

Terms of Engagement for the appointment of PPI Exchange to act on the Client's behalf in all aspects of the administration and negotiation of the claim.

1 Definitions

- 1.1 "Claim(s)" means the Client's claim or claims against the Company relating to the mis-selling of a payment protection insurance policy or policies; or the application of unlawful charges to the account (s) of the client;
- 1.2 "Client" means the policyholder/account holder(s), whose details are set out in the Letter of Authority and who have appointed PPI Exchange to provide the Services;
- 1.3 "Company" means the Financial Institution and or persons to whom the Letter of Authority is addressed being the Insurance Company, Bank, Building Society, Credit Card Company or Financial Advisor or any other entity which sold the policy or gave the advice to the Client, or applied the unlawful charges (including for the avoidance of doubt any employee, director, agents, representatives and associates of said entities or any other entity and/or any of their predecessors);
- 1.4 "Compensation" means any sums paid or awarded as calculated at the time of the award that would not have been paid if the Claim had not been made;
- 1.5 "PPI Exchange" means PPI Exchange, a limited liability company and a third party claims handler, registered in Ireland having its registered office at Unit 19, Calmount Business Park, Ballymount, Dublin.
- 1.6 "Fee" means the fee of 30% plus VAT of the Compensation, payable to PPI Exchange for the Services carried out by it. For example, if we recover €1,000 compensation, our fee would be €300.00 plus VAT.
- 1.7 "Letter of Authority" means the letter included in the claim pack to be sent to the Company from the Client;
- 1.8 "Services" means the services provided by PPI Exchange including assessing the viability of, preparing, submitting and negotiating your Claim; and
- 1.9 "Terms" means these terms of engagement.

2. Conduct of Engagement

- 2.1 By signing and returning the Letter of Authority, the Client hereby agrees to be bound by the Terms and appoints PPI Exchange to provide the Services for such period as to allow PPI Exchange to assess, and if reasonably possible, to complete the Claim.

3. The Client will:

- 3.1 by completing and signing the Letter of Authority give PPI Exchange his/her/their consent and full authority to deal with the Company on the Client's behalf and to obtain relevant information from whatever source on a continuing basis;
- 3.2 deal promptly with every reasonable request by PPI Exchange for authority, information and documents and further instructions that PPI Exchange may from time to time require. Failure to do so will give PPI Exchange the right to terminate this Agreement forthwith and the Client will reimburse PPI Exchange its reasonable costs incurred in pursuing the Claim to the date of termination;
- 3.3 promptly inform PPI Exchange of any relevant matters affecting the Claim;
- 3.4 hereby assign his/her/their entitlement to any Compensation to PPI Exchange. The Client hereby agrees to the Company remitting the Compensation to PPI Exchange and for PPI Exchange to retain the Fee before paying the balance of the Compensation to the Client. Notwithstanding such agreement, should the Compensation be paid direct to the Client, PPI Exchange will invoice the Client for the Fee which will become immediately due and payable by the Client to PPI Exchange. If this fee is not paid in full within 28 days of the dated invoice it shall be deemed a termination of the Agreement and will fall under clause 3.6 below;
- 3.5 give PPI Exchange the right to deal exclusively

I/We have read and accept PPI Exchange's Terms of Engagement and give them full authority to make a claim on my/ our behalf.

Policy Holder's Signature

Print Name

Date

Joint Policy Holder's Signature

Print Name

Date

with the Claim, unless otherwise agreed in writing by the Client and PPI Exchange;

- 3.6 subject to clause 3.7 below, if this Agreement is terminated by the Client for any reason, pay PPI Exchange either €500 plus VAT (cancellation fee) or, if the Claim has already been submitted by PPI Exchange and PPI Exchange proceeds with the Claim and the Claim is successful, the Fee or the cancellation fee, whichever is the greater;
 - 3.7 if the Client terminates this Agreement and PPI Exchange proceeds with the Claim, if the Claim is unsuccessful and no Compensation is payable to the Client, the Client will not be liable to pay the said sum of €500 plus VAT referred to in clause 3.6 above or any monies whatsoever in respect of the Claim; and
 - 3.8 for the avoidance of doubt not be liable for any charge in respect of the Claim if the Claim is pursued and the Company pays no Compensation.
- ## 4. PPI Exchange will:
- 4.1 rely on the information and documents provided by the Client to PPI Exchange as being true, accurate, and complete. PPI Exchange will not audit, test or check such information or documents except where it is under a legal obligation to do so:
 - 4.2 use its reasonable endeavours to obtain the maximum Compensation for the Claims which are pursued;
 - 4.3 accept no liability for an unsuccessful Claim or for the amount of compensation paid to the Client;
 - 4.4 promptly notify the Client if the Claim is not to be pursued. It is at PPI Exchange's sole discretion to decide whether or not to proceed with the Claim at any time during the claims process but PPI Exchange must act reasonably in taking any such decision;
 - 4.5 promptly notify the Client of the outcome of the Claim;
 - 4.6 as soon as is reasonably practicable following the settlement of a Claim and the payment of Compensation by the Company to PPI Exchange, pay the Client the balance of the Compensation, after deducting the Fee; and
 - 4.7 preserve confidentiality, including the Client's personal information (even when this Agreement has terminated and the Client is no longer a client), save as expressly or implicitly authorised to the contrary including where disclosure is made at the Client's request or with the Client's consent in relation to pursuing the Claim or where otherwise required by law.

- 4.5 promptly notify the Client of the outcome of the Claim;

- 4.6 as soon as is reasonably practicable following the settlement of a Claim and the payment of Compensation by the Company to PPI Exchange, pay the Client the balance of the Compensation, after deducting the Fee; and
- 4.7 preserve confidentiality, including the Client's personal information (even when this Agreement has terminated and the Client is no longer a client), save as expressly or implicitly authorised to the contrary including where disclosure is made at the Client's request or with the Client's consent in relation to pursuing the Claim or where otherwise required by law.

5. Disclaimer

- 5.1 PPI Exchange accepts no liability for any loss suffered by the Client by entering into this Agreement and specifically in the event that no Compensation is paid to the Client by the Company. Any claim by way of consequential damage arising out of any act or omission or commission by PPI Exchange is specifically excluded.
- 5.2 You are aware that you could complain directly to the Company at no cost, with the ability to take matters further with the Financial Ombudsman Service yet still wishes to pursue your complaint via PPI Exchange
- 5.3 Please note you have 14 days (which starts from the date you signed the authority) to cancel your authority, instructing us to act on your behalf.
- 5.4 Full details of PPI Exchange's internal complaints handling procedures are available upon request.