Terms of Business

Investor Compensation (UK) Limited T/a PCP-Claimback.co.uk is authorised and regulated by the Financial Conduct Authority (FRN: 830890). Investor Compensation is a claims management company.

1. Definitions in this Agreement

1.1. "Account" - the account(s) and/or policy(ies) identified by You or by Us as being relevant to the Claim.
1.2. "Agreement" - the agreement entered into by You with Us, incorporating, the Letter of Authority Form and these Terms.
1.3. "Cancellation" - termination by You of the Agreement in accordance with the relevant provisions of the Agreement and "**Cancel**" or "**Terminate**" is defined accordingly.
1.4. "Claim" - a claim or claims made to the Third Party by Us on Your behalf.
1.5. "**Data Protection Legislation**" - the Data Protection Act 2018 (DPA) and the General Data Protection Regulation (EU) 2016/679 ('UK GDPR').
1.6. "Fees" - where applicable, the fees payable by You to Us under paragraph 5 of these Terms.
1.7. "Letter of Authority Form" - the form We enclosed with the claim pack and which We asked You to sign to give Us authority to act on Your behalf. If the Claim to which a Letter of Authority relates is dealt with over more than one account, then We shall be entitled to charge you Our Fees in respect of any and all additional accounts identified. We will notify You of any additional accounts that are identified.
1.8. "Personal Notice" - written notice provided by Us to You at least 15 Working Days in advance (or such shorter period as may be necessary to ensure We comply with our regulatory and legal obligations) by post or email (in each case provided to the most recent contact details provided by You to Us).
1.9. "Services" - the services that We agree to provide to You under the Agreement, being our advice and our investigation and representation of Your Claim.
1.10. "Settlement Amount"/"Redress"/ "Compensation"- all amounts paid or provided or to be paid or provided by the Third Party to You and to any other person in relation to settlement or satisfaction of Your Claim (gross of any tax You are liable to pay), being the total value of the benefits to You and to any other person monetary or otherwise, and including any cash or cheque payment, any reduction in Your Account balance, any reduction in Your Account arrears, any goodwill payments and any interest paid by the Third Party in relation to the Claim.
1.11. "Third Party" - the respondent third party, loan provider, financial institution(s) or other provider(s) of financial or other services against which a Claim is brought on Your behalf.
1.12. "You" - you, the person(s) engaging Us on the basis of the Agreement.
1.13. "We" and **"Us"** - Investor Compensation (UK) Limited (registered number 00769324) which is authorised and regulated by the Financial Conduct Authority (FRN:830890) and whose registered address Suite G3, Birkbeck, Water Street, Skipton, BD23 1PB. Tel: 01535 959496
Email: info@investorcompensation.co.uk
1.14. "Working Days" - all days other than Saturdays, Sundays and public holidays.

2. The Agreement between You and Us

2.1. You appoint Us to act as your **exclusive** representative in your Claim and We agree to act on your behalf and to provide the Services on the terms of the Agreement. Your appointment of Us, and the Agreement, starts when We receive a signed Letter of Authority Form and signed Terms of Business from You.
2.2. By appointing Us, You confirm that:
2.2.1. no other agency or person is acting for You in relation to the potential claim and You agree not to appoint any such agency/person in relation to the potential claim or the Claim; and
2.2.2. You have not previously claimed or received compensation / redress or an offer of compensation / redress from the Third Party relating to the regulated finance agreement(s) to which this Claim relates.

