

Terms of Engagement For your records

Keep this document Safe! Claims Advisory Services is a trading name of Victor Hydon Limited

1. What WILL Claims Advisory Services do for you?

- Upon receipt of your signed agreement we will investigate your mis-sold fee bearing bank account claim. This means that we will try and establish whether you have had a fee-bearing bank account and whether it was mis-sold to you. To enable us to do this we ask you to supply a copy of your bank statement. If you don't have a copy we will conduct checks with your account provider to try and find out if you have the product.
- Once we have established the product exists, and that it was mis-sold to you, we will write to your account provider explaining why we think it was mis-sold and invite them to make an offer of compensation. Your account provider has up to 8 weeks in which to provide a final response but it is not unusual for the response to take longer than this.
- We will tell you when we receive an offer of compensation and advise you to accept it if we believe it to be adequate. If your claim is rejected by the account provider, and we think you have a good chance of success, we will ask for your consent to refer it to the Financial Ombudsman Service for a decision. We will keep you informed at every stage of the claim and you can contact us whenever you would like an update.
- In some circumstances, such as where the original bank no longer exists, it may be necessary to refer your claim to the Financial Services Compensation Scheme.
- We will always act in your best interests when pursuing your claim and achieving for you the best results realistically obtainable.
- If the payment is made directly to you we will forward an invoice to you which is payable within 14 days of receipt.
- We must inform you that if your claim is successful, your product may be cancelled.

2. What WON'T Claims Advisory Services do for you?

- Guarantee to win a claim we accept and pursue.
- Give/offer you financial advice.
- Pursue a claim that in our opinion has no realistic chance of success, and we reserve the right to cancel this Agreement if we form this opinion.
- Tell you to accept an offer we consider insufficient or to reject an offer we consider adequate. We reserve the right to cancel this Agreement if you decide to accept an offer of compensation we consider insufficient or to reject an offer we deem to be adequate.
- Accept an offer of compensation on your behalf without your agreement.
- Take your case to court (although we will inform you if we think you should).
- Coach you to answer any questions.

3. What do we require you to do?

- Provide all relevant information we may request without delay, to enable us to pursue your claim efficiently.
- Provide us with clear instructions.
- Fully co-operate with us.
- Not to mislead us, provide false answers to questions or ask us to act in an improper or unreasonable way.
- Contact us immediately if you receive payment from the bank account provider.
- To provide us with the authority for the duration of the contract.

4. What Claims Advisory Services WILL do for you

- Pursue your claim.
- Enter into correspondence and negotiations on your behalf.
- Receive, process and provide valid receipt for any remuneration made.
- If financier of the cheque makes it payable to you and sends the cheque to you we require you to pay our invoice in accordance with clause 5.

5. Our Fees

- If we do not succeed in obtaining compensation, you pay us nothing.
- If you are successful, and recover compensation, we will charge you as follows: 33% Plus VAT (39.6% in total) of the value of each successful claim (if more than one).

Example of our fee:

Example A: Refund of £1,000		Example B: Refund of £3,000		Example C: Refund of £10,000	
Total Compensation awarded to customer	£1,000	Total Compensation awarded to customer	£3,000	Total Compensation awarded to customer	£10,000
Fee charged by firm at 33% + VAT	£396	Fee charged by firm at 33% + VAT	£1,188	Fee charged by firm at 33% + VAT	£3,960
Customer Pays Firm	£396	Customer Pays Firm	£1,188	Customer Pays Firm	£3,960

- Note: Total compensation means the actual amount of compensation awarded to you for each successful claim before we deduct our fees.

Payment of Invoice

We will invoice you when we receive an offer of settlement that is correct in accordance with the Financial Conduct Authority, Financial Ombudsman and Financial Services Compensation Scheme guidelines on compensation. If the compensation payment is sent to you direct you must pay our invoice within 14 days. Payment can be made by BACS, cheque or by card calling Claims Advisory Services on 01902 267679.

6. Cancelling this Agreement

- We can cancel this Agreement at any time. There will be no fee payable if we tell you your claim is unlikely to succeed and you have fulfilled your obligations (as laid out in section 3 of this agreement). You are free to shop around and there will be no fees payable if you cancel before an offer of compensation is made.
- You have the right to terminate this agreement at any time by giving notice, using the cancellation form enclosed within the client pack. Any cancellation must be made by way of a cancellation notice or by a clear statement to us. If you have received an acceptance of liability or an offer of compensation which is in accordance with the Financial Conduct Authority, Financial Services Compensation Scheme and Financial Ombudsman Service guidance the full fee as stated in clause 5 is due.

7. Complaints Procedure

- Should you have a complaint you can contact us by writing to Claims Advisory Services at 84 Salop Street, Wolverhampton, WV3 0SR, by phoning us on 0121 797 0708 or by sending an email to compliance@claimsadvisoryservices.co.uk. You can also make a complaint to the Claims Management Ombudsman, full details can be found at: <https://cmc.financial-ombudsman.org.uk/>.
- Full details of our complaints handling procedure can be viewed on our website: <https://claimsadvisoryservices.co.uk/complaints-procedure/>.

8. Data Protection

- We will hold, control and process your personal information in accordance with the Data Protection Act 2018. By providing your personal information to us, you explicitly authorise us to process the information for the purpose set out in this paragraph. You can, at any time, request a copy of all information we hold relating to you by writing to us (a written Data Subject Access Request in accordance with the Data Protection Act/GDPR). We will use the personal information you provide to assess your claim and carry out our duties in accordance to this Agreement. We may share your personal information with other companies if necessary during the process of your claim for compensation, or any financial matters we believe may be of assistance to you.
- Your personal information may also be processed by other organisations on our behalf for the purpose of processing your claims, and providing information or services to you. The use of your personal information for these purposes will remain under our control at all times. We may disclose your information to other members of our informal group of companies, and to our partners, associates, agents or subcontractors and to possible successors to our business.

9. Introducers

- If you were introduced to us by one of our partners we will have paid a third party fee for providing services to you. This fee is NOT payable by you. Further details of any fee paid by us in respect of your case is available upon request.

10. Other important information

- You are entitled to seek further advice in relation to your claim and to consider what services might be most appropriate for your claim for compensation. In particular you have the right to shop around and you should be aware of the free services provided by the Financial Ombudsman Service, or you can go directly to your lender yourself for free. You should also consider whether you have alternative mechanisms for pursuing a claim, for example, legal expenses insurance.

11. Terms and Conditions

These terms and conditions are accurate as of 1st April 2019.

I/We have read the letter of authority and the terms of engagement and agree to be bound by their contents. A copy of the terms of engagement can be found on the reverse of the welcome letter. Please keep this letter safe, as this is your contract between you and us.