THE FAIR TRADE PRACTICE – CLAIMS SPECIALIST PBA TERMS AND CONDITIONS

Here at the Fair Trade Practice we are committed to providing an excellent service to those who have been mis-sold a packaged bank account (PBA). We believe in transparency, which is why it is important that you read our terms and conditions carefully. They explain our responsibilities to you and vice versa.

1. DEFINITIONS

1.1 When we use the following words in these terms, this is what they will mean.

(a) **Claim** – a claim (or claims) against a lender (or lenders) that you are instructing us to make on your behalf.

(b) **Event outside our control** – any act or event beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial action by other organisations, civil commotion, riot, terrorist attack or threat of terrorist attack, war, fire, explosion, storm, flood, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

(c) **Fee** – Our fees are subject to Regulatory Change and will be charged at the prevailing maximum rate; however we will never charge you in excess of 30% inclusive of VAT.

(d) **Financial award** – a reasonable offer of recompense you receive from the lender made in accordance with FCA guidelines or any other reasonable offer for packaged bank account charges, including life cover and critical illness cover if this is combined. This includes payment towards arrears and any interest awarded before tax is deducted.

(e) **Lender** – the company (or companies) against which you want to make a claim (this may be an intermediary such as a broker).

(f) **Letter of authority** – the letter containing your instruction and authority for us to act on your behalf in relation to a claim.

(g) **Instruction** – your instruction to us to provide the services contained in the letter of authority.

(h) **Services** – investigation into whether you have a claim, making a claim (where appropriate) on your behalf and all associated services that we are providing to you in line with your instruction.

(i) **Terms** – the terms and conditions set out in this document.

(j) **We, our, us** – The Protection Specialist Limited trading as 'The

Fair Trade Practice – Claims Specialist', company registration number 06969129, registered office at Fair Trade House, 3 Whittle Avenue, Fareham, PO15 5SH.

(k) **You, your** – the person or, in the case of joint applicants people, we provide our services to.

(l) **Investigation** – Looking in to whether you can make a claim.

1.2 When we use the words 'writing' or 'written' in these terms, we also include email unless we say otherwise.

2. OUR CONTRACT WITH YOU

2.1 These are the terms and conditions on which we supply services to you.

2.2 Before you sign and send us the letter of authority, please make sure that you read these terms carefully, and check that the details on the letter of authority and in these terms are complete and accurate. If you think that there is a mistake, please contact us to discuss it, and please make sure that you ask us to confirm any changes in writing to avoid any confusion. Any changes will only be valid if they are made in writing by us.

2.3 These terms become binding upon you and us once you have signed the letter of authority for a claim.

2.4 We will give you a case ID number when we receive your signed papers back. Please quote the case ID number whenever you contact us.

3. CHANGES TO INSTRUCTION OR TERMS

3.1 We may change these terms in the following circumstances.

(a) If we change the way we accept payment from you.

(b) If there are changes in relevant laws and regulatory requirements.

3.2 If we have to change these terms under clause 3.1, we will give you at least one month's written notice before any change takes effect.

3.3 If you do not agree with the changes, you can choose to cancel the contract in line with clause 8.

3.4 You may make a change to your instruction within 14 calendar days of the date you return the signed letter of authority to us. Please contact us verbally or in writing if you want to do this.

4. PROVIDING SERVICES

4.1 We will supply the services to you from the date we receive your

signed authority.

4.2 We will make every effort to complete the services as quickly as we can but how long a claim takes will depend on how quickly a lender deals with a claim. There may also be delays due to an event outside our control.

4.3 We may ask for your documents from your lender by making a data subject access request (DSAR). You will not be charged for a DSAR even if we win your claim. We will only need a DSAR if you cannot provide details about your packaged bank account, or in cases where you cannot provide statements showing the charges applied to your account or cannot provide information relevant to the complaint. We may also ask for a DSAR to audit the information provided by the lender.

4.4 You agree that you will provide any information we request, and return any documents we need you to return as soon as reasonably possible to allow us to provide the services to you.

4.5 You agree that while your contract with us is in force you will not:

(a) appoint any other person or firm to act on your behalf in respect of a claim;

(b) have direct contact with the lender about a claim without our agreement;

(c) negotiate with any other organisation with a view to settling the claim; or

(d) accept any offer of settlement of a claim (whether by way of financial award or otherwise) without giving us notice of the detail of the offer.

5. IF THERE IS A PROBLEM WITH THE SERVICES

5.1 If you have cause to complain about our service, we believe that you have the right to a fair, swift and courteous response to any complaint raised. Once we are in receipt of your complaint we will deal with it promptly and in a positive manner. We set out below our complaints process.

a) You can make a complaint by any reasonable means including telephone, social media, email, letter or in person.

b) We will make a record of any complaint made and will send a written acknowledgment to you within 5 business days unless the complaint is resolved beforehand.

c) Your complaint will be passed to one of our nominated complaints handlers. Where they consider the complaint is one that can be

resolved informally they will discuss the complaint with you and seek to resolve it within 5 business days.

d) Where the complaints handler is unable to resolve the complaint informally within 5 business days the complaint will be referred to the compliance manager.

e) We will then investigate your complaint fully and send a final response to you within 8 weeks of receipt of your complaint.

f) If we are unable to provide you with a final response within 8 weeks we will write to you explaining why and advise you when you can expect a final response.

g) Where we have not provided a final response within 8 weeks from the date of your complaint, or you are dissatisfied with the final response you have received at any stage of the complaints process, you can refer your complaint to the Legal Ombudsman Service by:-

Writing to:-

Legal Ombudsman
PO Box 6804
Wolverhampton
WV1 9WG

Emailing:- cmc@legalombudsman.org.uk
Telephoning:- 0300 555 0333

h) Any referral to the Legal Ombudsman must be made within 6 months of receipt of our final response.

5.2 As a consumer, you have legal rights in relation to services not carried out with reasonable skill and care. You can get advice about your legal rights from your local citizens advice bureau or Trading Standards office. Nothing in these terms will affect these legal rights.

6. PRICE AND PAYMENT

6.1 If we are paid a financial award, we will keep our fee of 30%, inclusive of VAT, and pay the rest to you. We will give you a receipted invoice for our fee.

6.2 If a lender makes a reasonable financial award after we have started providing the services to you, and that offer is agreed by you, or by us on your behalf, we will send you an invoice for our fee. Each invoice will quote the case ID number. You must pay each invoice within 14 calendar days of the date of receiving a financial award using one of the following methods, or by any other method we agree to.

(a) Using our website at www.thefairtradepractice.co.uk/make-a-payment.php

(b) Direct into our bank account: sort code 40-21-03, account number 12025973, quoting your case ID as the payment reference.

(c) By debit card or credit card by phoning us on 01489 660270.

6.3

(a) If we have sent a complaint to a lender who informs us that you did not have a packaged bank account, or for some other reason will not make an offer of a financial award to you for that complaint, but they subsequently make such an offer, then you will still have to pay our fee.

(b) If you accept any financial award from the lender and do not tell us, you will still be responsible for paying our fee and you must tell us how much you received so we can send you an invoice in line with clause 6.2.

(c) If you refuse to accept a reasonable offer from a lender we will treat this as if you have received a financial award and you will still have to pay our fee which we will work out using that reasonable offer and send you an invoice in line with clause 6.2.

(d) If a lender takes off the basic rate of tax from a financial award, we will charge our fee based on the full amount before tax.

(e) Examples of our fees are as follows.

EXAMPLE A

We recover a Financial Award of £3,000. Our fee would be as follows:

Total Financial Award £3,000
Our total fee (30% inc.VAT) £900
Remaining compensation £2,100
You receive £2,100

EXAMPLE B

We recover £3,000 compensation of which £0 is cash in hand and £3,000 is used to pay off arrears you have on your packaged bank account. Our fee would be as follows.

Total Financial Award £3,000
Our total fee (30% inc.VAT) £900
Amount used to pay
off arrears £3,000
Remaining compensation £0
You pay us from your own funds £900

Warning: In this example, please be aware that you will have to pay

our fee from your own funds as the compensation you would have received has been used to pay off your arrears. Arrears mean that you are not keeping to the agreed terms of your overdraft limit.

6.4 If you do not pay us the full amount payable to us by the due date we may charge interest to you on the overdue amount at the rate of 8% a year. This interest will build up each day from the due date until the date you actually pay us the overdue amount, whether before or after a judgment in a court. You must pay us interest together with any overdue amount.

6.5 If you do not pay us the full amount payable to us by the due date, we may charge a late payment fee of £30 on the overdue amount together with any interest as set out in clause 6.4

6.6 We may also add the costs of any invoice reminder chasing letters to the outstanding debt (£18 inc.VAT for each letter), the costs of chasing any phone calls (£12 inc.VAT first, £4.20 inc.VAT to any further calls up to £60 inc.VAT), together with any interest as defined in clause 6.4.

6.7 However, if you disagree with the amount of an invoice and contact us to let us know promptly after you have received an invoice, clause 6.4 will not apply for the period of the dispute.

6.8 We may charge you for any reasonable costs we have to pay in trying to recover our fee from you, including legal costs, and court fees. We may charge you £100 if we have to use the services of a debt-collection agency.

7. OUR LEGAL RESPONSIBILITY TO YOU

7.1 We do not guarantee the success of any claim, or the value of any financial award.

7.2 If we fail to keep to these terms, we are responsible for loss or damage you suffer that is foreseeable as a result of us breaking the terms or where we have been negligent. However, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of us breaking the terms or if you or we believed this may happen at the time we entered into this contract with you.

7.3 Our liability is only excluded where permitted by law.

7.4 We will not be responsible if we fail to carry out, or delay in carrying out, any of our responsibilities under these terms if this is caused by an event outside our control.

8. YOUR CANCELLATION RIGHTS

8.1 You may cancel your instruction within a cooling-off period of 14 calendar days of the date you return your signed letter of authority to us. To cancel, please contact us verbally or in writing. If you cancel within the cooling-off period, you will not have to pay us anything.

8.2 You may cancel your instruction at any time after the cooling-off period by contacting us verbally or in writing. You will not have to pay us anything.

8.3 You may also cancel your instruction by contacting us verbally or in writing if we are affected by an event outside our control or if we change these terms under clause 3.1 and this causes you a significant disadvantage.

8.4 Once we have begun to provide the services to you, you may immediately cancel the contract for services by giving us written or verbal notice if:

(a) we break this contract in any significant way and we do not correct or fix the situation within 30 days of you asking us to in writing;

(b) we go into liquidation or a receiver or an administrator is appointed over our assets;

(c) we change these terms under clause 3.1 to your significant disadvantage; or

(d) we are affected by an event outside our control.

8.5 You can cancel by using the cancellation form on our website at www.thefairtradepractice.co.uk/cancellation-form but do not have to use that form as long as cancellation is communicated verbally or in writing.

9. OUR CANCELLATION RIGHTS

9.1 We may have to cancel the contract before the services start due to an event outside our control or the unavailability of key personnel without who we cannot provide the service. We will contact you as soon as practicable if this happens.

9.2 Once we have begun to provide the services to you, we may cancel the contract at any time by giving you at least 14 calendar days' notice in writing.

9.3 We may cancel the contract for services immediately at any time by giving you written notice if:

(a) you do not comply with clause 4.4 of the contract

(b) you fail to pay us our fee in respect of any other contract we have with you

(c) you break the contract in any other significant way and you do not

correct or fix the situation within 14 days of us asking you to in writing.

10. IMPORTANT INFORMATION ABOUT CLAIMS

10.1 You do not have to enter in to a contract with us. You can make a claim yourself to the lender or to the FSCS (if the lender is no longer trading) and you could refer the claim to the FOS if you are not happy with the lender's response. You could also instruct someone else, such as a different claims management company, to make a claim on your behalf. If instead you choose to sign and return our letter of authority,you will have to pay any fees due as set out in these terms.

10.2 If a successful claim results in your payment protection policy (or similar policy) being cancelled, you understand that:

(a) you may not be able to continue any claim for benefits under that policy; and

(b) it is your responsibility to arrange a suitable replacement policy if you need one.

11. INFORMATION ABOUT US AND HOW TO CONTACT US

11.1 We are a company registered in England and Wales. Our company registration number is 06969129 and our registered office is at The Fair Trade Practice, Fair Trade House, 3 Whittle Avenue, Fareham, PO15 5SH. Our registered VAT number is 996428852.

11.2 We are regulated by the Claims Management Regulator in respect of regulated claims management activities. Our authorisation number is CRM23387. If you need to contact us you can do so by:-

(a) Emailing our customer services team at customerservice@thefairtradepractice.co.uk.

(b) Visit us in person.

(c) Writing to us at the address listed above.

(d) Call us on 01489 660300.

If we have to contact you or give you notice in writing, we will do so by email, by hand, or by post to the current address you give.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

12.1 We take your privacy very seriously. We will not give your personal information to any other person or organisation outside of the Fair Trade Practice brand. We will only use the personal information you provide us with to:

(a) administer your account

(b) provide the products and services you have requested from us

(c) process your payment for these services

(d) inform you of other similar products and services provided by The Protection Specialist and our associated group of companies that we think you may be interested in.

12.2 You can choose to change the medium of communication you receive from us e.g. letter, email, sms and phone, or opt out of Marketing at any time by emailing customerservice@thefairtradepractice.co.uk or calling 01489 660300.

13. OTHER IMPORTANT TERMS AND INFORMATION

13.1 This contract is between you and us. No other person will have any rights to enforce any of its terms save that we have the right to assign our interest in this contract to another party.

13.2 If the contract is cancelled clauses 6.2 to 6.8 of these terms and conditions survive the cancellation.

13.3 If you have been referred to us through our recommend-a-friend scheme, the person who recommended you will receive a reward. Currently this reward is a £20 Love2Shop voucher or Amazon e-voucher for a PPI referral and a £20 Love2Shop voucher if the referral is for a Lloyds PBA claim. If the referrer chooses an Amazon e-voucher it is the referrer's responsibility to keep secure the unique code that is provided to enable them to redeem the value of the voucher.

We have no liability for any loss arising as a result of the referrer's inability to redeem their voucher resulting from a failure to keep the unique code secure. If you refer someone to us through our recommend-a-friend scheme, you must be an individual and not a business or an individual acting as a business.

13.4 We will account for interest on all money held in client accounts in line with the Conduct of Authorised Persons rules covering these funds.

13.5 If any claim we investigate is affected by a current or completed individual voluntary arrangement (IVA), bankruptcy, or involves another third-party debt management company, any financial award is likely to go towards paying off your debt.

13.6 Each paragraph of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, it will not affect any of the other paragraphs.

13.7 If we fail to insist that you carry out any of your responsibilities under these terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have 'waived' our rights against you and will not mean that you do not have to keep to those responsibilities. If we do waive one of your responsibilities, we will only do so in writing, and that will not mean that we will automatically do so

again if the problem happens again.

13.8 These terms are governed by English law.
Any dispute will be dealt with by the courts of England and Wales.

13.9 During the time we are investigating your claim we will provide updates and request information from you using the details you have provided as the originator of the claim. On occasion, to ensure we deal with the claim as efficiently as possible, we may communicate with additional claimants you have named on your claim pack, unless instructed by you not to.

THE FAIR TRADE PRACTICE – CLAIMS SPECIALIST RECOMMEND A FRIEND TERMS AND CONDITIONS

Here at the Fair Trade Practice we are committed to providing an excellent service. We believe in transparency, which is why it is important that you read our terms and conditions carefully. They explain our responsibilities to you and vice versa.

1. The Protection Specialist t/a The Fair Trade Practice (TFTP) will give the person who recommends someone they know (the referrer) a £20 Love2Shop Voucher or Amazon e-voucher (there is no cash alternative) per PPI recommendation or a £20 Love2Shop Voucher (there is no cash alternative) per Lloyds Packaged Bank Account (PBA) recommendation, subject to a maximum of 25 recommendations.
2. If you (the referrer) refer someone for both PPI and PBA you will be issued a voucher based on which pack is returned 1st.
3. If you (the referrer) refer someone who is already a customer, for an alternative product, you will not be issued a voucher.
4. The referrer will only be eligible to receive vouchers for recommendations if they have entered into an agreement with TFTP.
5. The referrer is only entitled to a voucher if the person they recommended enters into an agreement with TFTP for TFTP to act on their behalf.
6. The referrer will be allowed to choose which type of voucher they prefer for PPI recommendations only, but TFTP reserve the right to change the type of voucher the referrer receives at their absolute discretion.
7. The company providing the voucher may impose their own terms and conditions as to the voucher and TFTP have no liability as to how those terms and conditions operate.
8. If the referrer chooses Amazon e-vouchers it is the referrers responsibility to keep secure the unique code that is provided to the referrer to enable them to redeem the value of the voucher. TFTP have no liability for any loss arising as a result of the referrer's inability to redeem their voucher resulting from a failure to keep the unique code secure.
9. As an alternative to sending the referrer a voucher TFTP will be happy to award an equivalent amount to a nominated registered charity if requested to do so by the referrer.
10. The referrer will only be eligible to receive a voucher when they recommend someone who has given permission for their details to be passed to TFTP.

11. Where someone is recommended who is not known to the referrer, or is known by them but has not given permission to be contacted. TFTP will not reward the referrer for the recommendation.

12. If the referrer recommends more than one person who is not known to them or has not given permission to be contacted, TFTP will withdraw the recommend a friend scheme for the referrer immediately and they will not be eligible to receive any further vouchers. In such circumstances TFTP may also choose not to honour the existing recommendations made by the referrer.

13. Where the referrer has recommended someone, who is not known to them or who hasn't given permission to be contacted, they may be considered to be operating an unauthorised claims management business which is an offence under the Compensation Act 2006.

14. TFTP reserves the right to withhold issuing of the vouchers for a recommendation where the referrer is outside of payment terms.

15. TFTP will not accept recommendations through this scheme if the referrer is a business. Recommendations are only accepted from individuals who are not in business. However if you are a business, please contact us as we may be able to enter a different agreement with you.

16. In the event that a recommendation is duplicated by two referrers, TFTP will award vouchers to the referrer who made the recommendation first. In the event that this is impossible to verify, the vouchers will be split equally between the referrers.

17. TFTP reserves the right to withdraw the Recommend A Friend Scheme at any time and without notice. In such circumstances, all recommendations notified to TFTP at the point of withdrawal of the scheme would be honoured but the referrer would not be entitled to receive a voucher for any recommendations after that point.

Once you have read and accepted these terms and conditions and if you are happy with them, please sign the accompanying letter of authority.

If there is anything within the terms and conditions that you are not sure about, please call us on 01489 660300 and a member of our team will be happy to help you.