3. The Claims Process

3.1. Once We receive your signed Letter of Authority Form, or if later, sufficient information from You, We will assess whether We consider your potential claim to be viable. This may include asking You a series of questions to identify a basis of Claim.
3.2. To establish a Claim We may require some of your personal data requested under Article 15 of the UK GDPR from the Third Party. We will limit this request to information relevant to your Claim and ask that the Third Party release this information to Us.
3.3. We may also ask you to share your credit report with us to confirm the lending and assess whether it was affordable to you at the time of borrowing. We can only obtain this data with your permission.
3.4. If after We have assessed the Claim We reasonably believe that it is unlikely to be successful or it is not in your best interests to pursue the Claim We may decline to represent your Claim. We will notify you in writing following which You will not be required to pay Us anything (subject to this Agreement) and We will have no further obligations to You under the Agreement and We shall be entitled, without incurring any liability to You, to cease to provide the Services in relation to the Claim.
3.5. If We consider the Claim is viable We will raise a letter of Claim to the Third Party on your behalf detailing your complaint.
3.6. We will liaise with the Third Party and use our reasonable endeavours to pursue the Claim. We will notify You promptly of any requests for additional information or documentation that the Third Party needs to investigate the Claim.
3.7. We will update You within 10 working days when there are any material developments on the Claim or when We receive any information which is for your attention. Where there are no material developments, We will update You at least every 6 months in writing.
3.8. We will notify You in writing of any settlement offers made by the Third Party and provide our recommendation regarding whether the offer You have received is in line with the rules of the Financial Conduct Authority or the principles used by the Financial Ombudsman Service ('FOS').
3.9. All of our written communications to You will be provided by email to the most recent email address provided by You (or by post if at any time We do not have an email address for You). If at any time You would prefer to receive written communications by post, please let Us know by telephone, email or post.
3.10. If Your Claim is rejected or the Third Party fails to respond to Us or to You within 8 weeks of our letter of Claim We will inform You of Your options, for example;
3.10.1. If We believe the Claim still has merit, We will pursue the Claim via the FOS. If We agree that a complaint to the FOS by Us on Your behalf is appropriate, We will provide You with the appropriate forms for You to complete and return to Us so that We can make the complaint on Your behalf and we will provide you with regular updates on your complaint. Any Settlement Amount paid to You through the FOS process will be

treated under the Agreement as a Settlement Amount, including for the purposes of the terms relating to our entitlement to Fees; and/or

3.10.2. We may recommend a solicitor/legal partner to pursue your Claim. We will discuss this with You and provide You with their details. We may receive a fee for introducing You to this Solicitor/Legal Partner, but this will not affect any compensation/redress You receive.

4. Your Obligations

4.1. You agree to provide to Us throughout the term of the Agreement all appropriate and available information relating to the potential claim/ Claim as soon as possible (including documentation showing You had a relationship with the Third Party and any documentation relevant to the Claim). The information You provide should be true, accurate and not misleading to the best of your knowledge and belief. Please note that if You fail to provide Us with this information, You may impede our delivery of the Services to You, We may terminate the Agreement and You may become liable to Us for costs under paragraph 7.3.

4.2. You agree to cooperate with us and provide all assistance from time to time reasonably requested by Us in all matters relating to the Services and the Claim.

4.3. Prior to entering into this Agreement You agree to notify Us if;

4.3.1. You have any outstanding liabilities owed to the Third Party;

4.3.2. In Great Britain or in any other jurisdiction You have (a) ever been declared bankrupt or subject to any bankruptcy petition; (b) ever been, or are, subject to an individual voluntary arrangement or You have proposed an individual voluntary arrangement which is yet to be approved or rejected by creditors; (c) ever been, or are, subject to a debt relief order; or (d) ever been, or are, subject to any other process or arrangement which is similar to those listed in (a) to (c), including but not limited to sequestration.

4.4. You agree to deal with all correspondence from Us promptly, including without limitation to return to Us 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 7 days.

4.5. You agree to not contact or communicate with the Third Party throughout the claims process as this may prejudice the outcome of any ongoing negotiations.

4.6. You agree to notify us within 5 working days if You receive communications directly from the Third Party regarding the progress of Your Claim (which may include telephone calls, receipt of statements and gestures of goodwill settlements) and forward any paperwork connected with this to Us as soon as possible (please note that if You fail to do this, You may impede the progress of Your Claim and/or trigger termination under paragraph 7.4.

