



TERMS AND CONDITIONS

Our Business terms and conditions consist of following;

A. TERMS AND CONDITIONS FOR FINANCIAL PRODUCTS AND SERVICES

IMPORTANT NOTICE: Please read these terms and conditions thoroughly, as they form part of a legally binding contract which means once you have signed our Letter of Authority you are bound by these terms and conditions. The terms and conditions work effectively with the help of legal terminology.

Below is a glossary to help you locate definitions for terms that you might be uncertain about, as this can help your decision making.

Definitions:

In these Conditions, the following words have the meanings set out below:

Eligibility Process: Means the form completed by us based on information provided by you in relation to the Product we are offering.

Contract: Means any contract between us and you for the provision of the Services, which comprise these Conditions.

Letter of Authority: Means the letter provided by us to you in accordance with Condition 1.3.

Product: Means a credit card or unsecured loan supplied by the lender that is the subject of the services.

Lender: Means the company which supplied the product that is the subject of the Services.

Services: Means the claims Management Services to be provided by us to you, including but not limited to, the completion and review of the eligibility process, submission to underwriting (vetting) to evaluate the potential for a claim, all requests for appropriate documentation from the lender and forwarding the potential claim to lender.

Successful Claim: Means that you receive some form of compensation payment, and/or that you no longer have to pay all or part of an amount owing to a lender, either by settlement out of court or by order of the court.

Unsuccessful Claim: Means that you do not receive any form of compensation what so ever.

We/Us /Our Means: First Credit Advice Limited, Queens Court 9-17 Eastern Road Romford RM1 3NG.

You /Your Means: The person(s) who purchases the services from us under the contract as detailed in the Client contract.

Compensation: Means the compensation we aim to claim against any mis-sold PPI on your behalf. These may relate to a bank account, credit card, loan, hire purchase or Mortgage. 76% of any compensation that are successfully reclaimed will be paid to you and 20% plus VAT will be charged by us. For all other compensations for example, compensation against mis-sold Packaged Bank Account, Investment, Mortgages we will charge 25% plus VAT.



1 Application of Conditions:

- 1.1 We will complete our eligibility process based on information provided by you to us. We will then carry out an evaluation to assess the chance of a Successful Claim based on the information provided.
- 1.2 We will inform you of the outcome of the in-house process.
- 1.3 If you do want to precede either we will send you a Letter of Authority for you to sign.
- 1.4 Your signature on the Letter of Authority constitutes your acceptance of our offer to provide the Services to you, at which point the Contract will be formed, subject to these Conditions.
- 1.5 Your signature on the Letter of Authority constitutes your confirmation that prior to accepting any Fees from you:
 - 1.5.1 We have not contacted you regarding our services in an unsolicited manner including any form of "cold calling".
 - 1.5.2 We have adequately explained and you fully understand and accept the risks of claiming.
 - 1.5.3 We have clearly and sufficiently provided you with information about the services we provide.
 - 1.5.4 We have clearly and sufficiently provided you with Information about the procedures we will follow.
 - 1.5.5 We have provided you with these terms and conditions which form part of a Contract and have explained that you may cancel your Contract within 14 days and obtain a full refund, however you can cancel the contract any time after 14 days but in that case, we shall not refund the admin cost. Please find further details at clause 4 below.
 - 1.5.6 We have clearly and sufficiently explained our charges and all other costs you may have to pay.
 - 1.5.7 We have advised how you can complain about us, in the event that you maybe unsatisfied with our services.
 - 1.5.8 We have advised you of your right to seek further advice and to shop around to see if other products in the market place better suit your needs.
- 1.6 We will assess your claim and pursue your claim for Compensation against your Lender. We inform you that you have a right to pursue your claim yourself and/or seek further advice prior to instructing us.
- 1.7 We will act in your best interests at all times to process your claim and obtain settlement of your claim for you. We will be responsible for corresponding with your Lender, requesting information from it under relevant legislation, reviewing responses from it, calculating the value of your claim, negotiating on your behalf and keeping you informed of settlement offers, our evaluations of them and progress of your claim generally. If necessary, we may need to obtain further information or signed documents from you.
- 1.8 In some instances, we may need to pursue an application for the settlement of your claim to The Financial Ombudsman Scheme ("FOS") or The Financial Services Compensation Scheme ("FSCS") which we will undertake at no extra cost to you.
- 1.9 If we are unable to reach agreement with the Lender (whether before or after an application to FOS or FSCS), and if you then wish to consider taking Court proceedings, the Company will not represent you further. In that event, you authorize us to pass your claim on to one of our panel solicitors with a view to that firm advising and assisting you further. We will notify you of this at the appropriate time.



