

This document sets out the Terms of Engagement for the appointment of Portal Claims LLP to act on the Client's behalf in all aspects of the administration & negotiation of the claim for Mis-sold Payment Protection Insurance, Mis-sold Endowment Policies, Excessive Credit Card Charges & Excessive Bank Charges.

1. Definitions

- 1.1 "Claim(s)" means the Client's claim or claims against the Company relating to the mis-selling of an endowment or payment protection insurance policy or policies; or the application of unlawful charges to the account(s) of the client;
- 1.2 "Client" means the policyholder/account holder(s), whose details are set out in the Letter of Authority and who have appointed Portal Claims LLP to provide the Services;
- 1.3 "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 Advisor 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 said entities or any other entity and/or any of their predecessors);
- 1.4 "Compensation" means the aggregate of any sums paid, awarded or waived at the time of such payment, award or waiver that would not have been paid, awarded or waived if the Claim had not been made. This includes all charges or fees recovered plus interest, premiums & interest paid to the date of settlement, statutory interest payable on each premium to the date of settlement and any other amount, including rebates or any reduction of debt as a result of Portal Claims submitting a complaint;
- 1.5 "Portal Claims LLP" means this firm, a limited liability partnership and a third party claims handler, registered with number OC306372 having its registered office at Portal House, Sunderland Quay, Rochester, Kent, ME2 4HN;
- 1.6 "Fee" means the fee of 25% plus VAT of the Compensation (as defined in section 1.4) paid by the defendant financial institution. The fee is payable to Portal Claims LLP for the Services carried out by it. For example, if we recover £1,000 compensation, our fee would be £300.00 (inclusive of VAT) and you would receive £700.00;
- 1.7 "Letter of Authority" means the letter included in the claim pack to be sent to the Company from the Client;
- 1.8 "Services" means the services provided by Portal Claims LLP including assessing the viability of, preparing, submitting and negotiating your Claim;
- 1.9 "Cancellation fee" means the fee applicable on the cancellation of the contract as set out in 3.6 below. The basic rates used for this calculation are £30 per hour for Administrators, £50 per hour for Claims Handlers and £120 per hour for Partners and Senior Managers.
- 1.10 "Terms" means these terms of engagement.

2. Conduct of Engagement

- 2.1 By signing and returning the Letter of Authority, the Client hereby agrees to be bound by the Terms and appoints Portal Claims LLP to provide the Services for such period as to allow Portal Claims LLP to assess, and if reasonably possible, to complete the Claim.
- 2.2 By signing and returning the Letter of Authority, the client authorises Portal Claims LLP to refer the Claim to the Financial Ombudsman Service or to a Solicitor if this is believed by Portal Claims LLP to be in the client's best interest.

3. The Client will:

- 3.1 by completing and signing the Letter of Authority give Portal Claims LLP his/her/their consent and full authority to deal with the Company on the Client's behalf and to obtain relevant information from whatever source on a continuing basis;
- 3.2 deal promptly with every reasonable request by Portal Claims LLP for authority, information and documents and further instructions that Portal Claims LLP may from time to time require. Failure to do so will give Portal Claims LLP the right to terminate this Agreement forthwith and the Client will reimburse Portal Claims LLP its reasonable costs incurred in pursuing the Claim to the date of termination;
- 3.3 promptly inform Portal Claims LLP of any relevant matters affecting the Claim;
- 3.4 hereby assign his/her/their entitlement to any Compensation to Portal Claims LLP. The Client hereby agrees to the Company remitting the Compensation to Portal Claims LLP and for Portal Claims LLP to retain the Fee before paying the balance of the Compensation to the Client. Notwithstanding such agreement, should the Compensation be paid direct to the Client, Portal Claims LLP will invoice the Client for the Fee which will become immediately due and payable by the Client to Portal Claims LLP. If this fee is not paid in full within 14 days of the dated invoice it shall be deemed a termination of the Agreement and will be fall under clause 3.6 below;
- 3.5 give Portal Claims LLP the right to deal exclusively with the Claim, unless otherwise agreed in writing by the Client and Portal Claims LLP;
- 3.6 subject to clause 3.7 below, if this Agreement is terminated by the Client for any reason, pay Portal Claims LLP either its reasonable costs incurred in pursuing the Claim to the date of termination (cancellation fee), or if the Claim has already been submitted by Portal Claims LLP and Portal Claims LLP proceeds with the Claim and the Claim is successful, the full fee or the cancellation fee, whichever is the greater;
- 3.7 if the Client terminates this Agreement and Portal Claims LLP proceeds with the Claim, if the Claim is unsuccessful and no Compensation is payable to the Client, the Client will not be liable to pay a fee or the cancellation fee referred to in clause 3.6 above or any monies whatsoever in respect of the Claim;