4.7. You agree to notify Us when a settlement offer is made by a Third Party or You receive a settlement that is paid by a Third Party and not to accept any settlement that is communicated directly to You by the Third Party unless agreed in writing in advance with Us.

4.8. If our performance of any of our obligations under the Agreement is prevented or delayed by any act or omission by You, or Your failure to perform any relevant obligation ("**Customer Default**"):

4.8.1. We shall (without limiting our other rights and remedies) have the right to suspend performance of the Services until You remedy the Customer Default, and to rely on the Customer Default to relieve Us from the performance of any of our obligations to the extent the Customer Default prevents or delays our performance of any of our obligations; and

4.8.2. We shall not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from the Customer Default.

5. Our Fees

5.1. Our Fees are payable if your Claim is successful. We will charge you a percentage fee based on the Settlement Amount. VAT is chargeable on each of our Fees (the current rate of VAT is 20%). Below are several worked examples that illustrate how our Fees are applied to a successful Claim:

Settlement Amount	Our Fee	Added VAT @ 20%	Total Amount owed to Us	You receive
£1200	**30%** = £360	+£72	£432	£768
£5,000	**28%** = £1400	+£280	£1680	£3320
£15,000	**25%** = £3750	+£750	£4500	£10,500
£30,000	**20%** = £6000	+£1200	£7200	£22800
£50,000	**15%** = £7500	+£1500	£9000	£41,000

5.2. The Settlement Amounts above are not to be taken as an estimate of the amount likely to be recovered for You.

5.3. Our Fee(s) will reduce the amount of cash in hand compensation/redress You will retain. If You have arrears or outstanding liabilities on your finance the Third Party may use all or part of the Settlement Amount to pay those before making any payment to You. In this case You will still be required to pay Our Fees.

If we receive payment of
A Settlement offer (s) from a third party on
your behalf you authorise us to deduct our
success fee(s) prior to onward transmission of
the settlement to you. We will endeavour to make payment to you within two working days (we will require your bank details to transfer payment to you).

5.4. Any Fee(s) or any other amount which is payable to Us under this Agreement will be payable notwithstanding any automatic compensation/redress or similar scheme implemented by any Third Party and/or any regulatory body and/or the offer/payment to You of any compensation/redress under such scheme.

5.5. The introduction, implementation, or outcome of any potential or actual redress scheme administered by the Financial Conduct Authority (FCA) (expected to be implemented in 2026) shall not affect the Client's obligation to pay any fees, charges, or costs due to the Company under this Agreement. You, the Client, remain liable for all sums payable

in accordance with these Terms and Conditions, regardless of whether redress is obtained through such a scheme.

5.6. You will notify Us of any payment or reduction made by the Third Party within 5 working days of You becoming aware of it. If You independently accept or receive a Settlement Amount based on a Claim made by Us to the Third Party, at any time and whether or not the Agreement has terminated/been Cancelled, You will be liable to pay our Fees.

5.7. An invoice for any Fee will be raised upon Your acceptance of an offer of compensation/redress.

5.8. Any invoice We issue will specify how long You have to pay it. In respect of any unpaid invoices, We may at our discretion:

5.8.1. commence debt collection proceedings to recover the amount due either through a collection agency or the courts;

5.8.2. charge interest on the amount unpaid at the rate of 8% per annum;

5.8.3. charge you an amount equivalent to our reasonable costs of recovery.

5.9. We may set off any Fee or other amount that You owe to Us under any other agreement between You and Us against any liability that We have to make payment to You. If We do this, our other rights or remedies under the Agreement or any other agreement between You and Us will not be affected.

5.10. Once You have settled our invoice(s) in full our responsibilities and obligations to You in connection with this Agreement will cease.

