

CHARTERHOUSE CLAIMS LIMITED PRE-CONTRACT INFORMATION AND TERMS AND CONDITIONS OF CONTRACT

THIS DOCUMENT CONTAINS IMPORTANT INFORMATION.

YOU SHOULD READ IT THOROUGHLY BEFORE SIGNING AND YOU SHOULD ONLY SIGN IT IF YOU HAVE READ AND AGREE TO ITS CONTENTS.

1. Our Service

1.1. We are Charterhouse Claims Limited (trading as Charterhouse Claims) registered in England and Wales with registered number 07300271, Registered Office Address: Charterhouse Claims LTD, Stafford Court, 145 Washway Road, Sale, Manchester, M33 7PE. Charterhouse Claims Limited is authorised and regulated by the Financial Conduct Authority (FCA) for regulated claims management services. Our firm reference number is: 832999. You can check this on Financial Services Register at <https://register.fca.org.uk>.

1.2. Charterhouse Claims Limited provide a Mis-sold **high cost financial products claims** such as (a) payday loan claims (b) doorstep loan claims (c) short term high cost credit claims (d) guarantor loan claims (e) high cost (bad credit) loans (f) Catalogue claims (g) Car finance Claims (h) Unaffordable Lending Claims

1.2.1. Once we have received your completed paperwork we will investigate your claim by obtaining copies of all relevant documentation from your Loan Provider.

1.2.2. When you sign up with Charterhouse Claims and sign the Letter Of Authority, we will look at your credit file at credit-reference agencies (“CRAs”) such as TransUnion, Equifax or Experian. The CRAs will give us credit information about you including information from the electoral register. This credit search is used to check your identity and ensure your claim can be substantiated. We do not use this information to credit score you. The CRAs will add details of our searches and your application to the record which they hold about you.

1.2.3. Where we are investigating your claim(s) and we identify any other Lenders in relation to product types highlighted in point 1.2, we will submit a claim for these to the additional identified lenders. Before we submit the claim(s) we will always contact you to gain your consent and for you to sign a new letter of authority. The T&Cs will always remain the same from the date you have signed with the firm, your statutory rights are not affected in anyway.

The identities of the CRAs, their role also as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the CRAs are explained in more detail below. This information is also accessible from each of the three main CRAs – clicking on any of these three links will also take you to the same document:

[TransUnion](#)

[Equifax](#)

[Experian](#)

1.2.3. By signing the letter of authority and agreement you provide your consent for your signature to be applied to all documentation necessary to investigate your claims based on the information given. This included any other lenders you have informed us about when submitting your claim.

1.2.4. Once we receive the paperwork from your Loan Provider this will be reviewed to see whether the loan provided was suitable given your needs and circumstances at the point of sale.

1.2.5. If we think your Loan was mis-sold we will submit a claim to the Loan Provider who provided this. They have 8 weeks in which to respond to this. (In exceptional circumstances it may take longer than this.)

1.2.6. If your claim is rejected by your Loan Provider we may submit it to the Financial Ombudsman Service (“FOS”) for consideration. We will ask you before we do this.

1.2.7. If your claim is successful and you receive a reasonable offer of compensation we will charge you our Success Fee as shown in clause 3.1 of this agreement.

1.2.8. If you decline a reasonable offer of compensation which we advise you to accept and which is consistent with the Financial Conduct Authority (“FCA”), and FOS guidelines, our service under this agreement will be complete and we will charge you our Success Fee as shown in clause 3.1 of this agreement.

2. Your obligations

2.1. You appoint Us as your agent so that we can liaise with your Creditors.

2.2. You must ensure that you always supply truthful and accurate information.

2.3. You must forward promptly any correspondence which you receive regarding your claim to Us.

2.4. You must promptly reply to any request for further information and documents we make.

2.5. You must provide all documents, including in electronic form, in your possession that are relevant to the claim and which give evidence of a fact in the claim.

2.6. You must pay our fees within 10 working days of receipt of redress. You should consider how you will pay our fee if compensation is awarded to you in the form of a reduction in an outstanding balance or arrears, or if you decide to decline a reasonable offer of compensation which we recommend that you accept.

Typical Payment Collections Process

In the event of an unpaid invoice, the following collection procedure will be initiated:

Initial Contact: You will receive a text message, phone call, and email reminder 7 days after the invoice is sent if payment has not been received.

