

Terms & Conditions of Business

1. 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 card payments or any other saving, inducement, discount or rebate offered in relation to any other products or services offered in relation to any other products or services offered by the financial company or persons connected to the financial company.

"Claim" means the Client's claim or claim or claims against the company relating to the mis-selling of a Payment Protection Insurance policy or policies or the application of unlawful charges to the account(s) of the client.

"Client" means the policy holder(s)/ account holders(s) whose details are set out in the Letter of Authority and who have appointed Refresh Financial Services Limited to provide the Services.

"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).

"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.

"Fee" means the fee of 20% of the total compensation payable.

"Letter of Authority" means the letter included in the claim pack to be sent to the Company from the Client.

"Services" means the work which we will undertake on your behalf in respect of your Claim including assessing the viability of, preparing, submitting and negotiating your Claim and which is set out more specifically in clause 3.

"Terms" means these terms and conditions

"Us", "We" and "Our" means Refresh Financial Services Limited, a limited company registered in the UK with number 606845 having its registered office at Milltown House, Milltown Industrial Estate, Warrenpoint, Co. Down, BT34 3FN.

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

2. Duration

a) The contract shall commence on the date you sign and return these claim terms to us and, unless terminated earlier as per clause 6 below, will continue until the earlier of:

- I. Compensation is recovered for you by us and you have paid the Fee, or
- II. We have advised you in writing that in our opinion your claim is unlikely to succeed and we are declining to act for you

3. We agree to:

- a) Review your claim application and assess the likelihood of your claim being successful.
- b) If after we have reviewed your application, it is our opinion that your claim is unlikely to be successful we may decline to act for you. We will notify you of this fact in writing.
- c) If we accept your claim application, we will confirm this to you in writing and prepare and submit your claim to the company that sold you the PPI policy.
- d) We will liaise with the company and use reasonable endeavors to pursue your claim.
- e) We will notify you promptly of any requests for additional information or documentation that the company need to investigate your claim.

f) Notify you in writing of any offers of compensation made by the company

g) Obtain your agreement before accepting or rejecting any offer or compensation.

h) Notify you of any circumstances beyond our control which prevent us from performing the services under this contract.

4. You agree to:

- a) Appoint us as your exclusive agent to handle this claim. This means that you cannot appoint another person or firm to act on your behalf in respect of this claim, unless you terminate this agreement with us.
- b) Provide full authority to us to deal with the company on your behalf.
- c) Provide truthful and accurate information regarding your claim.
- d) Provide copies of all documentation that are in your possession and which relate to the claim.
- e) Respond promptly to request by us for further information, or documents that may be needed to progress your claim.
- f) Pay our fee dues as a result of a successful claim.
- g) Upon receipt of an invoice for the fee, you will pay the amount due to us within 28 business days of receipt.

5. Fees

- a) Our fee is 20% of the compensation which we obtain for you as a result of a successful claim.
- b) We will not charge you if the claim is unsuccessful
- c) Where we receive compensation directly, we will issue you an invoice for the amount of our fee and deduct the fee directly from the compensation.
- d) If the company does not pay the compensation directly to us, we will send you an invoice for an amount equal to 20% of the compensation
- e) Our fee must be paid within 7 business days of you receiving the compensation
- f) 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 Barclays Bank.
- g) We reserve the right to charge you for any reasonable cost incurred in seeking to recover our fee from you. Please note that your bank may uphold other mis-sold PPI that you may have purchased as a result of our approach to them. If this is the case, we will deal with these cases on your behalf and the same charges of 20% will apply. Some providers will pay 8% Statutory Interest to your redress payment. Please be advised that this payment is subject to income tax and that it is your duty to inform HMRC of the same. Please note this only refers to the 8% interest should it be offered.

In some instances, your bank may decide to re-investigate your complaint. If this results in your claim being upheld, you will still be liable for our fees.

Creditors may investigate multiple accounts as part of our complaint. Any redress from these accounts would be liable to our standard fee of 20% of reclaim

Example of Fees

Full Compensation

You receive reclaim totaling £1,500.00 from your bank via cheque. Our fees on this would be £300.00

Portion Offset against Balance

You receive a reclaim totaling £1,500 from your bank but £500 is offset against your outstanding balance. Our fees on this would be £300.00

All Offset against Balance

You receive a reclaim totaling £1,500 from your bank but all of the reclaim is offset against your outstanding balance. Our fees on this would be £300.00

How Are The Fees Paid?

You are responsible for the payment of our fees. These fees should be paid from the amount that you are awarded. If you owe us fees on any complaint that we have pursued on your behalf we reserve the right to offset any redress

you receive against your debt to us, regardless of whether redress relates to another complaint we have pursued for you.

If you are currently engaged in an insolvency option, i.e. DMP, IVA or Trust Deed, fees are still applicable at the standard rate of 20% of your reclaim. In these circumstances we will consider if a PPI reclaim is in your best interest.

6. How You Can Cancel This Agreement

- a) 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.
- b) You can cancel the agreement at any time after this by giving us 14 days' notice
- c) If at the time of cancellation described in 6b, we have received 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.

7. How We Can Cancel or Change This Agreement

- a) We can cancel this agreement by giving you 14 Days' notice in writing if any of the following events Occur:
 - b) We become aware that your claim is unlikely to succeed.
 - c) You are declared bankrupt.
 - d) You enter into an Individual Voluntary Arrangement with your creditors or have a Bankruptcy petition presented against you.
 - e) You do not follow any reasonable recommendations made by us.
 - f) Your 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
 - g) You fail to respond to reasonable requests for information in a timely manner and this prevents us from providing the services.
 - h) You breach a term of the agreement and you do not correct this breach within 28 days of receiving written notification from us detailing the breach and the action required to resolve the breach.
 - i) Subject to the notice period in clause 7c below, we may change the terms of this agreement 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.
 - j) 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.
 - k) You have the right to shop around and seek further advice within 14 days of signing your agreement

8. General Conditions about This Agreement

- a) This Agreement is governed by English Law.

9. Regulation

Refresh Financial Services Limited is regulated by the Claims Management Regulator. CRM39874

10. Your Options

Before finalising this agreement, it is important that we advise you of your options. You can:

- a) Not return the documents and leave the Banks unchallenged. This would mean that all of the money you have given them for a Policy that may be of no use to you would stay in their pockets.
- b) Make the Complaint yourself. All Banks and the Financial Ombudsman Service offer a 'free service' for your complaint.
- c) Sign and return the forms to us. Let Refresh Financial Services Limited challenge your bank and recover what may be owed to you.

Name: <<ClientFullName1>>

Signed:

Print:

Date: