

Chase Monro Claims Ltd Sample Information Sheet

Thank you for considering Chase Monro Claims Ltd for your claims

We work in the following areas:

Mortgage Mis-selling
Investment Mis-selling
Pension Mis-selling

Who We Are

Chase Monro Claims Ltd is regulated by the Ministry of Justice in respect of regulated claims management services; its registration is recorded on the website www.claimsregulation.gov.uk.

Our office telephone number is 0800 072 6309. Email enquiries should be sent to **office@chasemonroclaims.co.uk**

Office hours are 9.00 am to 5.00 pm Monday to Friday.

Standards of Service

In administering your compensation claim, we endeavour to reach the highest possible levels of service. In particular, we aim to ensure the following service standards are met:

- 1) Telephone enquiries are acknowledged and satisfied within 1 working day
- 2) Letters and emails will be replied to within 5 working days
- 3) We will inform you of any material developments by post, email or telephone as soon as possible.

If you are not satisfied with the service we provide, please contact Chase Monro Claims Ltd on the above number. If you are still not satisfied, we operate a complaints procedure which follows the Complaint Handling Rules laid down by The Ministry of Justice's Claims Management Regulation Unit.

A copy of the complaints procedure is supplied with this document, which outlines how you can complain, what you can expect and how to complain to the regulator.

Your Contract With Us

If you decide to engage us to pursue your claim, we shall require you to sign a Contract for each of your claims.

Please seek independent legal advice if you do not understand any of the terms or concepts used within the Contract or Terms & Conditions.

You may cancel this contract within 14 days without any penalty. Any termination must be made in writing.

We recommend that the written confirmation of termination should be sent by recorded delivery, or by email to office@chasemonro.com.

We will acknowledge your written confirmation of termination within 2 working days of receipt.

If you decide to cancel the contract after 14 days we reserve the right to make a cancellation charge that will reflect the work undertaken by us in pursuit of your claim. We shall limit any charge to what is reasonable in the circumstances and it will reflect the preparation, processing, and submission costs which may have been incurred by us up to the time the notice of cancellation has been received by us.

If you cancel after an offer of compensation has been made we have the right to impose a charge equivalent to the Service Charge that would be payable if the offer was accepted.

Full details are available in our Terms & Conditions

Our Fees

We do not charge upfront fees under any circumstances.

For all claims, we apply a 20% service charge upon payment by the Third Party. We do not charge a fee where we have been unsuccessful in claiming compensation.

In the event that the claim is successful and the Third Party makes the payment directly to you, whether by means of cheque, credit to a nominated account or credit to your pension or investments fund or balance reduction to your mortgage account, we shall invoice you and expect payment by cheque or bank transfer within 7 days of the date of the invoice.

Compensation and Fees Examples

The following examples may assist you in understanding our fee structure. For further information please contact us at office@chasemonroclaims.co.uk

Investment Example

Compensation is paid in cash to you.

Total compensation £5000

Cash compensation £5000

Our fee (20%) £1000

Net amount you receive £4000

Pension Example 1

Compensation is paid into your pension fund (which you cannot usually access until age 55)

Total compensation £2000

Compensation paid into pension fund £2000

Our fee (20%) £400

Net amount payable by you to Chase Monro Claims Ltd £400

And £2000 is credited to your pension fund.

Pension Example 2

Compensation is paid partly to you and partly into your pension fund (which you cannot usually access until age 55)

Total compensation £2000

Compensation paid into pension fund £1000

Cash compensation £1000

Our fee (20%) £400

Net amount you receive £600

And £1000 is credited to your pension fund.

Mortgage Example 1

Compensation is used to reduce the value of your outstanding mortgage.

Total compensation £3000

Your outstanding mortgage reduced by £3000

Our fee (20%) £600

Net amount payable by you to Chase Monro Claims Ltd £600

And your outstanding mortgage is reduced by £3000

Mortgage Example 2

Compensation is paid partly to you and partly used to reduce the value of your outstanding mortgage.