Day 0: Invoice

Follow-Up Contact: If the invoice remains unpaid, additional reminders will be sent. This process begins anywhere between 1 and 14 days, based on when the client receives their money. If a balance reduction has already taken place, the collections process starts immediately.

Day 1: Calls* commence

Day 6: SMS & Email

Day 11: SMS & Email

Day 16: SMS & Email

Day 21: SMS & Email

Day 26: SMS & Email

Day 32: Letter & Email

Day 38: Letter & Email

Day 44: Letter & Email

Final Contact Attempts

Day 50-56: Client loaded to PaymentPlan.co.uk and sent further texts and/or emails approximately every 3 days up to day 90-day

Escalation: If all contact attempts are ignored and the invoice remains unpaid, the matter will be referred to a third-party debt recovery company. Please note that additional fees and costs may be incurred at this stage, for which you will be liable.

*Calls are made regularly throughout the process. Automated SMS/emails are sent following unsuccessful call attempts.

In the event you have received a balance reduction, we may offer a repayment plan to assist with the outstanding amount. Repayment plans can be extended over a maximum period of 12 months, subject to agreement

2.7. You ask us to commence work in providing our service to you during the cancellation period set out in clause 4.

2.8. All answers or statements given by you are your responsibility.

3. Our Fees

3.1. Our Fee is inclusive of VAT and a percentage of the total monetary redress offered in a Settlement Proposal; this can be a Cash Award, Balance Reduction, Combination Award or any form of compensation offered by the lender in respect of your claim(s). Any compensation which you receive or if you decline a reasonable offer of compensation which we recommend that you accept and which is consistent with the FCA and FOS guidelines, we will charge you.

In the event compensation is paid to us directly You agree that We shall deduct the Success Fee before paying the balance of the Compensation to You. Before deducting Our Success Fee from any Compensation received, We will send an invoice to You which details the amount(s) due to Us and the balance of Compensation due to You. All funds will be held in Our Client Account in accordance with the FCA Account Rules. A copy of Our policy on Monies held in Our Client Account, is available on request.

For the avoidance of doubt where You have more than one successful Claim(s) against one or more Lender, We may deduct from any Compensation paid the Success Fee in respect of each of the Claims from the Compensation received for any one of those Claims.

Below is an illustration of our fees. This illustration should not be taken as an estimate of the amount likely to be recovered as redress if you have a successful claim. The figures below are for illustration purposes only and the amount you pay may be more or less than the amount shown:

Band	Redress Awarded (£)	What we will charge you (including VAT) (%)	Max Total Fee Payable
1	1-1,499	36.0 %	£504
2	1,500-9,999	33.6 %	£3,000
3	10,000-24,999	30.0 %	£6,000
4	25,000-49,999	24.0 %	£9,000
5	50,000+	17.5 %	£12,000

The table above includes VAT the current rate of 20%.

3.1.1. Closed Accounts – with no outstanding balance

This means the account you are complaining about is now closed or it is a loan account where you have repaid the balance in full.

If your claim is successful, you will receive a Cash Award.

Example:

Mr A received an offer of £2,000

Our Fee is £672 inclusive of VAT leaving Mr A with £1,328 after he paid our fee.

Fee Band 2 Calculation:

$£2,000 \times 33.6\% = £672$

3.1.2. Where your balance is reduced to £0, and you receive a cash award which is more than the invoice payable.

A combination refund is where an offer is received when you have an outstanding balance, and the Total Offer is more than your Balance.

In this scenario, the Total Offer received would first be used to reduce your balance to £0 and the remaining amount paid to you as a Cash Award.

Where the Cash Award received is more than the invoice you will receive from us.

Example:

Mrs C Received a Total Offer of £1,000 As Mrs C had an outstanding balance of £500 an amount of £500 was used to reduce her balance to £0

The remaining £500 was provided as a Cash Award.

Our Fee charged is £360 inclusive of VAT leaving Mrs C with £140 after she paid our fee.

Fee Band 1 Calculation:

$£1,000 \times 36\% = £360$

3.1.3. Where your balance is reduced to £0 and receive a cash award which is less than the invoice payable.

A combination refund is where an offer is received when you have an outstanding balance, and the Total Offer is more than your Balance.

In this scenario, the Total Offer received would first be used to reduce your balance to £0 and the remaining amount paid to you as a Cash Award.

Where the Cash Award received is less than the invoice you will receive from us, you may need to find an alternative source to pay our fee.

