

Contract for Services Relating to Car Finance Mis-Selling Claims

Between

Chase Monro Claims Ltd ('The Company') of 5 Glenn Buildings South, 10a Moor Lane, Crosby, Liverpool, L23 2UN
(*'The Company'*)

And

(*'The Client'*)

The Company provides the following services

A compensation claim in respect of a mis-sold car finance agreement(s).

The Company will acquire all the documentation required from the Third Party and any other parties to assess the claim.

If the company believes that the claim has merit the company shall act on behalf of the Client to seek compensation. The company makes no representation or warranty to the client that Compensation will be obtained or is any way guaranteed. The Company charges on a no win no fee basis (subject to cancellation charges).

The Company will assess the most appropriate method of pursuing your claim. It will make the final decision on which (if any) of the two possible claim pathways your claim will be placed upon. These claim pathways are, 1) An irresponsible lending complaint submitted to your lender which may subsequently be escalated to the Financial Ombudsman Service if not upheld by the lender, and 2) A complaint submitted to your lender in relation to the commission structure contained within your regulated finance agreement. Chase Monro may pursue both of these pathways if appropriate.

Chase Monro may refer your claim to a panel of solicitors if deemed appropriate.

Charges for Service

Redress band	Consumer redress obtained		Max % rate of charge	Max total fee
	Lower (£)	Upper (£)		
1	£1	£1,499	30%	£420
2	£1,500	£9,999	28%	£2,500
3	£10,000	£24,999	25%	£5,000
4	£25,000	£49,999	20%	£7,500
5	£50,000	NA	15%	£10,000

Please refer to the Company's Terms and Conditions below for further details of how the success fee is calculated. Please see our terms and conditions below for information on how fees will be paid.

The company charges a service fee which is dependent on the level of redress that is offered to you. VAT is chargeable on each service fee (at the standard prevailing rate applicable being 20%) for the provision of claims management services under this agreement.

Below are several worked examples detailing how our service fee is applied for any offer of redress/compensation.

Redress secured	Company Fee	VAT	Total due to Company
£1400	30% = £420	£84	£504
£7000	28% = £1960	£392	£2352
£12000	25% = £3000	£600	£3,600
£25000	20%= £5000	£1000	£6000
£50000	15% = £7500	£1500	£9000

The service fee is based on the gross amount of redress awarded, including any deduction from your redress imposed by your lender for tax purposes. The fee illustrations are not to be taken as an estimate of the amount likely to be recovered for you. The Company service fee(s) will reduce the amount of cash in hand compensation you will retain.

If you have any outstanding liabilities with the firm whom the claim is to be made any damages, compensation or settlement monies might, in certain circumstances be off set against those outstanding liabilities and you will where necessary, need to pay the firms fees from your own funds.

For all claims referred to a solicitor by Chase Monro Claims, the Company will not charge you any fee directly (subject to cancellation charges referred to in our Information Sheet enclosed). However, you will be required to sign an agreement with our chosen firm of solicitors who will be handling your claim. The terms of this agreement with the firm of solicitors will reflect charges consistent with those illustrated within this agreement.

Chase Monro Claims will be paid a referral fee from the firm of solicitors for providing our services to you and the firm of solicitors. Our fee is paid to us directly by the solicitor representing you.

Client Authorisation to Chase Monro Claims Ltd

I authorise The Company to act on my behalf as my claims management company in the handling of my claim and recovery of monies in relation to a car finance claim. I give The Company full authority to refer the claim to The Financial Ombudsman Service if this is believed to be in my best interest. I give The Company full authority to refer my claim to a member of Chase Monro's panel of solicitors to issue the claim on my behalf. If my claim is referred to a solicitor, I agree to sign a further Conditional Fee Agreement or Damages Based Agreement, the terms of which I understand will include a fee equivalent to fees illustrated within this agreement.

Client Acknowledgement

I acknowledge that I may be able to recover monies from the credit provider/ insurer/ bank/ broker myself for free without the involvement of The Company and if not successful I may be able to pursue my claim using the Financial Ombudsman Service. However, I have instead opted to engage The Company whose Service Charge will be recoverable from any monies recovered. I acknowledge that if I settle directly with the third party after the commencement of this Contract I will be jointly and severally liable for the payment of the Service. The Charge for which is stipulated in this Contract. If I am awarded redress under the introduction of any consumer redress scheme by a market regulator in relation to the regulated finance agreement(s) to which this contract relates I will remain liable for the payment of fees due under the terms of this agreement.

