer the complaint to Financial Office of the Ombudsman at 18 Lr. Leeson Street, Dublin 2.

11 General

The Company shall not be liable for failure to comply with our obligations under the Contract due to an event which is beyond our reasonable control and the Company will endeavour to provide the Services within a reasonable period of time.

You may not transfer the Contract, as it is personal to you, without written consent of the Company. The Company may transfer any of its rights or obligations under the Contract, without your written consent and to the extent of any such transfer, references to "We/The Company/Our" in the Contract shall be deemed to include any person to whom the Company transfers any of its rights or obligations.

Any notice to be given under the Contract by either party to the other must be in writing and be served by post to the address of the other party given in the Client Agreement. Service of the written notice is deemed to be forty eight (48) hours after posting.

These Conditions (and any non-contractual matters arising under them) are governed by Irish law and the parties agree to submit to the non-exclusive jurisdiction of the Irish courts.

12. Arbitration

- a. The Arbitration Acts 1954-1998 as amended from time to time shall govern arbitration on any dispute or difference touching the provisions of the Contract or the operation or construction thereof or the rights or liabilities of the Customer or the Company pursuant to the terms and conditions of this Agreement.
- b. Any dispute or difference shall be referred to the arbitration of a single arbitrator to be appointed by agreement between the Customer and the Company, or in default of agreement to be appointed on the application of either party by or on behalf of the President for the time being of the Law Society, which determination shall be final and binding on the parties.