

TOB TERMS OF BUSINESS (VPBA 01/04/19) These Terms of Business set out the agreement between you and Harvard Claims Ltd. Please read the terms carefully to ensure that you agree to them. By completing, signing and returning the Letter of Authority (LOA), You agree to be bound by these Terms of Business (Terms of Agreement)

1. DEFINITIONS:

“**FEE**” or “**FEES**” means the fee of the total compensation payable. Refund of Packaged Bank Account fees paid including statutory interest. “**You**”, “**Your**” or “**Client**” means the account holder(s) whose details are set out in the Letter of Authority and who have appointed Harvard Claims Ltd to provide the Services. “**Us**”, “**We**” and “**Our**” means Harvard Claims Ltd “**Claim**” means the Client’s claim or claims against the bank relating to the mis-selling of a bank account product and products related to the account.

“**Letter of Authority**” means the letter included in the claim pack to be sent to the Company from the Client. “**Company**” means the Bank and/or persons to whom the Letter of Authority or Financial Adviser or any other entity which sells the policies or gives advice to the Client (including for the avoidance of doubt of any employee, director, agents, representatives and associates of those entities or any other entity and/or any of their predecessors). “**Compensation**” means any sums paid or awarded in respect of any claim made by us on your behalf. This includes “**benefits**”, compensation, gestures of goodwill, refunds, discounts, any reduction in the loan outstanding and/or any interest or capital recovered. “**Services**” means the work which we will undertake on your behalf in respect of your Claim including assessing the viability of, preparing, submitting and negotiating your Claim and which is set out more specifically in clause 3. “**Terms**” means these terms and conditions.

2. DURATION:

1. The contract shall commence on the date you sign and return these Terms of Business to us and, unless terminated earlier as per clause 6 below, will continue until the earlier of:

a) Compensation being recovered for you by us and you have paid the **FEES**, or

b) We have advised you in writing that in our opinion your claim is unlikely to succeed and we are declining to act for you.

3. WE AGREE TO:

1. Review your claim application and assess the likelihood of your claim being successful.
2. If after we have reviewed your application, it is our opinion that your claim is unlikely to be successful we may decline to act for you. We will notify you of this fact in writing.
3. If we accept your claim application, we will confirm this to you in writing and prepare and submit your claim to the Bank that sold you the Packaged Bank Account [PBA].
4. We will liaise with the Company and use reasonable endeavours to pursue your claim.
5. We will notify you promptly of any requests for additional information or documentation that the Company needs to investigate your claim.
6. We will notify you in writing of any offers of compensation made by the Company.
7. We will obtain your agreement before accepting or rejecting any offer or compensation.
8. We will notify you of any circumstances beyond our control which prevent us from performing the services under this contract.

4. YOU AGREE TO:

1. Appoint us as your exclusive agent to handle this claim. This means that you cannot appoint another person or firm to act on your behalf in respect of this claim, unless you terminate this agreement with us.
2. Provide full authority to us to deal with the Company on your behalf.
3. Provide truthful and accurate information regarding your claim.
4. Provide copies of all documentation in your possession and which relate to the claim.
5. Respond promptly to requests by us for further information, or documents that may be needed to progress your claim.
6. Pay our **FEES** due as a result of a successful claim.

7. Once amount owed has cleared into your account, you will be provided with an invoice for our services which should be paid directly to Harvard Claims Ltd within 14 days from the date stated on the invoice.

5. FEES:

Harvard Claims Ltd will take 30% of any offer that you receive, whether this is paid to you or taken of your product/arrears. If we do not recover you anything, you don't pay us!

EXAMPLE OF FEES:

A. We recover you £1,000 from your provider. Our fees on this would be £300 (30%) you will receive £700.

B. We recover you £3,000 from your provider. Our fees on this would be £900 (30%) You will receive £2100.

C. We recover you £10,000 from your provider. Our fees on this would be £3000 (30%) you will receive £7000.

Some providers will also pay 8% Statutory interest. Please be advised that this payment is subject to income tax. Please note, Harvard Claims fees are due on the total amount of redress prior to HMRC's deduction. In some instances, your provider may decide to re-investigate your complaint. If this results in your claim being upheld, you will still be liable for our fees.

