



Credit Claim Assist Ltd  
Smoke Hall  
Smokehall Lane  
Winsford Northwich  
CW7 3BE

## TERMS OF ENGAGEMENT

This document sets out the Terms of Engagement for the appointment of Credit Claim Assist Ltd to act on the client's behalf in all aspects of their claims. **Please complete as clearly as possible.**

### CLIENT (1)

First name(s):

Middle Name(s):

Surname:

Date of Birth:

### CLIENT (2) To be completed where the account is held jointly and both account holders are instructing us jointly.

First name(s):

Middle Name(s):

Surname:

Date of Birth:

### YOUR CURRENT ADDRESS

This document outlines the Terms of Engagement for Credit Claim Assist to act on the client's behalf regarding claims for Mis Sold Finance. Please read carefully and contact CCA if you have any questions.

#### 1. Definitions:

- 1.1. Claim: The client's action against a lender for compensation relating to mis-sold finance.
- 1.2. Client: The person instructing CCA to pursue the claim.
- 1.3. Company: The lender or financial institution responsible for the mis-sold finance.
- 1.4. Compensation: The amount awarded to the client for the claim, calculated at the time of the award.
- 1.5. CCA: Credit Claim Assist Ltd.
- 1.6. Fee: The percentage of the compensation owed to CCA for its services as per Section 5.
- 1.7. Letter of Authority: A document signed by the client, authorising CCA to act on their behalf for the claim.
- 1.8. Services: The services CCA provides to the client, including handling the claim.
- 1.9. Terms: These Terms of Engagement.
- 1.10. We/Us/Our: Credit Claim Assist Ltd.
- 1.11. You/Your: The client.
- 1.12. CRA: Credit Reference Agency.

#### 2. Conduct of Engagement:

- 2.1. By signing these Terms of Engagement and the Letter of Authority, you appoint CCA to assess, pursue, and conclude the claim on your behalf, unless you notify CCA otherwise within two working days before countersignature documents are returned to you or within 14 days from the date of full countersignature is complete, in accordance with the UK cooling-off period.
- 2.2. By signing the Letter of Authority, you authorise CCA to act on your behalf and obtain information relevant to the claim from the lender.
- 2.3. You acknowledge that you can pursue your claim directly at no cost, including referring your claim to the Financial Ombudsman Service (FOS) free of charge. By signing this agreement, you choose to engage CCA.
- 2.4. CCA may assign this agreement to successors or third parties, including affiliates, investors, or funders, under the same terms. You will receive written notice of such assignment by post or email.
- 2.5. We may share your information with third parties for processing claims, compliance, and GDPR purposes.
- 2.6. CCA is not liable for any losses, consequential or otherwise, arising out of any act or omission of Credit Claim Assist Ltd that was not reasonably foreseeable at the date of this contract.
- 2.7. Risks:
  - 2.7.1 The claim may be unsuccessful or, following our assessment, we conclude there is insufficient evidence for there to be any reasonable prospect of success. In such cases, CCA will not charge a fee.
  - 2.7.2 If you owe money to the lender, the lender may offset the compensation against your debt. Even if you receive no cash payment, you will still be responsible for paying CCA's fee.
  - 2.7.3. If you identify as a vulnerable client, you may have specific needs that require tailored support. It is crucial to communicate these needs to CCA so that we can assist you appropriately and sensitively.

#### 3. What you are required to do under the terms of this agreement:

- 3.1 Read the enclosed terms and conditions carefully. If there is anything you don't understand, contact us using the contact details below and one of our case handlers will answer any queries you have. Once you are happy with the content please sign in the box provided which transposes your signature onto these terms of engagement and, and also the forms of authority authorising the company to communicate with us. Once you have signed we will wait two working days before countersigning and returning the signed documents to you. These Terms of Engagement are not binding on either party before we send you the countersigned copy. This is to allow you time to read and fully consider the content of these Terms of Engagement and supporting documentation. Should you decide you do not wish to proceed or inform of this decision at any time during the two working days prior to us forwarding the countersigned Terms of Engagement we will not proceed with your claim and delete all your personal information from our system. Following expiry of the two working days if we have not received any indication that you do not wish to proceed we will forward the signed documentation to you and this agreement will then become binding on both parties. Please note that this clause is separate to and does not affect your cancellation rights as detailed in section 6 of this agreement.
- 3.2. You will be required to provide any relevant documents and information requested by CCA to support your claim. This may include any Terms and Conditions relating to your finance agreement, correspondence from the lender, statements, or other documentation related to your financial agreements that you have previously mentioned.
- 3.3. Respond promptly to CCA's requests and provide honest and accurate information. If you have instructed us to submit a claim to the Financial Ombudsman Service you must check the forms that we have prepared on your behalf and inform us of any inaccuracies or omissions and, once you are happy that the forms are accurate, sign, date and return them to us promptly.
- 3.4. Notify CCA immediately of any compensation paid directly to you, and settle the fee within 14 days.
- 3.5. CCA has exclusive rights to manage the claim on your behalf.
- 3.6. You will not be liable for fees if CCA decides not to proceed with the claim due to lack of merit.
- 3.7. If you consider yourself to be in a vulnerable situation, you should inform CCA at the earliest opportunity. This allows us to tailor our services and support to meet your needs effectively.

**4. The services that we will provide under our agreement with you continued:**

4.1. Upon receiving the signed Terms and Letter of Authority, CCA will assess your claim. We may request further documentation or information from the lender, who is required to respond within 4 weeks.

4.2. As part of our process, CCA will carry out a credit search using Credit Reference Agencies (CRAs) in order to verify and validate the details of your claim. Please note, this credit search is strictly for the purpose of substantiating your claim and ensuring its accuracy. It will not be used to assess or impact your credit score. If, during this search, we identify additional claims that may be relevant to your case, we will seek your express consent before taking any further steps to pursue those additional claims.

4.3. Once we have gathered all the necessary information and documentation related to your claim, CCA will undertake a thorough assessment of the claim before formally submitting it to the lender. If the lender fails to respond or acknowledge receipt of the claim within 14 days, we will continue to actively press the lender for a response through further follow-up communications. We are committed to ensuring that the lender engages with the claim in a timely manner. Should the lender continue to be unresponsive, and upon your request, we may escalate the matter by submitting your claim to the Financial Ombudsman Service (FOS) for independent review and resolution.

4.4. If the lender makes an offer regarding your claim, CCA will thoroughly review the offer and provide you with our professional advice on whether we believe you should accept it. In the event that we determine the offer to be inadequate or unfair, we will clearly outline your options for you. These options may include drafting a formal letter to the lender, articulating our reasoning as to why we believe the offer is insufficient, and/or submitting your claim to the Financial Ombudsman Service (FOS) for further review and adjudication. It is important to note that if CCA deems the offer to be fair and in line with industry standards, the fees outlined in Section 5 may still apply, reflecting the work and expertise involved in managing your claim, regardless of the outcome of the offer.

4.5. CCA will keep you updated as to the progress of your claim by post or email, ensuring that you are informed within 5 working days of any significant developments such as requests for further information or any final outcomes. Even if there has been no progress with the claim we will provide you with an update at least every six months and where there have been no significant developments since the last update we will explain why.

4.6. CCA does not provide litigation services. If litigation is advisable, we will inform you and suggest you consult a solicitor; this would be outside of CCA's services, at which point our agreement will end without charge.

4.7. At CCA, we take great pride in our team-oriented approach to managing your case. This means that any member of our dedicated team can assist you with your case, ensuring that you receive timely and effective support at all stages of the process. Each member of our team is thoroughly trained and possesses the expertise necessary to provide you with high-quality assistance. This collaborative approach enables us to leverage the collective knowledge and skills of our professionals, ensuring that you benefit from comprehensive guidance tailored to your specific needs.

4.8. At CCA, we are fully committed to acting in your best interest at all times. Our primary objective is to diligently pursue and maximise your compensation to the fullest extent possible.

**5. Our Fees**

Redress awarded (£)	Fee Percentage	Maximun Charge (+VAT)	Examples Including VAT
1 - 1,499	30%	420	Redress 1,000 - Our Fee 360
1,500 - 9,999	28%	2,500	Redress 5,000 - Our Fee 1680

N.B. The examples are for illustration purposes and should not be regarded as estimates of the redress you are likely to recover. Fees may be more or less than the illustrations above. However, the nature of this type of claim means that it is highly unlikely that any redress will exceed the higher band (£9999). In the unlikely event that this occurred, the percentage fee will be reduced to ensure that you are not charged in excess of the percentage allowed under the Financial Conduct Fee Capping rules that apply to this type of claim. Fees will also be subject to VAT at the prevailing rate.

**5.2. Payment Terms**  
On receipt of our invoice you agree to pay our fee within 14 days of any redress being paid into your account.

**5.3. Tax Implications**  
It is important to note that tax may be deducted from interest accrued from any compensation awarded to you. In these circumstances, you will be liable to pay our fee on the whole amount of the redress, not just the amount you receive. CCA does not provide tax advice; if you have any concerns or questions regarding your tax obligations, you should consult a qualified financial advisor or tax professional.

**5.4. Late Payment**  
Should you neglect to settle an invoice within 14 days following the receipt of funds into your account, your case will be referred to an external collection agency for appropriate action.

**6. Cancellation & Termination:**

6.1. You, the Client, have the right to cancel this agreement within 14 days of receiving the fully countersigned Terms of Engagement, without incurring any charges or fees. If, within this period, you decide to exercise your right to cancel, any fees or expenses that may have already been paid by you will be fully refunded. Furthermore, for your peace of mind, we wish to clarify that we do not require any payment whatsoever from you until your claim has been successfully concluded.

6.2. After the 14-day cooling-off period, you may terminate the agreement at any time before an offer is made. A fee of £80 per hour may be charged for work done, and communications will be charged at 1/10th the hourly rate. Written confirmation of termination is required, and you may cancel by email or letter sent to us at the contact details provided below.

**7. Complaints**

7.1. In the event that you, the client, wish to make a complaint about any aspect of Credit Claim Assist Ltd service you can do so by any reasonable means i.e. email, letter, telephone, using the contact details provided below. If a complaint is received, Credit Claim Assist Ltd will do its best to resolve it to your satisfaction within 3 working days of receiving it. In these circumstances Credit Claim Assist Ltd will send an email to you, detailing their understanding of your complaint and how it was resolved. If Credit Claim Assist Ltd are unable to resolve the complaint within 3 working days, they will carry out a full investigation of the complaint and send you a Final Decision Letter detailing the outcome of their investigations within 8 weeks. Full details of the complaints procedure can be found on our website, <https://www.creditclaimassist.co.uk>

7.2. In the event that you are dissatisfied with the final decision or Credit Claim Assist Ltd fail to provide a final response within 8 weeks of receiving the complaint you may be able to refer your complaint to the Financial Ombudsman Service for free. Further details of the Financial Ombudsman Service and how to submit a complaint can be found on its website at: <https://www.financial-ombudsman.org.uk>

**8. Data Protection & Privacy Policy:**

8.1. Agreement to Terms - You, the Client, hereby agree to be bound by the terms outlined in our Privacy Statement, as detailed within these Terms of Engagement, and you provide your consent to the data processing activities specified therein.

8.2. Commitment to Privacy - Credit Claim Assist Ltd is dedicated to safeguarding the privacy of our Clients. This policy outlines how we handle and treat your personal information.

8.3. Types of Personal Information Collected  
We may collect, store, and utilise the following categories of personal information:

8.3.1. Any personal information provided by you, including but not limited to your address, date of birth, telephone numbers, and any other personal details requested.

8.3.2. Information regarding your financial circumstances, as supplied by you.

8.3.3. Any information returned to us from the relevant company in response to our request for information, including a Data Subject Access Request.

8.4. Consent for Third-Party Information  
Before disclosing the personal information of another individual to us, you must obtain that individual's consent for both the disclosure and the subsequent processing of that information in accordance with this policy.

8.5. Purpose of Information Use - Personal information submitted by you, the Client, will be used solely for the purpose of submitting your claim.

8.6. Restriction on Use of Information - Credit Claim Assist Ltd will not utilise your information for any purpose other than as instructed by the Client.

8.7. Non-Disclosure of Client Details - Credit Claim Assist Ltd will not sell or supply your personal details to any third party without your express consent.

8.8. Disclosure for Claim Purposes - We may disclose your personal information to facilitate your claim; however, such information will only be used by employees or agents of Credit Claim Assist Ltd acting on your behalf.

8.9. Use of External Companies - Credit Claim Assist Ltd may share your personal details with external companies for the sole purpose of reclaiming funds owed to you.

8.10. Access to Personal Information  
You, the Client, may request access to any personal information we hold about you. Such requests will be subject to the following conditions:

8.10.1. There is no fee for this type of request.

8.10.2. Provision of appropriate evidence of your identity is required. Typically, we will accept a certified photocopy of your passport (certified by a solicitor or lender) along with an original utility bill that clearly shows your current address.

8.10.3. We reserve the right to withhold personal information that you request to the extent permitted by law.

8.11. Data Protection Registration - Credit Claim Assist Ltd is registered as a data controller with the UK Information Commissioner's Office. Our data protection registration number is ZB648507.

**9. Important Information if you owe money.**  
If you owe any money to the lender, for instance if you are in arrears with your loan, these may be deducted from any redress awarded. This might include circumstances where you have agreed a debt management plan with your creditors and the person you are making the claim against is a creditor named in the plan. This could mean that you may not receive any cash payment (although your debt will have been reduced) but you would still be required to pay our fee from your own funds.  
If you have been declared bankrupt, subject to bankruptcy petition, are or have been the subject of or proposing to be the subject of an independent voluntary arrangement or debt relief order, or have any other similar process or arrangement including but not limited to sequestration, any redress you are awarded is likely to be set off against your outstanding debts. This means that you might not receive a cash payment but would still be liable to pay our fee.

For any queries, you can contact us at: Address: Credit Claim Assist Ltd, Smokehall Lane, Winsford, CW7 3BE - Email: [info@creditclaimassist.co.uk](mailto:info@creditclaimassist.co.uk) - Website: [www.creditclaimassist.co.uk](http://www.creditclaimassist.co.uk)

PLEASE READ, SIGN AND DATE

Client Signature:

Date:

Counter Signed:

On Behalf of Credit Claim Asst Ltd

Date:

SIGN HERE