- 3.8 for the avoidance of doubt not be liable for any charge in respect of the Claim if the Claim is pursued and the Company pays no Compensation;
- 3.9 give Portal Claims LLP the right to cancel the PPI policy from the start of the claims process.

4. Portal Claims LLP will:

- 4.1 rely on the information and documents provided by the Client to Portal Claims LLP as being true, accurate, and complete. Portal Claims LLP will not audit, test or check such information or documents except where it is under a legal obligation to do so;
- 4.2 use all reasonable endeavours to obtain the maximum Compensation for the Claims which are pursued;
- 4.3 accept no liability for an unsuccessful Claim or for the amount of Compensation paid to the Client;
- 4.4 promptly notify the Client if the Claim is not to be pursued. It is at Portal Claim LLP's sole discretion to decide whether or not to proceed with the Claim at any time during the claims process but Portal Claims LLP must act reasonably in taking any such decision;
- 4.5 promptly notify the Client of the outcome of the Claim;
- 4.6 as soon as is reasonably practicable following the settlement of a Claim and the payment of Compensation by the Company to Portal Claims LLP, pay the Client the balance of the Compensation, after deducting the Fee;
- 4.7 preserve confidentiality, including the Client's personal information (even when this Agreement has terminated and the Client is no longer a client), save as expressly or implicitly authorised to the contrary including where disclosure is made at the Client's request or with the Client's consent in relation to pursuing the Claim or where otherwise required by law.

5. Disclaimer

- 5.1 Portal Claims LLP accepts no liability for any loss suffered by the Client by entering into this Agreement and specifically in the event that no Compensation is paid to the Client by the Company. Any claim by way of consequential damage arising out of any act or omission or commission by Portal Claims LLP is specifically excluded.
- 5.2 You are aware that you could complain directly to the Company at no cost, with the ability to take matters further with the Financial Ombudsman Service yet still wish to pursue your complaint via Portal Claims LLP.
- 5.3 Please note your loan or credit card provider may use some or all the compensation to reduce any outstanding loan or debt balance.
- 5.4 Please note you have 14 days (which starts from the date you signed the authority) to cancel your authority, instructing us to act on your behalf.
- 5.5 Full details of Portal Claims LLP's internal complaints handling procedures are set out below.
- 5.6 Portal Claims LLP is regulated by the Ministry of Justice in respect of regulated claims management activities; our authorisation number is CRM1501.

6. Complaints Procedure

Our aim is to handle your complaint fairly, consistently and quickly, in particular ensuring that we understand the nature of your concerns and the redress you are seeking.

6.1 How to contact us

Letter - Portal Claims LLP, Portal House, Sunderland Quay, Rochester, Kent, ME2 4HN

Telephone – 01634 733133

Fax – 01634 733150

Email – info@portalclaims.com

6.2 Acknowledging your complaint

We will send an acknowledgement within 5 business days from receipt of your complaint.

6.3 Investigating your complaint.

Your complaint will be investigated by a senior case handler and overseen by the compliance officer and our office manager. We will be as thorough as possible and aim to resolve your complaint promptly, giving you reasons for our decision.

If we are unable to send you a final response within 4 weeks, we will contact you and explain why. We will then endeavour to issue our final response within the next 4 weeks.

6.4 Informing you of our decision.

We will write to you with a full account of our investigation and our decision.

6.5 If you remain unhappy

Our final response will include details of your options if you are not happy with the outcome of the investigation, or we have been unable to reach a decision within the timescales given.

7. Governing Law

- 7.1 This Agreement shall be subject to the laws of England and Wales.