Total compensation £3000

Cash compensation £2000

Your outstanding mortgage reduced by £1000

Our fee (20%) £600

Net amount you receive £1400

And your outstanding mortgage is reduced by £1000

The Process

In most cases, we request your documents from the firm you are complaining about. They are allowed 40 days to respond to this request, but often take far longer.

Once we have these documents we process all claims in house depending on the nature of the claim. In the case of a financial services claim, the firm has 8, 12 or 16 weeks in order to respond. They often take longer than this. However, even when this response has been received it can be unsatisfactory.

Different types of claims take varying amounts of time, from under two weeks to several months. The length of time taken to complete your claim also depends on the complexity of the claim and complaints levels at firms.

We handle every aspect of your case, from requesting the information from the Third Party, to calculating the claim, sending the letter of claim, through to negotiations and liaising with the FOS/ FSCS and chasing payment from the Third Party.

Your right to pursuing the claim yourself

However, you do not have to use a professional claims company as you have the right to complain directly for free. Furthermore, you also have recourse to the Financial Ombudsman Service for impartial, free adjudication if you are not satisfied with the finance company's response. The same is true for the Financial Services Compensation Scheme.

There may be solicitors whom you can approach independently who may consider taking on your claim.

Alternative mechanisms for pursuing your claim

Ministry of Justice rules require Chase Monro Claims Ltd to make reasonable enquiries to establish whether you have an alternative mechanism for pursuing a claim (ie legal expenses insurance) before entering into a contract with you. If you do have an alternative mechanism or you are unsure what this clause means please contact Chase Monro Claims Ltd.

Your Obligations

To provide promptly all such information as we may from time to time reasonably request.

To ensure that all information sent to us is true, accurate, not misleading and shall not contain any relevant omissions.

To authorise Chase Monro Claims Ltd on an exclusive basis to negotiate your claim.

To not appoint any other claims handling company, or other person, firm or company to provide claims services during the term of the contract in respect of the particular claim that have you have contracted us to handle on your behalf. We reserve the right to cancel the contract and charge our hourly rate if you have instructed another party either before or after the Contract is signed and not disclosed. This does not affect your right to cancel within 14 days of signing the Contract, and you will not be charged anything if you cancel in this period.

This charge shall be reasonable and reflect the work we have undertaken to the point where we become aware of this.

To not pursue the claim during the term of the contract personally, and to not contact the relevant ombudsman or dispute resolution scheme.

To not contact or correspond or communicate with the firm being complained about our consent, as this may prejudice any on-going negotiations.

To immediately send us a copy of any correspondence you receive from the firm complained about.

To inform us immediately of any change in circumstance or change in contact details.

To not ask ourselves to act in an improper way.

Risks

Given that we do not charge upfront fees, there is no financial risk to you in engaging us to pursue your compensation claim.

Complaints Procedure

As a claims management company, authorised by the Ministry of Justice, we aim to provide a service which is fair, clear and professional. If you believe that we have not met these standards, then you are entitled to lodge a complaint against us.

We operate a complaints procedure which follows the Complaint Handling Rules laid down by The Ministry of Justice's Claims Management Regulation (CMR)

The process:

1. You need to inform us by telephone, fax, email or post when you become aware of your complaint.

2. **Within 5 working days** of the complaint being received, we will send you an acknowledgement of your complaint by email, fax or post. This will identify the person dealing with your complaint, who will have the authority to settle the matter with you or offer redress.

3. **Within 4 weeks** of us receiving the complaint you will be sent either a) a final response letter to your complaint or b) a holding response, which explains why we are not yet in a position to resolve the complaint. The letter will indicate when we will next make contact.

4. **Within 8 weeks** of us receiving the complaint, you will be sent either a) a final response letter to your complaint or b) a response which:

i) Explains that we are still not in position to make a final response, gives reasons for the further delay and indicates when we will make further contact with the complainant.

AND

ii) Informs you that you may refer the handling of the complaint to the Claims Management Regulator if you are dissatisfied with the delay.

Where redress has been deemed appropriate, we will provide the customer with fair compensation for any acts or omissions for which we were responsible.

This redress may not necessarily be financial: we may refund the fee, issue an apology or offer to re-process your claim.