Client Declaration of truth

I give The Company full authority to handle my claim against the bank/ building society/ insurer/ credit provider/ adviser/ intermediary and recover money owed to me/ us on my/ our behalf. I confirm that the information given in this Contract, and any questionnaires signed by me is to the best of my knowledge an accurate and truthful reflection of my recollections.

I have read the Chase Monro Terms and Conditions and agree to be bound by the Company's Privacy Policy, this Contract and the Company's Terms and Conditions below.



Consent to Conduct a Soft Credit Search

I confirm that I consent to a soft credit search to be carried to assist with my claim. I understand that this will not affect my credit score. Chase Monroe Claims will receive a credit report, and a soft search footprint will be retained on my credit file.

☐ I, as signed below agree to be bound by the clauses contained within the above contract.

Signature & Date

[Document ID and/or Digital Audit Trail]

Terms & Conditions

Definitions

'Administration Charge' means such costs incurred in processing, preparation and submission of the Client's claim (including without limitation any charges payable to the Third Party whether under the Data Protection Act 1998 or otherwise in order to obtain details relating to the Client's claim for Compensation) incurred by the Company until the time that the Client's written notice of termination is received by the Company.

'Benefit' means all non-monetary benefits in whatever form including without limitation all benefits that will arise from any waiver, cancellation, reduction, saving, deduction or rescheduling of any outstanding or future loan or interest payments, credit repayments, premiums, charges or other interest or administrative payments (or any offsetting or relief against the same) or any other saving, inducement, discount, rebate offered in relation to any other products or services offered by a Third Party or persons connected to the Third Party. The award of any redress/compensation under the introduction of any consumer redress scheme by a market regulator in relation to the regulated finance agreement(s) to which this contract relates. Benefits are calculated Gross of any deduction made in respect of taxes due on any amount awarded.

'Client' means the client of the Company.

'Compensation' means the total monies and the full value of Benefits (as defined above) offered by the Third Party whether as compensation, as a gesture of goodwill or otherwise arising from any claim made by the Company on behalf of the Client for complaints about a regulated car finance agreement or any reduction in money owed by the debtor to the creditor as a result of the Company's actions. Where such an offer is revised on appeal, then the higher amount shall be used in order to calculate the amount of the Compensation, provided that the client is still under contract and has not previously exercised their right to terminate the contract. The total amount awarded under the introduction of any consumer redress scheme by a market regulator in relation to the regulated finance agreement(s) to which this contract relates.

'Company' means Chase Monro Claims Ltd.

'Contract' means the contract between the Company and the Client for the provision of the Services, comprising the signed Contract & Terms and Conditions.

'Services' means all or any of the services as specified in the Contract.

'Service Charges' means the charges payable by the Client set out in the Contract.

'Third Party' means any bank, person, firm or company that sold or marketed a regulated car finance agreement to the client, or brokers or intermediaries or person or body which disadvantaged the Client.

'VAT' means value added tax at the then prevailing rate.

Regulatory Status

Chase Monro is authorised and regulated by the Financial Conduct Authority FRN: 831404.

Duration

The Contract shall commence on the date on which the Client's signed Contract has been received by the Company and unless terminated earlier as provided below shall continue until:

Compensation is recovered for the Client by the Company and the Service Charges or the Administration Charges (as applicable) are paid by the Client; or

The Company advises the Client in writing that it is unable to recover Compensation; or

The Company exercises its right not to pursue a claim for Compensation, but this is without prejudice to any rights the Client may have to make a claim.

The Client exercises his right to cancel the contract within 14 days of the Contract having been received, without charge; or

The Client exercises his right to cancel the contract after 14 days of the signed Contract having been received. The Company reserves the right to make a termination charge that will reflect the work undertaken by the Company in fulfilling its services. The company shall limit any charge to what is reasonable in the circumstances up to the amount which could be due to the company if the contract was not terminated and full compensation received by the client.

Services

The Company agrees with the Client:

That it will use its reasonable endeavours to pursue an application for Compensation from the Third Party on behalf of the Client where the Company believes that it is reasonable to do so, having regard to the merits and the value of the Client's claim;

To notify the Client promptly and in writing if it decides that it will not pursue an application for Compensation;

To use reasonable endeavours to keep the Client informed of the progress of the claim;

That it will not seek to recover the Service Charges should the application to the Third Party for Compensation prove unsuccessful;

To act in the best interests of the Client at all times;

Charges

The liability for the Client to pay the Service Charges is (where the Client is more than one person) joint and several. This means that the Company can recover all of such charges from any person who is the Client.

Debt Recovery

In the event the Client has refused to pay the Company's Service Charges or where all fair and reasonable attempts to establish an affordable payment plan to pay the Company's Service Charge have failed, the Company shall take steps to recover any Service Charges due and unpaid by the Client to the Company, the Client shall pay to the Company the Company's costs (including administrative costs) of taking such steps and in addition the Client undertakes that it will at all times be responsible for all costs and expenses incurred by the Company, including but not limited to, Court fees, interest and administrative fees in recovering from the Client any Service Charges due and unpaid from the Client to the Company.

General Obligations of the Client

The Client agrees with the Company:

To provide the Firm with all documentation likely to be needed to pursue the claim(s). This includes documentation showing the respondent(s) and the client had a relationship and documentation that evidences the alleged wrong doing.

To notify the Firm prior to entering into this agreement whether the client has any outstanding liabilities owed to a respondent

To notify to the Firm if in Great Britain or in any other jurisdiction if any of the following has occurred or is likely to occur:

- (a) Have ever been declared bankrupt
- (b) Are subject to a bankruptcy petition

- (c) Are subject to, or have ever been subject to, an individual voluntary arrangement.
- (d) Have proposed an individual voluntary arrangement which is yet to be approved or rejected by creditors
- (e) Are currently subject to, or have ever been subject to a debt relief order; or
- (f) Are or have ever been subject to any other similar process or arrangement which is similar to those listed in (a) to (e) including but not limited to sequestration. If so, any compensation monies might, in certain circumstances be off set against your outstanding debts and that you will where necessary need to pay the firms fees from funds that are not subject to the arrangement listed in (a) to (f).

To provide promptly all such information as the Company may from time to time reasonably request;

To ensure that all information sent to the Company is true, accurate, and not misleading;

To authorise the Company to act on its behalf to contact the Third Party or such other persons, firms or companies as the Company considers necessary to perform the Services and to authorise the release of any such information as the Company deems appropriate

To authorise the Company on an exclusive basis to negotiate on the merits of the Client's claim;

To deal with all correspondence from the Company promptly, including without limitation to return to the Company either the Third Party's acceptance form or a letter rejecting the Third Party's offer as soon as reasonably practicable and in any event within 28 days.

Not to appoint any other claims handling company or other person, firm or company to provide the Services during the term of the Contract without the prior written consent of the Company;

Not to pursue the claim during the term of the Contract personally and not to contact the relevant dispute resolution service;

Not to contact or correspond or communicate with the Third Party without the consent of the Company, as this may prejudice any ongoing negotiations;

To 'opt out' of any collective actions being brought against a Third Party which you would otherwise be included in if not engaged by Chase Monro Claims;

To immediately copy to the Company any correspondence it receives from the Third Party;

That it has not previously claimed or received compensation or an offer of compensation from the Third Party relating to the regulated finance agreement(s) to which this claim relates.

To notify the company when an offer of redress/compensation is made by a respondent.

To notify the company when in receipt of redress/compensation paid by a respondent.

Risks

These are the following risks involved in making a claim:

The possibility of not recovering any cash in hand redress but becoming liable to pay the company fees.

If you have outstanding liabilities with the respondent there is a possibility that any compensation/redress will be off-set against those outstanding liabilities and the client may still be liable to pay the company's service fees from own funds.

If the client, whether in Great Britain or in another jurisdiction have been subject to bankruptcy, a debt relief order, an IVA, sequestration or a similar arrangement the compensation/redress might, in certain circumstances be off-set against the client's outstanding debts; and the client will, where necessary, may still be liable to pay the company's service fees from own funds.

The company excludes liability to you for any tax liability incurred due to your failure to pay tax on the compensation/redress received. It is the client's responsibility to fulfil their personal tax obligations. Professional financial advice should be sought by the client if in doubt of their tax obligations.