6. Cancelling this Agreement

6.1. You have the right to Cancel the Agreement within 14 days without giving any reason. The Cancellation period will expire after 14 days from the date you signed these Terms of Business. You must inform Us of Your decision to Cancel the Agreement by a clear statement and any reasonable means which includes telephone, email, or post. You may use the model cancellation form which is contained in your claim pack, but it is not obligatory, and You may provide to Us any other clear statement setting out the decision to Cancel the Agreement.

6.2. If You Cancel the Agreement during the 14 day Cancellation period, You will not be subject to any financial penalty by Us. If you Cancel the Agreement after the 14 day Cancellation period you will incur our termination fees (**See 7.3 below**)

6.3. If you withdraw your authority permitting us to act as your representative outside of the cancellation Period without notifying us, you will incur our termination fees (See 7.3 below)

7. Termination

7.1. We have the right to terminate the Agreement (or decide to terminate the provision of Services related to a particular Claim) on written notice if: a) following a claim assessment of the only outstanding claim We in our fair and reasonable discretion, determine that; (i) there is no realistic prospect of the claim being successful, or (ii) the claim is not financially viable for Us to pursue. b) You commit a material breach of the Agreement and (if the breach is remediable) fail to remedy the breach within 14 days of being notified of the breach in writing; or c) you are unable to pay your debts or are deemed to have no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986, or are the subject of a bankruptcy petition or order.

7.2. Without prejudice to clause 6 above, you have the right to terminate the Agreement a) if We commit a material breach of the Agreement and (if the breach is remediable) fail to remedy the breach within 14 days of being notified of the breach in writing; or b) at any time by notifying Us of your decision to terminate the Agreement. You should notify us of your intention to terminate the Agreement preferably in writing, by post or email or by using the model cancellation form contained within your claim pack.

7.3. Termination Fees If you terminate the Agreement outside of the 14 day Cancellation period, You will be liable to pay Us our reasonable costs incurred in relation to Our Services at the rate of £75 including VAT per hour. We will send you an invoice detailing how we have arrived at our Termination Fees in relation to your Claim/s.

7.4. If after the Cancellation Period, You independently accept a Settlement offer or receive a Settlement Amount based on a Claim made by Us to the Third Party, and attempt to terminate the Agreement with Us, You will be liable to pay our Fee.

8. Principal Risks to You / Limitations of Our liability

8.1. You should be aware that you have the following principal risks:

8.1.1. there is the possibility of you not recovering any cash in hand redress but becoming liable to pay our Fees and if You have outstanding liabilities with the Third Party there is a possibility that any compensation/redress will be off-set against those outstanding liabilities and You may still be liable to pay our Fees from Your own funds; and

8.1.2. if You, whether in Great Britain or in another jurisdiction, have been subject to bankruptcy, a debt relief order, an IVA, sequestration or a similar arrangement any compensation/redress might be off-set against Your outstanding debts and You may still be liable to pay our Fees from Your own funds.

8.2. We will not give You any advice as to whether any offer of a Settlement Amount is suitable compensation/redress in respect of Your Claim and We are under no obligation to verify the calculation of the amount.

8.3. If any form of tax is payable by You or on Your behalf in relation to the Settlement Amount (such as income tax which is payable by You in respect of the interest paid to You as part of the Settlement Amount), You shall be fully responsible for such payment and We shall have no responsibility to make such payment on Your behalf.

8.4. We shall have no liability to You for any loss to the extent it arises as a result of the information provided by You in connection with Your Claim being inaccurate or incomplete, unless the reason for it being incomplete is due to a failure by Us to identify the necessary information as part of our standard claims procedures.

8.5. Nothing in the Agreement shall exclude or limit any liability of ours which may not be legally excluded or limited.

9. General Terms

9.1. By giving You Personal Notice We may transfer our rights and obligations (or subcontract any of our obligations) under this Agreement. Your rights under the Agreement will not be reduced as a result of any such transfer.

9.2. If any event beyond our reasonable control prevents or hinders Us from performing our obligations under this Agreement, We shall not be deemed to have breached this Agreement.

