



Terms and Conditions

V1.5.1

Clarity Claims Ltd
Unit 4
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TERMS & CONDITIONS

1. Introduction

- 1.1 Clarity Claims Ltd is a Claims Management Company who specialises in making claims on behalf of clients who have been mis-sold financial services or financial products. We have agreed to make a claim/s, on your behalf, in respect of the potential mis-selling of your financial services or financial products, on the terms of this agreement. We do not give legal advice; our service is limited to the process and administration of claims in relation to the mis-selling of financial services or financial products as set out in this agreement. Clarity Claims Ltd is authorised and regulated by the Financial Conduct Authority under FRN 837247. In the case of pension related claims, you may also have the right to claim via The Pension Ombudsman for free – more information can be found at <https://www.pensions-ombudsman.org.uk/>.
- 1.2 You do not need to use a claims management company to make a complaint to your lender. You have the right to use the Financial Ombudsman Service (www.financialombudsman.org.uk) to seek redress independently, and for free in relation to mis-sold products. You may also have the right to claim via the Financial Services Compensation Scheme (FSCS) for free, if you have been mis-advised and the firm (that advised you) has since failed - more information can be found at www.fscs.org.uk.
- 1.3 This document contains details of the services which Clarity Claims Ltd shall provide you with, and it sets out the obligations and rights applying between the firm and you. If there is anything you do not understand or do not agree with, please contact us or speak to our Compliance Officer immediately, or alternatively, seek independent advice from an appropriately qualified advisor.
- 1.4 These Terms and Conditions constitute the formation of a contract between you and Clarity Claims Ltd. These Terms of Business will come into effect on the date that we receive your correctly completed Application Form and the requisite Identification documents. By accepting these terms, you confirm that:
- 1.5 Clarity Claims Ltd may assess your claim to enable it to determine whether or not it wishes to assist you in pursuing the claim;
- 1.6 We may arrange for a qualified advisor to assist you in your claims;
- 1.7 You agree to be bound by our obligations and that you must abide to our terms of business including Anti-Money Laundering requirements.
- 1.8 You hereby acknowledge and consent that ANY and ALL information that you provide to the advisor will also be shared with Clarity Claims Ltd.

2. Definition of Terms

We, Us and Our means Clarity Claims Ltd whose registered office is at Unit 4, 101-103 Futherwick Road, Canvey Island, Essex, SS8 7AT, company registration number **11552617**.

You and Your means You the person/s entering into this Agreement.

Financial Firm - means any investment adviser, financial adviser, pension provider/adviser, insurance provider/adviser, bank or the provider of any financial service or product against which the claim is made.

Claim – a claim or claims made by Us to the Bank on your behalf relating to one or more of your financial services or financial products.

Compensation – means financial benefit, which you receive as a result of our service, whether this is attributed to your pension fund or paid to you in cash.

3. Scope of Work

- 3.1 If you would like to pursue a claim appointing Clarity Claims Ltd to act on your behalf, we will issue you with a Letter of Authority, so that we may contact your Financial Firm on your behalf, to start the review process.
- 3.2 We will carry out a free initial assessment of your claim. We will correspond with the organisation or individual that sold your financial services or financial products, including requests for valuations, performance data and transaction history together with any and all letters of advice from the Financial Firm in question. Depending on the outcome of this review we will then discuss with you how you wish to process.
- 3.3 Our dedicated administration team will chase responses to ensure information is provided in a timely fashion and we will keep you regularly updated throughout the claims process and where possible we will aim to provide you with likely ongoing timescales.
- 3.4 Once the information has been received, we will carry out our investigations on your case. We will advise you in writing of our findings, our advice and suggested next steps, together with an action plan to escalate your claim.
- 3.5 With financial complaints we must follow strict rules and procedures. Our approach would be to first write to the Financial Firm making a formal complaint stating the reasons for the claim, with supporting evidence. If the Financial Firm then rejects your claim, we will review this decision. If the response is not satisfactory, we will prepare and present your case to The Financial Ombudsman Service (FOS) where we consider it is reasonable to do so.
- 3.6 We will ensure you are kept fully informed of the progress of your claim at all times and will consult you before taking any steps in relation to your claim.
- 3.7 Other than the actions referred to above, we will not be obliged to take any action on your behalf, unless we otherwise agree in writing.

4. No Guarantee

We give no guarantee and make no representation that any claim/s that we make on your behalf will be successful, or that we will be able to recover any particular sum of money, or achieve any particular result, for you and you agree not to hold us liable for any amounts we are unable to recover.

5. Fees and Interest

- 5.1 On successful completion of your claim/s, you pay us 25% (inclusive of all costs) at the current rate, **Our Success Fee**, of:
 - a. The gross amount of any sum recovered, prior to the deduction of any tax, and including any interest that may be awarded; and/or
 - b. the amount by which, any loan to you and/or amount or liability owed by you (including interest), is reduced, written off, cancelled or waived, as a result of, or pursuant or in relation to, or following, a claim or demand (whether by you, or by us), in relation to the alleged mis-selling of financial services or financial products (**Sum Recovered**).

Fee examples (illustration only):

*There may be an additional income tax liability to you, depending on your individual circumstances.

Example 1: No arrears present

Sum Recovered*	£1,000	£3,000	£10,000
Our Success Fee @ 25%	£250	£750	£2,500
Total Money Direct to You	£750	£2,250	£7,500

Example 2: Arrears present. Potential for offset

Sum Recovered*	£1,000	£3,000	£10,000
Arrears Present	£1,000+	£3,000+	£10,000+
Our Success Fee @ 25%	£250	£750	£2,500
Total Money Direct to You	£0	£0	£0
Total Reduction in Arrears Achieved	£750	£2,250	£7,500

*Please note: If previous liabilities exist, any sum recovered may be offset against these existing liabilities. In the instance that the arrears present exceed the sum recovered - you will, where necessary, be liable to pay Our Fee from your own funds.

Example 3: Arrears present: Potential for part-offset

Sum Recovered*	£1,000	£3,000	£10,000
Arrears Present	£1,000	£1,000	£1,000
Our Success Fee @ 25%	£250	£750	£2,500
Total Money Direct to You	£0	£1,250	£6,500
Total Reduction in Arrears Achieved	£750	£1,000	£1,000

*Please note: If previous liabilities exist, any sum recovered may be offset against these existing liabilities. In the instance that the arrears present exceed the sum recovered - you will, where necessary, be liable to pay Our Fee from your own funds.

In the case of pension related claims, the firm's fees may be payable before you have access to your pension, in which case you may be required to pay the firms fees from your own funds.

- 5.2 The standardised figures used for the cost illustrations are not to be taken as an estimate, the fees charged in practice may vary.
- 5.3 We operate a 'No Win No Fee' policy. No Win No Fee means you do not pay us if your claim is unsuccessful and if successful, you only pay our fee once the lender has made compensation payment to you.
- 5.4 If we are successful in securing an offer of compensation for you, we will review the offer, benchmark the offer against industry guidelines (including the Guidelines) and make a recommendation to you as to whether we consider it in your best interests to accept or reject the offer.
- 5.5 If we recommend that you reject the offer of compensation, either: You agree with our recommendation, we will attempt to re-negotiate an alternative offer of compensation for you, and Our Success Fee will then be payable should you receive an alternative offer which we recommend that you accept; or
- 5.6 You disagree with our recommendation and you decide to accept the offer of compensation, Our Success Fee becomes due.

- 5.7 If we recommend that you accept the offer of compensation, either: You agree with our recommendation and you decide to accept the offer of compensation, Our Success Fee becomes due; or
- 5.8 You disagree with our recommendation and you decide to reject the offer of compensation, Our Success Fee becomes due.
- 5.9 In the event that compensation is paid to our Client Account, we will send you the compensation less our fees within 2 working days. You will receive confirmation of this in the form of an invoice, statement or similar.
- 5.10 If the compensation is paid directly to you or your pension scheme, we will send you an invoice for Our Success Fee. This invoice will become payable within 14 days of you, or your pension scheme, receiving the compensation offered.
- 5.11 Our invoice will detail the timescales by which we expect you to have made the due payment for our services to us in full. Unless otherwise agreed with you, this will be within 14 days from the date you receive the funds from the financial business who is settling the complaint, or the date that the funds have been offset against existing arrears.
- 5.12 If any Success Fee remains outstanding after 14 days of the date of you receiving compensation, or 14 days after receiving our invoice, we reserve the right to refer your debt to third parties to pursue you for payment on our behalf, which may impose further penalty fees.

6. Your Obligations

- 6.1 You must complete the application form which requires that you sign both the Letter of Authority and these T&C's.
- 6.2 You must promptly provide to us, at no cost to us, copies of any documents in your possession (in relation to the claim), and with any other information, that we ask for at any time.
- 6.3 You must make full, frank and prompt disclosure to us of all facts that you believe are relevant to your claim/s, and not deliberately mislead us at any time.
- 6.4 You must promptly provide to us, at no cost to us, any authority we ask for at any time, authorising us to carry out our obligations under this agreement and to receive direct payment of the Sum Recovered (as referred to in clause 5.9 above).
- 6.5

7. Termination, lien and set off

- 7.1 If you decide that you do not want to proceed with our services at any time before an offer of compensation is made you can cancel this agreement by post, telephone, email or using our Cancellation Form.
- 7.2 If this Agreement is cancelled on or after an offer of compensation has been made, we will charge our Success Fee of 25%.
- 7.3 We can cancel this agreement if you materially breach any of your obligations and you fail to rectify your breach within 28 days of us telling you (which we will attempt to do by both telephone and post).

8. General

- 8.1 This agreement may be amended from time to time, without notifying you.
- 8.2 This agreement and the documents referred to in it make up the whole agreement between you and us. Nothing in this clause limits or restricts your rights or our rights in respect of any fraud or wilful concealment by the other.
- 8.3 If we do not exercise, or we delay in exercising, any of our rights or remedies under this agreement, this does not mean that we have waived that right or remedy, or waived any other

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right or remedy that we may have, and if we only exercise a right or remedy once, or only exercise part of it, this will not stop us from exercising that right or remedy in the future, or any other right or remedy.

- 8.4 The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.
- 8.5 This agreement and the documents referred to in it are only for the benefit of you and us and are not intended to benefit, or be enforceable by, anyone else.
- 8.6 We may also appoint sub-contractors, agents or other parties and otherwise delegate such obligations and functions as we shall be required to perform in accordance with these Terms, as we shall in our absolute discretion determine.
- 8.7 If either of us needs to notify the other of anything under this agreement, the notice will be sent by recorded delivery post. Notices from us to you will be addressed to you at the address given in this agreement (or to such other address as you have notified to us in accordance with this clause), and if it needs to be sent by you to us, to us at the address given at the head of this agreement (or to such other address as we have notified you in accordance with this clause). Any such notice will be regarded as having been served 48 hours after the notice (provided that it has been correctly addressed and prepaid) has been posted. To prove service, it is sufficient to prove that the envelope containing the notice was properly addressed and delivered into the hands of a licensed postal operator for delivery, as referred to above.
- 8.8 You are not required to use a claims management company to pursue your claim. You have the right to go direct to your lender, or to use the Financial Ombudsman Service (www.financial-ombudsman.org.uk) to seek redress independently and free of charge. You may also have the right to claim via the Financial Services Compensation Scheme (FSCS) for free, if you have been mis-advised and the firm (that advised you) has since failed – more information can be found at www.fscs.org.uk.
- 8.9 For the purpose of any data protection legislation, as amended from time to time, you agree that we, and our associates, may collect, store, process and retain personal and sensitive data relating to you in carrying out our duties under these Terms. For full details please refer to our Privacy Policy which is available online and can be provided upon request.
- 8.10 To avoid any misunderstanding; in the event of there being any inconsistency between any of these Terms and any relevant rule of the Financial Conduct Authority the relevant rule will take precedence:
- 8.11 In these Terms, any reference to any statute, subordinate legislation (including without limitation the Financial Conduct Authority) shall be to such statute, subordinate legislation or rules as amended or extended from time to time.
- 8.12 In the event that any provision or any part of any provision of these Terms is held to be unenforceable or illegal, in whole or in part, such provision or part shall to that extent be deemed not to form part of these Terms, but the enforceability of the remainder shall remain unaffected.
- 8.13 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and only the parties to it may enforce and benefit from these terms.
- 8.14 We may amend, suspend and/or terminate any or all of the Services at any time, where reasonably practicable we will give advance notice of this, but this may not always be possible and/or practical for business reasons.
- 8.15 The construction, validity and performance of this agreement will be governed by and interpreted in accordance with English Law and you and we agree that the English Courts will have exclusive jurisdiction over such matters, however we will have the right to take action against you in relation to this agreement in any Court, in any country, if we feel that it is necessary.