Payment Obligations of the Client and the Company

The amount of the Service Charges payable by the Client to Chase Monro Claims is set out in this agreement. The amount the Service Charges payable by the Client to any appointed Solicitor is set out in the signed Contract relating to the Services and in the Solicitor's, Damages Based Agreement ('DBA'). The Client agrees that it is liable to pay the Service Charges to either Chase Monro Claims or an appointed Solicitor when Compensation is paid directly to the Client by the Third Party.

All Service Charges and other fees payable by the Client to Chase Monro Claims or the Appointed Solicitor shall be

paid by the Client within 7 days of the Company or the appointed Solicitor invoicing for such charges or (if stated) by such later date stated in the invoices. If your account is in arrears and we have reduced or eliminated the account balance our Service Charges will still stand. However, we will work with you to either create an affordable payment plan or to delay our fee until you have received 'cash in hand' compensation from any other claims on which you have engaged us.

Where we receive payment of compensation directly from a Third Party on your behalf you authorise us to deduct our success fees prior to onward transmission of the compensation payment to you. Payment will be sent to you without delay and within two working days.

When an offer for Compensation is obtained from the Third Party on behalf of the Client which is made in accordance with the Financial Services Ombudsman guidelines and that offer is rejected by the Client then the Company/appointed Solicitor reserves the right to charge a fee equal to the amount of the Service Charge which would have been payable in the event that the Client accepted that offer.

Performance

The Company will use all reasonable endeavours to perform the Services within a reasonable period from the date of receipt of the Contract signed by the Client. The Company cannot be held responsible for delays due to circumstances beyond its control such as delays caused by the Third Party or the Client. Due to logistical reasons, it is not practicable for the Company to store paper copies of any statements, credit agreements or reports supplied by the firm complained about relating to the Clients claim. The Company will dispose of the paper copies securely.

Liability

The Company's liability in respect of the Services is to provide the same with reasonable skill and care. The Company does not make any other promises or warranties about the Services.

Any claim by the Client for compensation for loss caused by the Company's negligence or breach of contract must be notified to the Company as soon as practicable after the damage is discovered.

Termination

The Company shall have the right by giving written notice to the Client at any time to immediately terminate the Contract if:

The Client is adjudicated bankrupt, enters into a voluntary arrangement with its creditors or has a receiver appointed under the Mental Health Act 1983; or

The Client does not follow any reasonable recommendations of the Company.

The Client shall have the right to terminate the Contract by giving notice to the Company within 14 days of signing the Contract. Cancellation is accepted by post, telephone, email or in person.

The Company recommends that the written confirmation of termination should be sent by recorded delivery. The Company will acknowledge the Clients confirmation of termination within 2 working days of receipt. If the Client does not receive this acknowledgement within a week, the Client should contact the Company to check that his/her written

confirmation of termination has been received.

In the event that the Client terminates the Contract after 14 days the Company reserves the right to charge the Client, at the Company's standard hourly rate (£100 inc VAT), such preparation, processing, and submission costs as may have been incurred by the Company up to the time the Clients notice of cancellation has been received by the Company. The Company shall limit any charge to what is reasonable in the circumstances. If such termination takes place once the Third Party has made an offer of Compensation, the Company shall have the right to impose a charge equivalent to the Service Charges that would be payable if the offer was accepted.

Force Majeure

The Company shall not be liable for any delay or other failure to perform any services by reason of any cause whatsoever beyond its reasonable control and the time for performance shall be extended by the period of any such delay.

Confidentiality

Both parties agree to keep confidential the subject matter of the Contract and any information (whether written or oral) acquired by that party in connection with the Contract and not to use any such information except for the purpose of performing its obligations under the Contract.

Both parties agree that the provisions of Condition 12 shall not apply to information already in the public domain other than as a breach of Condition 12.

The restrictions contained in Condition 12 shall continue to apply following the termination of the Contract without limit in time.

Privacy Policy and Data Protection

The Company agrees to comply with any written Subject Access Request under the DPA made by the Client for the personal data that it holds subject to any exemptions that may apply from time to time.

The Company further agrees to correct any inaccuracies in the Clients personal data held at the request of the Client.

