

# 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 (PPI)

Case Ref: PP6\_\_\_\_\_

First Policy Holder

Second/Joint Policy Holder

Title: \_\_\_\_\_

Title: \_\_\_\_\_

First Name: \_\_\_\_\_

First Name: \_\_\_\_\_

Surname: \_\_\_\_\_

Surname: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Occupation: \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Post Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_@\_\_\_\_\_

Please list all PPI Policies that you are instructing Victory Claims Ltd to pursue Compensation.

- |                           |                        |
|---------------------------|------------------------|
| 1. Provider/Lender: _____ | Account/Loan No. _____ |
| 2. Provider/Lender: _____ | Account/Loan No. _____ |
| 3. Provider/Lender: _____ | Account/Loan 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'), with the aim of securing Compensation in relation to Payment Protection Insurance premium(s), Charges the enforceability of the Credit Agreement and/or any other complaint made by the Company on behalf of the Client (hereafter the 'Service'), the Company agrees to provide the Service to the Client.

The Client agrees to the following:

1. Provide the Company with all documentation, material or other physical, electronic and personally held information requested to assist with their application for 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, within 14 days of receipt of payment of the Compensation from the Advisor, by Cheque, Transfer or Credit Card Transaction (Typical Example: Compensation £2000, Our Fee at 20%=£400).
7. Compensation includes any amount offered by the Advisor whether paid to the Client's Bank Account, set against the Client's Loan Account or other debts, whether referred to as compensation, a gesture of goodwill, refund, rebate of premiums or payments, discount, a reduction in the loan balance or debt, and any monetary benefit that may arise from any waiver, cancellation, reduction, saving, deduction or rescheduling of any loan or interest payments, credit repayments, premiums, charges or other interest or administrative payments, adjustments or any other saving, inducement, discount or rebate offered in relation to any other products or services offered by the Advisor or parties connected to the Advisor.

8. 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.
9. 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 returned the Advisor's acceptance form.
10. Where the Company and the Client mutually agree that action through the Courts or litigation may be prudent and productive, the Client agrees to pay court costs and solicitors fees, whether in advance or deferred until the conclusion of the Complaint, and the Client may be requested to sign further Agreements with the Company or any Third Party engaged in providing the Service to the Client.

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), Financial Services Compensation Scheme (FSCS) or the Courts.
- 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 or otherwise engage the services of a Third Party such as a solicitor, auditor, actuary or other complaint handling professionals, Introducers, Data Suppliers, Affiliates, and other firms or individuals (hereafter "Third Party") as deemed necessary by the Company. The Company reverses the right pay a percentage Commission of your Fee to a Third Party. 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 by the Company.

#### 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 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: \_\_\_\_\_