

# Victory Claims Ltd

The Post House, 13 East Street, Harworth, Doncaster, DN11 8NW. Tel: 0871 218 1206, Fax: 0207 681 1206, Email: docs@victoryclaims.co.uk

## Client Agreement (Endowment Compensation)

Case Ref: END 6 \_\_\_\_\_

### First Policy Holder

Title: \_\_\_\_\_  
First Name: \_\_\_\_\_  
Surname: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Occupation: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

### Second/Joint Policy Holder

Title: \_\_\_\_\_  
First Name: \_\_\_\_\_  
Surname: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Occupation: \_\_\_\_\_  
City: \_\_\_\_\_  
Post Code: \_\_\_\_\_

Please list all Endowment Policies that you are instructing Victory Claims Ltd to pursue compensation.

- |                           |                  |
|---------------------------|------------------|
| 1. Policy Provider: _____ | Policy No. _____ |
| 2. Policy Provider: _____ | Policy No. _____ |
| 3. Policy Provider: _____ | Policy No. _____ |
| 4. Policy Provider: _____ | Policy No. _____ |

## Terms & Conditions

On this date, Victory Claims Ltd registered in England & Wales under Company No. 05462097 with Registered Office at 1-2 Universal House, 88-94 Wentworth Street, London, E1 7SA (hereafter the 'Company') and the above named individual(s) (hereafter the 'Client') agree to the terms set forth below:

Whereas the Client agrees to engage the services of the Company for the purposes of pursuing a complaint against an Insurer(s), Advisor(s) or Lender(s) (hereafter the 'Advisor'), the Company agrees to provide the Service to the Client (hereafter the 'Service').

The Client agrees to the following:

1. Provide the Company with all relevant documentation including your latest reprojected letter and/or your policy schedule, and any correspondence received from the Advisor or Insurer regarding making a complaint and claiming compensation
2. Provide the Company copies of said documentation promptly and respond to any further request for additional information, approval of documentation or signing forms as maybe requested.
3. Provide the Company with authority to act on your behalf exclusively in the matter of securing compensation, and sign the necessary authorities required by the Advisor or other parties.
4. Inform the Company of any communications physical, electronic, verbal or otherwise by the Advisor with regard to the claim.
5. Read the Company's Terms & Conditions, FAQ's, and confirm they are aware of our Internal Complaints Procedures and that the Client is aware of and has considered alternative methods of claiming before opting to use the Service through the Company.
6. Upon successful completion of each case, the Client shall pay the Company 20% inclusive of the total compensation, excluding the surrender value, within 14 days of receipt of payment from the Advisor, by Cheque, Transfer or Credit Card Transaction (Typical Example: Compensation £2000, Our Fee at 20%=£400)
7. Upon receipt of an offer of compensation which in the opinion of the Company is fair and reasonable and where that offer is rejected by the client, the company reserves the right to charge a fee not exceeding the amount of which would have been payable in the event that the client accepted the offer in line with the Company's advice.
8. The Client is considered to have accepted an offer of compensation by default where, an offer of compensation, which in the opinion of the Company is a fair and reasonable one, has been sent by the Company to the Client, and the Client has not within 28 days of receiving such offer either notified the company of their intention to reject the offer, or return the Advisor's acceptance form.

The Company agrees to the following

- A. Act in good faith on behalf the Client, work in the Clients best interests only and not for any other party, such as the Insurer, Advisor or Lender.
- B. Pursue the claim with vigour and professionalism, both with the Advisor and if necessary, once all procedures have been exhausted, to the Financial Ombudsman Service (F.O.S) or Financial Services Compensation Scheme (FSCS).
- C. Provide the Client with all documentation, material or other physical, electronic and personally held information received from the Advisor under request, and provide the Client with all requested correspondence addressed to the Advisor or other parties for approval and signing.
- D. Inform the client of any legal changes or amendments that may affect the outcome of the claim.
- E. Pay Court Costs and Solicitors Fees where the Company and the Client agree that action through the Courts may be prudent and productive.

The Company shall not:

- i. Provide financial or legal advice.
- ii. The Company makes no representation or warranty to the Client that compensation will be secured, in part, full or with additional interest, is in anyway guaranteed.

Third Parties & Confidentiality

The Company reserves the right to employ the services of a Third Party such as a solicitor, auditor, actuary or other complaint handling professionals and firms as deemed necessary to pursue your complaint. This agreement may be assigned to a Third Party in entirety, or in part as required for operational and business purposes. Information held by the Company shall be in accordance with the Data Protection Act and the Client authorises the Company to process information and disclose it to Third Parties as may be required.

Indemnity

The Company cannot be held responsible, financially or otherwise, if the Client falls outside the time limits established for complaints prior and/or during the complaint procedure. The time to conclude the claim is dependant upon the response of the Advisor, the FOS, or the Courts of Law and the timeframes governing the complaint process. The company shall not be liable for any loss, damage or expense arising from the Service, or delay in performance of the service for whatever reason.

Cancellation

In the event that the Company becomes aware that the Client had given false or misleading information, physical, electronic, verbal or otherwise, in support of the complaint, the Company shall terminate this agreement immediately and reserves the right to any compensation subsequently awarded or the costs at the Company's standard hourly rate for work carried out on the case and costs arising from assessment, preparation, processing, and submission. In the event that the Client chooses to terminate this Agreement after more than 14 days, or Company terminates this agreement due to the terms detailed above, the Company reserves the right to charge the Client at the Company's standard hourly rate for work carried out on the case and costs arising from assessment, preparation, processing, and submission.

Debt Recovery

Where the Company takes steps to recover our fees due to non-payment by the Client, the Company shall add a recovery fee of £117.50 inclusive plus interest on all amounts owing subject to RBS Lending Rates. The Client indemnifies the Company from all costs incurred from the recovery of unpaid fees, including but not limited to Court Fees, Interest, Administrative and Recovery Agency Fees.

*Agreement*

I/we have read the above and agree to be bound by the terms.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_