9.3. If We waive any breach of the Agreement that shall not be considered to be a waiver of any subsequent breach.

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9.4. This Agreement with You is governed by the laws of England and Wales. Any dispute which arises in relation to this Agreement shall be dealt with by any court in the UK, which is able to hear the case.

10. Data Protection Statement

10.1. We will use Your personal information for the purpose of providing You with our Services and for direct marketing if You consent to it or if We can rely on the legitimate interest lawful basis under the UK GDPR. The personal information You must provide for the purpose of the Agreement is indicated on the Letter of Authority; without it, We cannot provide our Services.

10.2. If You consent or We rely on the legitimate interest lawful basis under the UK GDPR, We will contact You by post, email, text and with details of our products and services which We think may be of interest to You. If You wish to stop hearing about or receiving information on our products and services, use the opt out in the email/ texts or call Us.

10.3. If You give Us Your email address and communicate with Us over the internet, We will assume that You accept the level of security in such communications and agree that We can communicate with You by email and other internet means. We set transport layer security (**"TLS"**) on our emails and We encourage You to do the same, so that the communications between Us are encrypted. Please also encrypt documents before sending them to Us and provide the encryption key to Us by a means other than email, such as a call.

10.4. We record and monitor all incoming and outgoing calls to comply with our regulatory requirements and to improve our Services.

10.5. We will keep Your personal information for up to 10 years after the end of the Agreement between Us. After that We will review Your personal information and delete it if there is no business need for Us to keep it for a longer period, for example for the purpose of a legal claim or for tax reasons.

10.6. For more details about how We process your personal data, We recommend you review Our full privacy notice on our website at https://www.investorcompensation.co.uk/privacy-policy/ or ask Us for a copy and We will provide it to You.

11. Changes to this Agreement

11.1. If We are providing You with a Service in respect of which We are entitled to a Fee, We may make changes to our Fees, including introducing new fees and charges and making changes to the basis on which We charge for providing Services, by giving You Personal Notice.

11.2. We may make any other changes to the Agreement, making changes to the basis on which We charge for providing Services, by giving You Personal Notice.

11.3. We may only make changes under paragraph 11.1 or 11.2:

11.3.1. following or in anticipation of any change in law, regulation, industry guidance or code of practice; or

11.3.2. to respond to changes or anticipated changes in the costs that We incur to Third Parties in relation to our provision of the Services.

11.4. Where We make any change under paragraph 11.1 or 11.2 the change will be proportionate to the underlying reason for the change and We will explain the reason to You.

11.5. When We give You Personal Notice of a change We intend to make in accordance with paragraphs 11.1 or 11.2, before the change takes effect You may end the Agreement without incurring a charge by giving Us notice in writing and such notice will take immediate effect.

11.6. If You do not tell Us that You want to end the Agreement as described in paragraph 11.5 before the date each change is to take effect, then You will be deemed to have accepted the change and it will take effect automatically from the date detailed in Your Personal Notice.

12. Complaints

12.1. We aim to provide the highest possible level of service to all customers. If You are unhappy with any aspect of the service, then please raise Your concern with Us immediately. We operate a complaints procedure in accordance with rules made by the Financial Conduct Authority which are designed to help Us to resolve any complaint You may have as quickly as possible. A copy of the complaints procedure is available at https://www.investorcompensation.co.uk/complaints-procedure/ or on request from Us. You have the right to refer Your complaint to the Financial Ombudsman Details of which can be found at www.financial-ombudsman.org.uk/.

By Signing below, you agree to these Terms of Business and enter into an Agreement for our Services. For a Summary of these Terms please refer to (and retain) Our Service Summary document enclosed within your claim pack.
A version of these Terms shall be published on Our website, www.investorcompensation.co.uk

I / We confirm that I /We have read the Agreement and agree to be bound by the Terms contained herein:

Signed: Print name:

Signed: Print Name:

Date: