

TERMS AND CONDITIONS

THIS DOCUMENT SETS OUT THE TERMS UPON WHICH YOU APPOINT WFAC TO ACT FOR YOU.

DEFINITIONS

- (i) "Agreement" means the Engagement Letter and these Terms.
- (ii) "Claim" means your Claim(s) against the Creditor(s) relating to the mis-selling of a PPI policy or policies or a Packaged Bank Account (PBA) on any account with that Creditor, including unfair commission charges.
- (iii) "Claim Service" means preparing, submitting and negotiating your Claim(s) to the Creditors once we have found PPI or identified a PBA.
- (iv) "Cooling Off Period" means 14 days from the date the Claim(s) are submitted to the Creditor(s) during which time you may cancel the Claim(s) free of charge.
- (v) "Compensation" means any and every financial benefit that is awarded to you (in each and all cases before the deduction of any applicable tax) directly or indirectly arising from or in connection with, and at any time following, a claim for redress instigated or dealt with by us for you, in relation to any PPI policy, PBA or any other financial or insurance product. Compensation includes, for example, all: (i) refunds (ii) repayments (iii) interest (iv) compensation for interest, charges and other sums paid or lost (v) sums paid following actual or purported reconsideration of previously rejected claims for redress and (vi) ex gratia payments and "distress and inconvenience" payments. Compensation includes any cash payment, any credit to a loan, bank, credit card or other account (including any accounts you did not identify or specify to us) and any off-set of any arrears or reduction of overdraft on any such accounts.
- (vi) "Creditor" means the financial institution to whom the Letter of Authority is addressed being the bank, lender, credit card, store card, loan, insurer, underwriter or other organisation that provided/sold the PPI policy or PBA and/or applied unfair or unlawful charges.
- (vii) "Free PPI Check" means WFAC will endeavour to identify for free whether PPI exists or existed on products or accounts provided by a Creditor.
- (viii) "Instruction" means your Instruction to WFAC to commence the Claim Service contained in these Terms. Your Instruction can be given once PPI or a PBA has been located. You can provide your Instruction by completing the PPI or PBA Questionnaire over the telephone with WFAC. The same Instruction will apply to refer your Claim(s) to the Financial Ombudsman Service (FOS).
- (ix) "Letter of Authority" means the document to be sent to the Creditor containing your authority for WFAC to act on your behalf.
- (x) "PBA" means Packaged Bank Account.
- (xi) "PPI" means Payment Protection Insurance.
- (xii) "PPI Questionnaire" means the PPI/FOS/Lender questionnaire form(s) that have been filled out by WFAC using information you have given during the Free PPI Check and/or Claim Service process which may be used by WFAC to refer your Claim(s) to the Creditor and/or the FOS.
- (xiii) "Terms" means these terms and conditions.
- (xiv) "WFAC" means We Fight Any Claim Ltd (company registration number 06649961) (and references to 'we' and 'us' are references to WFAC).
- (xv) "you" and "your" means the account/policy holder(s) whose details are set out in the Letter of Authority and who have appointed WFAC to act on their behalf.

WHAT WFAC ('WE' 'OUR' OR 'US') WILL DO FOR YOU

1. FREE PPI CHECK SERVICE

- A. We will carry out a Free PPI Check for you.
- B. By completing, signing and returning the Letter(s) of Authority and Engagement Letter you agree to be bound by this Agreement and appoint WFAC to provide the Free PPI Check.
- C. You give WFAC your consent and full authority to deal with creditors on your behalf and obtain relevant information.
- D. WFAC will ask for your PPI information from Creditors by making statutory requests (or similar) to each of your Creditors to obtain information about all of your credit agreements and your associated payment history and review them, together with any documentation you may have provided to us, to determine whether a PPI policy was sold alongside them.
- E. You can cancel the Free PPI Check at any time at no cost to you by either phone, email or in writing.
- F. WFAC agrees never to charge you anything for the Free PPI Check.
- G. WFAC will endeavour to inform you, free of charge, whether any of the policies or accounts that you have had with your Creditors included PPI and/or whether you have paid for a PBA.
- H. If PPI is not identified on any policy or product then WFAC will endeavour to inform you.
- I. If PPI is identified then you may choose to use WFAC's Claim Service.
- J. We do not guarantee to find all PPI you may have been sold but we will make reasonable enquiries based on the information you provide to us.
- K. You acknowledge that you could undertake the Free PPI Check yourself but have chosen to use WFAC.

2. CLAIM SERVICE

- A. These are the terms on which WFAC agrees to provide the Claim Service(s) and you agree both to be bound by them and to acknowledge them once we have received your Instruction to proceed with your Claim(s).
- B. You acknowledge that you are aware that you could complain directly to your Creditor(s) at no cost and, if necessary, pursue your complaint with the FOS or via a County Court.
- C. If our Free PPI Check, or any other check, indicates that any PPI or PBA products were sold to you, we will contact you to discuss the circumstances surrounding the sale of them.
- D. We will not process your Claim(s) until we receive your Instruction. You can provide your Instruction by completing the PPI or PBA Questionnaire over the telephone with WFAC. Upon doing so you will be bound by this Agreement.
- E. Where we believe that a PPI policy or PBA may have been mis-sold to you, we will prepare a detailed claim and present it to your Creditor(s). Thereafter, we will correspond and

negotiate with your Creditor(s) to endeavour to obtain Compensation for you, consisting of a reimbursement of any PPI premiums or PBA charges paid on those agreements plus statutory interest. However, in establishing the existence of a PPI policy or PBA, we do not warrant that your Creditor(s) have necessarily mis-sold any PPI or PBA to you.

- F. Where we believe it would be in your best interests to do so we reserve the right to refer you to a nominated third party to pursue any or all of your Claims on your behalf. If you accept such a referral and enter into a contract with that third party these terms and conditions will cease to apply (but only in relation to the Claim(s) which are the subject of the referral) and the third party's terms and conditions of business will instead apply from that time.
- G. We will inform you of any offers received from your Creditor(s) and tell you whether we consider them to be acceptable.
- H. If your Creditor pays Compensation direct to WFAC, we will arrange to forward the balance of your Compensation as soon as possible after deduction of any fee due for our Claim Service. You agree to the deduction of any fees by us in these circumstances.
- I. We do not guarantee to return all original documents (such as statements, policy or credit agreements) to you. However, we will return any documents you provide to us for identification purposes, such as a passport, a driving licence or birth / marriage certificate.
- J. We reserve the right to assign this agreement and all rights under it and to subcontract to others all or any of our obligations under it. This agreement is personal to you and is not assignable by you except to your personal representatives.

3. WHAT WE FIGHT ANY CLAIM WILL NOT DO FOR YOU

- A. We will NOT advise you to accept an offer that we consider inadequate or advise you to reject an offer that we consider to be reasonable.
- B. We will NOT accept an offer without your agreement.
- C. We will NOT give or offer you financial advice.
- D. We will NOT offer legal advice in the event of it becoming apparent that your claim should go to court. Nor will we commence legal proceedings on your behalf as this is outside the scope of our services. However, if your case meets certain criteria, we may offer you a referral to a firm of solicitors so that your Claim can be pursued in court.

4. WHAT YOU AGREE TO DO

- A. To provide us with all relevant information and items we request to enable us to pursue your Claim(s) including all documents in your possession relevant to your Claim(s) or which evidence any aspect of your Claim(s).
- B. To send us any correspondence you receive directly from your Creditors in relation to a credit agreement or PPI policy or PBA that is the subject of a Claim.
- C. Not to ask us to work in an improper or unreasonable way or to mislead us.
- D. Not to contact the Creditor against whom your Claim is being made regarding the claim, unless we agree that it is necessary.
- E. You agree that we may enter into correspondence and negotiations on your behalf with your Creditor(s) about your Claim(s) and you authorise the release to us of any such information we deem appropriate.
- F. You agree that we may receive, bank and give valid receipt for your Compensation payment (where a Compensation payment is made directly to us by any of your Creditors).
- G. You agree that any Compensation payment may be made direct to us and that we may deduct our fees and forward the balance to you. If your Creditor refuses to send the Compensation payment to us, you agree to notify us of you receiving your Compensation or any offset against arrears on your account within three days of receipt. You also agree to account to us for our fees once you have received payment of your compensation - you keep the rest. If you fail to make payment of any outstanding fees, we reserve the right to take legal action to recover our fees from you and in these circumstances you may be charged a fee for any legal action, additional work carried out or any costs we incur in pursuing you for payment including any legal costs. We may also cease acting for you in connection with any other Claim(s).
- H. To provide us with truthful, full and accurate information (including all documents that may be relevant to your Claim(s) and not to attempt to or actually mislead us in any way or provide us with information you believe to be untrue or to conceal from us any information you believe to be true. Not to provide us with inaccurate documents or fail to provide us with documents you believe to be relevant.
- I. Not to appoint (or continue to appoint) any other claims handling business or any other person, firm or company to provide the services we provide under our agreement with you during the term of our Agreement with you. You agree that where (prior to appointing us as your representative) you have appointed another claims handling business or person(s) to provide the services we provide under our Agreement with you, our appointment shall supersede and revoke any previous appointment(s) you have made. You also agree that if you were to appoint any other person, firm or company to provide the services we provide under our Agreement with you, and you fail to notify us that you have appointed the other person, firm or company, then you will be liable to pay our fee of 24% (including VAT) of any offer of Compensation from your Creditor(s) resulting from work you had already instructed us to commence for you.
- J. You agree that if you accept an offer of compensation in respect of a mis-sold PPI policy or PBA, your PPI policy or PBA is likely to be cancelled. In these circumstances you agree that it is your responsibility to check whether any alternative insurance cover or banking facilities may be necessary or appropriate for you and if so, to arrange suitable alternative insurance cover and/or banking facilities.

5. OUR FEES

- A. We charge a total fee of 24% (including VAT) of any Compensation awarded to you by Your Creditor(s) ("the Success Fee"). The total you will therefore be charged, including VAT at the current rate, is 24% (including VAT) of any Compensation which is awarded to you. This is equivalent to £240.00 for every £1,000.00 of Compensation. For example, if Compensation of £3,000.00 is awarded to you, you would pay £720.00 including VAT.
- B. Each claim for Compensation in relation to each PPI policy, PBA or other financial product will be defined as a "Relevant Claim". Once you have received Compensation in relation to a Relevant Claim you will immediately be liable to pay the Success Fee in relation to that Relevant Claim.
- C. This is a 'no win no fee' agreement. In relation to each Relevant Claim, provided you do not cancel or terminate this Agreement, the only fee you will be charged in relation to that Relevant Claim

Keep me!



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is the Success Fee. However, if you cancel or otherwise terminate this Agreement, more than 14 days after instructing us to provide our Claim Service but before either: (i) a Success Fee becomes payable in relation to a Relevant Claim or (ii) we have notified you that we do not intend to pursue that Relevant Claim any further, we may charge you a fee (the "Cancellation Fee") in relation to that Relevant Claim. The Cancellation Fee will be calculated and charged in accordance with 6 below.

- D. Where Compensation is paid to you (or at your request or direction, or to anyone else acting on your behalf) you will immediately pay us the relevant Success Fee. If Compensation is paid to us, you authorise us to deduct the Success Fee before passing on the balance of the Compensation to you (which we will do as soon as reasonably practicable).
- E. If you are in arrears with your loan, hire purchase, mortgage or credit card repayments or if your PBA is overdrawn, a creditor may use some or all of any Compensation to offset your arrears or reduce your overdraft. In these circumstances you will remain liable immediately to pay the Relevant Success Fee.
- F. If you are more than one person, "you" means both of you jointly and each of you severally; and each of you is and are jointly and severally liable for any and all amounts you owe us. This means, for example, that we can collect all our Success Fee in relation to any Relevant Claim from either of you, and this will be the case even if some or all of the Compensation in relation to any Relevant Claim is paid to the other joint account holder.
- G. If you fail to notify us that you are bankrupt, in an IVA, in a Scottish Trust Deed or in a Debt Management Plan, you will still be liable to pay our Success Fee in the event that you are awarded compensation even though you may not receive any of the Compensation yourself. For example, if Compensation worth £1,000.00 is awarded to you whilst you are in an IVA, a Scottish Trust Deed or Debt Management Plan under which you owe £3,000.00 to your Creditor(s), your Creditor(s) may choose to offset your Compensation against your arrears. If so, this would reduce your arrears to £2,000.00. In those circumstances, you would not receive any cash payment "in hand" but you would still be liable to pay £240.00 (24% including VAT at current rates).
- H. We can deduct and retain any amounts you owe to us from any Compensation (or any other amounts) we may receive on your behalf.
- I. If any form of tax is payable by you or on your behalf in relation to any Compensation (such as income tax which is payable by you in respect of the interest included in your Compensation) you will be fully responsible for such payment and we shall have no responsibility to make such deduction or payment on your behalf. If such tax is deducted or withheld from your Compensation before it is paid to you, this will not affect the Success Fee (so that for example, if Compensation of £1000 is awarded to you, but tax of £50 is withheld, so you actually receive £950, our Success Fee, including VAT at current rates, will be £240 (being 24% of £1000).
- J. If, after termination of this Agreement for any reason, except for breach by us, but including cancellation by you, you receive an offer or award of Compensation in relation to any Relevant Claim the Success Fee will be payable, but any Cancellation Fee you have already paid will be credited against it.

6. CANCELLING THIS AGREEMENT

- A. You have a right to cancel your Agreement with us at any time. You can do this by notifying us via telephone, email or post using the contact details in clause 10. You can also do this by signing and sending us the cancellation form contained in the pack we send you.
- B. If you cancel your claim(s) within the 14 day Cooling Off Period you will owe WFAC nothing.
- C. If you cancel your Claim(s) at any time after being notified that an offer of reasonable Compensation is due to you, you will be liable to pay WFAC's Success Fee.
- D. If you cancel or terminate your Agreement with us after the expiry of the Cooling Off Period, a Cancellation Fee may be charged. The Cancellation Fee in relation to each Relevant Claim will be determined according to E below. If you ask us to provide our Claim Service but later fail, when asked, to provide us with any document or information necessary to enable us to pursue a Relevant Claim, we may assume that you wish to cancel our Claim Service and, in these circumstances, subject to clause 6B, we may charge a Cancellation Fee.
- E. (i) Subject to 6B and to (iii) below, if we have obtained relevant information from you and submitted the Relevant Claim to the Creditor whom we believe sold you the relevant product, but less than 8 weeks have elapsed since we did so, the Cancellation Fee will be a sum equal to the reasonable cost of any work we have carried out for you to date (capped at £75) per Relevant Claim (provided that if we have submitted more than one Relevant Claim in relation to the same type of financial product to a particular Creditor, you will be charged only one Cancellation Fee in relation to all such Relevant Claims submitted to that Creditor);
(ii) Subject to (iii) below, if we have obtained relevant information from you and submitted the Relevant Claim to the Creditor whom we believe sold you the relevant product, and 8 weeks or more have elapsed since we did so, the Cancellation Fee will be a sum equal to the reasonable cost of any work we have carried out for you to date (capped at £150) per Relevant Claim (provided that if we have submitted more than one Relevant Claim in relation to the same type of financial product to a particular Creditor, you will be charged only one Cancellation Fee in relation to all such Relevant Claims submitted to that Creditor);
(iii) If you have received an offer or award of Compensation in relation to any Relevant Claim, the Cancellation Fee will be the same as the Success Fee: 24% (including VAT at current rates), of the amount of Compensation offered to you;
- F. The provisions in 5D, 5E, 5F, 5G and 5I above will apply, with any necessary modification, to Cancellation Fees as they apply to Success Fees.
- G. We can cancel your agreement with us at any time if you have breached your duties set out at paragraph 4 or if you are adjudged bankrupt or you enter a voluntary arrangement with your Creditor(s). In those circumstances we reserve the right to charge our fee of 24% (including VAT) if, by that time, an offer of Compensation has been made to you.
- H. If in our opinion any Relevant Claim does not have a reasonable chance of success (better than 50:50) or where the likely amount of Compensation does not justify the work necessary by us to pursue it or is less than any arrears on your account, we reserve the right to advise you accordingly and cease acting for you in relation to such Relevant Claim.
- I. 'No Win, No Fee' - in the event that we advise you that we are unable to assist you in pursuing any Claim(s), no fee will be payable by you provided that you have not breached your duties set out at paragraph 4. However, in accordance with this clause 6, our 'No Win, No Fee' policy may not apply if you cancel your Claim(s) after you have been offered or awarded Compensation from your Creditor(s).

7. EXCLUSION OF LIABILITY

If the supply of the Free PPI Check service or the Claim Service is adversely affected by or prevented or delayed by any act or omission of you, your agents, advisers or third parties, we shall not be liable for any costs, charges or other losses sustained or incurred by you or for any failure in negotiating a settlement of your Claim(s) in full or in part arising directly or indirectly from such prevention or delay.

8. DATA PROTECTION

The information and data that we gather about your personal and financial situation may be classed as 'personal data' and our processing of it may constitute 'sensitive processing' under the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 (GDPR). We will only use the personal data we gather about you as outlined both in this clause 8 and in our Privacy Policy which can be viewed at www.wefightanyclaim.com/privacy-policy. We ask that you read our Privacy Policy carefully. If required, a hard copy is available upon request. If you provide information to us about another party, you confirm that such party authorised you to do so and consents to our processing that personal information.

By returning a signed Engagement Letter and/or Letter of Authority to us and entering into this Agreement, you explicitly authorise us to:

- process your personal data (including gathering, recording or holding it) in whatever way is necessary to enable us to carry out your Instruction(s);
- hold your information for as long as is necessary to provide the Free PPI Check service and/or Claim Service or in line with our policies, whichever is longer;
- update you throughout the Free PPI Check Service and/or the Claim Service by SMS (text message), email, telephone and/or post;
- disclose your personal data to Creditors, the Financial Ombudsman Service, regulators (such as the Claims Management Regulator and the Financial Conduct Authority) and external solicitors as we believe is necessary to enable us to provide the Free PPI Check service and/or Claim Service to you;
- disclose your personal data to external organisations for the purpose of debt recovery in the event you fail to pay our fees when they are lawfully due;
- obtain your interest in products and services that our group of companies (the We Plan Group) may be able to offer or arrange. Those products include Claims Management – Mis-sold Payment Protection Insurance, Mis-sold Packaged Bank Accounts; Future Planning – Wills, funeral plans, Non-Underwritten Life Cover; Financial products – Debt help, unsecured lending, re-mortgage, equity release. We will usually ask about your interests in these products in order to gain your consent to future marketing. Where you have an existing relationship with us, we may contact you under our legitimate interests to offer products and services only where we think it reasonable to do so and have carried out an appropriate assessment. You can object at any time from receiving such marketing at www.wefightanyclaim.com/privacy-policy.

You can at any time request from us a copy of all information that we have regarding you and correct any inaccuracies in it.

9. APPLICABLE LAW

- A. Our agreement with you shall be governed exclusively by the laws of England and Wales.
- B. Any dispute between us and you arising under our Agreement with you shall be subject to the exclusive jurisdiction of the courts of England and Wales.

10. COMPLAINT

You can make a complaint about any part of our service by using our internal complaints procedure. You can do this by post to: We Fight Any Claim Ltd, Tintern House, William Brown Close, Llantarnam Park, Cwmbran, NP44 3AB or by email to assistance@wefightanyclaim.com or by telephone on 01633 705 081. You can also find a copy of our Complaints Procedure at www.wefightanyclaim.com. If we are unable to resolve your complaint you may refer your Complaint to the Legal Ombudsman Service. You must do this within 6 months of our final response to your complaint. The Legal Ombudsman can be contacted by phone on 0300 555 0333 or by email at cmc@legalombudsman.org.uk or by post to Legal Ombudsman, PO Box 6804, Wolverhampton, WV1 9WG.

11. GENERAL

- A. The provisions of this Agreement shall subsist after termination to the extent necessary to give fullest effect to its terms and intent. Without prejudice to the generality of the foregoing, but for the avoidance of doubt, clauses 5, 6, 7, 8, 9, 10 and 11 shall do so.
- B. If any part of our Agreement with you or any part of these Terms are held by any court to be wholly or partly void or unenforceable, the other provisions and the rest of the affected provisions shall continue to be valid.
- C. Nothing in our Agreement with you excludes or limits any party's liability for fraudulent representation or other frauds.
- D. Failure or delay in exercising our rights shall not amount to waiving those or other rights.
- E. Persons other than you and us have no rights to enforce our Agreement with you.
- F. Our Agreement with you supersedes prior communications between you and us.
- G. Subject to any time limits which may apply to your Claim(s) and subject to this Agreement you have the right to seek advice concerning your Claim(s) from third parties and/or to solicit claims handling services elsewhere.
- H. You authorise us to provide you with information about products and services from our group or associated companies and our trusted partners.
- I. References to "you" in this document includes all persons who have signed a copy of our Engagement Letter and/or Letter of Authority.

12. COMPLIANCE

We Fight Any Claim Ltd is regulated by the Claims Management Regulator in respect of regulated claims management activities. Our authorisation number is CRM14824 and our registration details can be confirmed on the Regulator's website: www.gov.uk/moj/cmr