2 FEES

We shall not charge you any upfront fee for a compensation claim.

3 FURTHER COSTS

A successful claim for compensation for mis-sold PPI will result in us charging 20% plus VAT. For all other compensation claim we will charge 25% plus VAT.

Examples of the Company's fee structure are explained on information pack and on our website.

4 CANCELLATION

Cancellation by you:

4.1 You may cancel the Contract at any time by writing to us.

4.2 You are entitled to cancel the contract within fourteen (14) days from the date on which you signed the Letter of Authority. If you choose to cancel the Contract you will be provided with a full refund of all fees paid.

4.3 If you cancel the contract more than fourteen (14) days after the date on which you signed the Letter of Authority, admin/institution fees paid are non-refundable.

Cancellation by us:

4.4 We may cancel the Contract at any time by giving written notice to you in the circumstances set out in conditions 4.5, 4.6 and 4.7.

4.5 If we reasonably believe that any information which you have provided to us is fundamentally incorrect and/or inaccurate, whether or not it has been provided honestly or otherwise.

4.6 If you are, or you propose to become, the subject of a bankruptcy petition or order, or upon your death or mental incapacity.

4.7 If you directly accept any form of settlement offer from the bank/lender.

5 PROVISIONS OF THE SERVICE

We will request all the relevant documents from the Lender against your financial claims. On receipt of which our legal team then will carry out a full assessment of the documentation.

6 YOUR OBLIGATIONS

6.1 You shall:

6.1.1 Cooperate with us and all of our reasonable requests in all matters relating to the services.

6.1.2 Provide us with such information as we may reasonably request from time to time in order to carry out the services in a timely and professional manner.

6.1.3 Ensure that all information provided to us is accurate and does not contain any material omissions.

7 LIABILITIES

7.1 Nothing in these Conditions excludes or limits our liability for death or personal Injury caused by our negligence, for fraud or fraudulent misrepresentation or any other liability that cannot be restricted by law.

7.2 You acknowledge that we can only process cases that have been approved in Principle and cannot guarantee the success of any claim.

7.3 You acknowledge that information which we collect from you is for the purposes of providing the services and will not be used for investment, mortgage or advice.

7.4 Before making a claim against any lender that you currently have any product with, it is recommended that you have alternative arrangements in place should the provider choose to withdraw the product.

7.5 We shall not be liable for failure to comply with our obligations under the Contract due to an event which is beyond our reasonable control and will Endeavour to provide the services within a reasonable period of time.

8 USE OF YOUR INFORMATION

8.1 We will comply with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

8.2 You consent to us passing on your personal details to the Provider our authorized agents and other third parties.

8.3 If you want to know exactly what personal information we hold about you, you have the right to obtain it. If it transpires that the information held is inaccurate, we will make the necessary amendments and confirm to you that these have been made.



- 8.4 To obtain a copy of the personal information held by us, please write to Data Protection Officer at First Credit Advice Limited, Queens Court 9-17 Eastern Road Romford RM1 3NG. Please note that a small non-refundable fee will be payable.
- 8.5 We may send you updates and information in relation to us and our products and services, and other companies' products and services. You have the right to ask us not to use your information for such purposes and you can exercise your right to prevent this by indicating this when we collect the information. You can also exercise this right at any time by contacting us in writing.

9 COMPLAINTS

We shall investigate the complaint according to the Complaints-Handling Rules 2006 and try to resolve complaints at the earliest opportunity within eight weeks of the date when the complaint was received. We shall keep you reasonably informed about the progress of your complaint. Our detailed complaint procedure is available on our website and will be posted to you if required.

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