9. Data Security

- 9.1 The Firm will treat all your information as private and confidential (even when you are no longer a client). Nothing about your relationship with us or your name and address will be disclosed to anyone, including a connected company without your permission, unless: we are legally compelled, or it is in the public interest to do so; or it is in our interests to do so (e.g., to protect us from or to recover loss) according to the Data Protection Act 2018 and the EU General Data Protection Regulation.
- 9.2 When considering applications and where appropriate from time to time during your relationship with Clarity Claims Ltd, we may conduct searches with credit reference agencies who will supply us with information which may include information from the Electoral Register, for the purpose of verifying your identity. The agencies will record details of the search type, or identification, whether or not this application proceeds. The Firm may use credit-scoring methods to assess applications and to verify your identity and The Firm may also search the Electoral Register itself and carry out other identity checks.
- 9.3 Clarity Claims Ltd, Connected Companies and other companies may use the record of credit searches and any other information held by the agencies if credit decisions are made about you, or other members of your household. Any of this information may also be used for identification purposes, debt tracing and the prevention of money laundering as well as the management of your account.
- 9.4 To prevent or detect fraud and to assist in verifying your identity, The Firm may exchange information with its connected companies and make searches of records held at fraud prevention agencies who will supply The Firm with information. The Firm may also pass information to financial and other organisations involved in fraud prevention to protect The Firm and its customers from theft and fraud. If you give The Firm false or inaccurate information and The Firm suspects fraud, The Firm will record this. The Firm, Connected Companies, and other companies may use this information if decisions are made about you or others at your address(es) on credit or credit-related services or motor, household, credit, life or any other insurance facilities. It may also be used for debt tracing, claims assessment and verifying identity. The Firm and the credit reference and fraud prevention agencies will also use the records for statistical analysis about credit, insurance and fraud.
- 9.5 To ensure that The Firm carries out your instructions accurately, to help it to continually improve its service and in the interests of security, The Firm may monitor and/or record your telephone calls and e-mail communications with it. In the interests of security, The Firm may use CCTV recording equipment in and around its premises. All recordings are The Firm's sole property.
- 9.6 The Firm may need to make and retain photocopies of passports, driving licences or other identification evidence that you provide.
- 9.7 If a banker's reference about you is requested, The Firm will ask you for your written consent before it is given. However, if The Firm receives a request from another financial services institution to verify your identity for money laundering prevention purposes, The Firm will provide this information without reference to you
- 9.8 You have the right of access to your personal records held by credit and fraud prevention agencies. The Firm will supply the names and addresses of the credit reference and fraud prevention agencies The Firm uses upon request.
- 9.9 You confirm that you have read and understand and agree to the processing of information as described above. Subject to applicable law, individuals may have the right to request copies of your personal data held on file subject to a processing fee. You acknowledge and agree (on your own behalf and duly authorised on behalf of any third party whose details you supply) that the processing (including disclosure) of information described above is necessary or desirable for the provision of relevant services and the operation of The Firm's business or performance of its rights and obligations owed to you or a third party. You acknowledge and agree that the processing and disclosure of information as described above will involve the transfer of

information outside the European Economic Area, including to countries worldwide which do not have data protection laws. Any consent given by you in this Agreement is without prejudice to any other rights of The Firm to process information relating to you under the terms of any other agreement or as otherwise permitted by applicable law.

10. Liability

10.1 Clarity Claims Ltd, its directors, officers, employees or agents do not accept any liability for loss, including loss of profit, costs, taxes or expenses suffered or incurred by you as a result of or in connection with the provision of services hereunder by The Firm unless, and then only to the extent that, such loss, costs, taxes or expenses are caused by proven negligence or wilful default on the part of the Firm or such directors, officers, employees or agents in the provision of such services.

10.2 Notwithstanding the foregoing, The Firm does not seek to exclude or restrict, or to rely on any exclusion or restriction of, any duty or liability The Firm may have to you under the rules of the Financial Conduct Authority.

11. Complaints Procedure

We pride ourselves on providing a professional service. If you are not happy with our service in any way, we would like to hear about it. A full copy of our complaints policy and procedure are available on our website www.clarityclaims.com. Please address your complaint in writing to:

FAO: Head of Compliance
Clarity Claims Limited
Unit 4 101/103 Futherwick Road
Canvey Island
Essex, SS8 0ES
Email: compliance@clarityclaims.com

If for any reason you are not satisfied that your complaint has been resolved fairly, then provided you are an 'eligible complainant' you are entitled to refer the matter to the Claims Management Ombudsman at the Financial Ombudsman Service.

Claims Management Ombudsman
Exchange Tower
London
E14 9SR
Tel: 0800 023 4567

Further information can be found on their website: <https://cmc.financial-ombudsman.org.uk>