WHAT IS A SUCCESSFUL CASE:

Your claim will be deemed as successful if you are awarded a return of any of the money that you have paid, in respect of the Packaged Bank Account. This will be awarded to you via a lump sum payment. The payment method adopted will depend on your circumstances. Please note that should your account be in arrears / overdrawn then there is a possibility that any award will be used to clear these arrears.

You should be aware that compensation means benefit which you receive as a result of our service and as there may be situations where the compensation is deducted from your existing balance and you will still have to pay our 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%.

FAILURE TO PAY FEES:

If we recover your money and you don't pay our fees, we have the authority to validate your application details with a Credit Reference Agency. We also reserve the right to perform a trace search on you if you fail to comply with the terms set out in your agreement to assist in recovering our fees.

6. *HOW YOU CAN CANCEL THIS AGREEMENT:*

1. You have 14 days "Cooling Off Period" from the date of signing this agreement to cancel your authority for us to act on your behalf.

During this time, you will not be charged by Harvard Claims Ltd for cancellation. You can cancel this agreement by filling out and returning to us our cancellation notice that is available directly from us as well as on our website <https://harvardclaims.co.uk>

2. After the 14-day cooling off period has lapsed, cancellations may be charged a FEE at an hourly rate of £50 for the work completed. Should you wish to cancel please fill out and return to us our cancellation notice that is available directly from us as well as on our website <https://harvardclaims.co.uk>

3. If at the time of cancellation described in 6.2 above, we have received either confirmation that the claim is to be upheld or an offer of compensation, which has been calculated in accordance with the rules of the Financial Conduct Authority or the principles used by the Financial Ombudsman Service and which we recommend is accepted by you, we reserve the right to charge the full fee of 30% of the offer made.

7. *HOW WE CAN CANCEL OR CHANGE THIS AGREEMENT:*

1. We can cancel this agreement by giving you 14 days' notice in writing if any of the following events occur:

a) We are certain that your claim is unlikely to succeed.

b) You are declared bankrupt.

c) You enter into an Individual Voluntary Arrangement with your creditors or have a Bankruptcy petition presented against you.

d) You provide information which you knew to be false or misleading in support of your claim and this information is material to the success of your claim.

e) You fail to respond to reasonable requests for information in a timely manner and this prevents us from providing the services.

f) You materially breach a term of the agreement and you do not correct this breach within 21 days of receiving written notification from us detailing the breach and the action required to resolve the breach. If this agreement is cancelled by Harvard Claims after the fourteenth day (in accordance with clause 7.1), we will not charge you for any work that we have undertaken.

8. GENERAL CONDITIONS ABOUT THIS AGREEMENT:

1. This agreement is governed by the laws of England and Wales.

2. We may transfer our right under the Agreement by giving you 30 days' written notice of such transfer. You will be free to reject a transfer of rights by electing for Harvard Claims Ltd to continue with your claim or by cancelling your agreement. If you cancel in these circumstances, you will have nothing to pay under this agreement.

9. DISCLAIMER.

a) You acknowledge that any estimate of Compensation given to You is an estimate only. The success of Your Claim(s) depends on Your individual circumstances and merits of Your case.

b) If We will act in breach of this Agreement, our total liability to You in respect of all other losses arising under or in connection with this Agreement shall in no circumstances exceed the amount of any Compensation to which You are entitled for Your Claim(s).

c) Nothing in this Agreement shall limit or exclude Our liability for: - death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors; - fraud or fraudulent misrepresentation; or - breach of the terms implied by sections 49 to 52 of the Consumer Rights Act 2015.

10. COMPLAINTS

Complaints may be made by reasonable means such as in writing Office 19123 Chynoweth House, Trevisson Park, Truro, TR4 8UN, phone :01872620608, email : pba@harvardclaims.co.uk. If you are unhappy with our response or if the complaint is not resolved within 8 weeks you can ask Financial Ombudsman Service to look at it. It must be done within 6 months of final decision. Financial Ombudsman, Exchange Tower, Harbour Exchange, London, E14 9SR, tel: 0800 023 4567.

11. REGULATION:

Harvard Claims Limited are authorised and regulated by the Financial Conduct Authority, Permission Number 831421. We are registered with Information Commissioner Officer under reference ZA269019.