Please note: under the Complaint Handling Rules issued by The Ministry of Justice, we reserve the right to decline a complaint which is made more than 6 months from when the complainant first became aware of the cause of the complaint.

How to complain:

You can contact us by post, by telephone, fax or email.

Chase Monro Claims Ltd

5 Jupiter House

Calleva Park

Aldermason

Reading

Berkshire

RG7 8NN

Tel: 0800 072 6309

Email: office@chasemonroclaims.co.uk

After 8 weeks you can refer the matter to the regulator:

Claims Management Regulation Unit

57-60 High Street

Burton upon Trent

Staffordshire

DE14 1JS

Consumer@claimsregulation.gov.uk

0845 4506858 (tel)

Terms & Conditions

1. Definitions

1.1 '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.

1.2 '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. In investment or pension claims, 'Benefit' means all non-monetary benefits in whatever form including without limitation all benefits that will arise from any increase in the value of the investment or pension deriving from our 'Services'.

1.3 'Client' means the client of the Company.

1.4 '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 mis-sold investments, mis-sold pensions, mis-sold mortgage 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.

1.5 'Company' means Chase Monro Claims Ltd.

1.6 'Contract' means the contract between the Company and the Client for the provision of the Services, comprising the signed Contract, Terms and Conditions, Chase Monro Claims Ltd Information Sheet and Transparency of Service Charge.

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

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

1.9 'Third Party' means any bank, person, firm or company that sold or marketed or underwrote a mortgage, investment or pension to the client, or brokers or intermediaries or person or body which disadvantaged the Client.

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

2. Duration

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

2.1 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

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

2.3 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.

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

2.5 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 cancellation 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.

3. Services

The Company agrees with the Client:

3.1 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;

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

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

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

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

4. 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.

5. 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.

6. General Obligations of the Client

The Client agrees with the Company:

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

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

6.3 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;

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

6.5 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.

6.6 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;

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

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

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

6.10 That it has not previously claimed or received compensation or an offer of compensation from the Third Party.

7 Payment Obligations of the Client and the Company

7.1 The amount of the Service Charges payable by the Client to the Company is set out in the signed Contract relating to the Services. The Client agrees that it is liable to pay the Service Charges to the Company when Compensation is paid directly to the Client by the Third Party.

7.2 All Service Charges and other fees payable by the Client to the Company shall be paid by the Client within 7 days of the Company invoicing for such charges or (if stated) by such later date stated in the Company's 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.

7.3 When an offer for Compensation is obtained from the Third Party on behalf of the Client which is made in accordance with the FSA and FOS guidelines and that offer is rejected by the Client then the Company 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.

8 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.

9. Liability

9.1 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.

9.2 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.

10. Termination

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

10.1.1 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

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

10.2 The Client shall have the right to terminate the Contract by giving written notice to the Company within 14 days of signing the Contract.

10.3 Any termination by the Client must be confirmed in writing. The Company recommends that the written confirmation of termination should be sent by recorded delivery. The Company will acknowledge the Client's written 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), such preparation, processing, and submission costs as may have been incurred by the Company up to the time the Client's 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.

11. 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.

12. Confidentiality

12.1 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.

12.2 Both parties agree that the provisions of Condition 12.1 shall not apply to information already in the public domain other than as a breach of Condition 12.1.

12.3 The restrictions contained in Condition 12.1 shall continue to apply following the termination of the Contract without limit in time.

13. Privacy Policy and Data Protection

13.1 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 charges an administration fee for providing this information, which shall not exceed the fee from time to time permitted under the DPA (currently £10).

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

13.3 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.

13.4 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.

14. 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.

15. Notices

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

16. Complaints

The Company operates a complaints mechanism, full details of which are set out in the Chase Monro Claims Ltd Information Sheet.

17. 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.

18. 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.

Chase Monro Claims Ltd is regulated by the Claims Management Regulator in respect of regulated claims management activities; its registration is recorded on the website www.claimsregulation.gov.uk. (CRM31649).

Registered in England and Wales, no 8314551 Reg. office: 5 Jupiter House, Calleva Park, Aldermaston, Reading, Berkshire, RG7 8NN