By acceptance of the Company's privacy policy and unless and until the Company receives written instruction to the contrary, the Client agrees that the Company may share the Clients personal information with banks, Financial Advisers or other relevant institutions and to affiliates, associated companies or firms or service partners for the purposes of assisting the Client with the Clients claim for compensation. Except as explicitly stated in this condition and the privacy policy, the Company does not disclose to any third party the information provided by the Client.

The Client acknowledges and agrees that its personal data may be submitted to a credit reference agency and processed on behalf of the Company in connection with the Services.

Rights of Third Parties

A person who is not a party to the Contract will have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce the Contract.

Notices

Any notice to be given in accordance with the Contract and these terms and conditions must be in writing.

Complaints

If at any point you become unhappy with the service we provide you, please do contact us so that we can do our best to resolve the problem for you.

The Company operates a complaints procedure, full details of which are set out in the Chase Monro Claims Complaints Handling Policy that is available upon request and is available from our website.

The Firm is subject to the Financial Ombudsman Service's jurisdiction (hereafter referred to as the FOS'). Further information about the FOS can be obtained on the following website: www.financial-ombudsman.org.uk.

Waiver

No failure or delay in exercising any of the Company's rights shall constitute a waiver of the same or any other of its rights.

Law and Jurisdiction

The law applicable to the Contract shall be English law and the parties consent to the jurisdiction of the English courts in all matters affecting the Contract

☐ I, as signed below acknowledge and agree to be bound by the above Terms & Conditions

Signature & Date

[Document ID and/or Digital Audit Trail]

Applicant Letter of Authority

To Whom It May Concern:

This authority relates to all accounts and credit agreements I have held with your company (as named on the attached Letter of Complaint) and overrules any previous letter of authority you may hold on file from myself. Please take this authority as my instruction to deal exclusively with Chase Monro Claims Ltd. I hereby authorise the extension of this authority to all outstanding claims which you are currently processing on my behalf. A copy of this authority will have the same validity as the original.

I hereby appoint Chase Monro Claims to pursue my complaint in respect of the potential mis-sale of my vehicle finance agreement(s) on all account(s) I have held with you both past and present.

I also request you to provide Chase Monro Claims with account numbers in respect of all accounts held with you and authorise you to also provide Chase Monro Claims with any other information requested by them at any stage, this should include what commission model was used at the point of sale of my agreement(s).

If you need to contact a third party to progress my request, I hereby also authorise and consent for the third party to provide the lender named on the attached Letter of Complaint and Chase Monro Claims with any information required.

Please ensure that all communications are directed to Chase Monro Claims as they will subsequently be forwarded to me/us.

I also hereby authorise Chase Monro Claims to make a Subject Access Request under the Data Protection Act 2018, this is to obtain all personal information and documentation in relation to myself and all accounts that I have held and I expect this to be sent to Chase Monro Claims within 30 calendar days.

I also authorise Chase Monro Claims to submit my complaint to the Financial Ombudsman (FOS) if my complaint is rejected.

I hereby also confirm that Chase Monro Claims has authority to liaise and correspond with the Information Commissioner's Office and the Financial Ombudsman on my behalf should it be necessary.

I explicitly request that Chase Monro Claims is fully approved as my sole representatives when logging my request(s). Should Chase Monro Claims not receive either the DSAR response within 30 days or the complaint outcome within the Dispute Resolution Guidelines timeline set by the FCA, I give them full authority to act on my behalf as my sole agents to pursue all aspects they deem necessary in order to settle my case(s). This includes authority to refer my complaint to the Financial Ombudsman Service and presenting it to a court of law in necessary.

I confirm that I have an agreement with Chase Monro Claims and agree that should my claim be successful that any compensation can be made payable to Chase Monro Claims who will pay me/us directly our compensation after a deduction of their fee. The client account details are:

Bank Name: HSBC Bank

Account Name: Chase Monro Claims

Sort Code: 40-29-17

Account Number: 13663604

I also confirm that a photocopy or an electronic copy of this Letter of Authority will have the same legal effect as the original.

This agreement is signed electronically, signing electronically constitutes legal acceptance and gives authority and instruction to lenders and other relevant parties for Chase Monro Claims to act for me in the same way as if I had signed it with a pen.



Customer Details

Name:

Current Address:

Address on Finance Agreement:

Telephone Number:

Email Address:

Date of Birth:

☐ I hereby acknowledge that I have read and understood the above conditions.

Signature & Date

[Document ID and/or Digital Audit Trail]