We can provide a payment plan on the difference between the Cash Award and the Invoice Payable.

Example:

Mr D Received a Total Offer of £10,000 As Mr D had an outstanding balance, £7,500 was used to reduce her balance to £0 The remaining £2,500 was provided as a Cash Award

Our Fee charged is £3,000 inclusive of VAT Mr D would need to use the £2,500 Cash Award towards his invoice.

Mr D may need to find an alternative source to pay the remaining fee payable of £500 or arrange a payment plan within 7 days.

Fee Band 3 Calculation:

$£10,000 \times 30\% = £3,000$

3.1.4 Where you receive a balance reduction which is less than the balance outstanding:

If the Total Offer is less than your Outstanding Balance, the refund offered would be used to reduce your outstanding balance.

Where this happens, you may need to find an alternative method to pay our invoice.

Example:

Mrs B Received a Total Offer of £4,000 As Mrs B had an outstanding balance, £4,000 the refund was used to reduce her balance to £0

This means she receives no cash award to pay our fee.

Our Fee is £1,344 inclusive of VAT Mrs B may need to find an alternative source to pay our fee or arrange a payment plan within 7 days.

Fee Band 2 Calculation:

£4,000 X 33.6% = £1,344

3.1.5 Accounts in IVAs, DRO or Bankruptcies:

If your account is included in an IVA, DRO or Bankruptcy, any refund received may be provided to your insolvency practitioner.

No longer in the IVA, DRO or Bankruptcy?

Your insolvency practitioner may still have an interest in the account. This means that any compensation received from this claim may be passed to them.

We recommend to first check whether or not they have an interest in the claim.

3.2. You should be aware that compensation means benefit which you receive as a result of our service, there may be situations where the compensation is credited to your loan balance, and you will still have to pay our fee.

3.3. Where redress is paid either to yourself or to your Guarantor you will be liable for our fees.

3.4. If you wish to request a copy of the information, we hold pertaining to you, you may do so by phone, in writing or by email. This information will normally be provided to you in a timely fashion and at no cost, however we may charge a reasonable fee where a request is manifestly unfounded or excessive, particularly if a request is repetitive.

3.5. You may be responsible (subject to a courts discretion) for all costs and expenses incurred by the Company as a result of non-payment of fees, including but not limited to, Court fees, Late Payment Charges and Interest.

3.6. All sums due from the Client which are not paid on the due date (without prejudice to the rights of the Company under the Contract) shall bear interest from day to day at the rate of 8% per annum above the Bank of England base rate.

4.Cancellation

Right to Cancel

- You have the right to cancel this contract within 14 days without giving any reason. The 14-day cooling off period begins from the date you signed your Letter of Authority.
- The cancellation period will expire after 14 days from the day of the conclusion of the contract.
- To exercise the right to cancel, you must inform us at Charterhouse Claims Limited, 145 Washway Road, Manchester, M33 7PE, info@charterhouseclaims.com, 0161 711 1966 of your decision to cancel this contract by a clear statement (e.g. By telephone OR a letter sent by post, fax or e-mail). You may use the sample cancellation form below, but it is not obligatory.

- To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- After the expiry of the 14-day cooling off period, you may ask us to cancel the claims management service. A cancellation or success fee may be payable IF:
- You have accepted a settlement proposal and cancel after acceptance, the success fee will be due in the normal way.
- There has been settlement proposal(s) but no acceptance prior to cancellation, the success fee will apply to the lowest of: (a) the settlement proposal with the highest compensation received prior to cancellation; or (b) the compensation that you achieve independently of us.
- If there has been no settlement proposal(s) prior to cancellation, a £200+vat cancellation fee will be due.

Cancellation Notice

To: Charterhouse Claims Limited, 145 Washway Road, Manchester, M33 7PE,
info@charterhouseclaims.com, 0161 711

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following service [*]

Ordered on [*]/ received 01966 [*]

Name of consumers:

Address of consumers:

Signature of consumers (only if this form is notified on paper):

Date:

[*]Delete as appropriate

5. Complaints

5.1. At Charterhouse Claims Ltd we take customer relations very seriously and we always strive to improve our service. Any complaints we do receive will be dealt with quickly and professionally following the guidelines outlined below:

5.1.1. Complaints may be made by any of the following

1) in writing, to the Complaints Officer at Charterhouse Claims Ltd, 145 Washway Road, Manchester, M33 7PE.

2) by e-mail to Complaints@Charterhouseclaims.com

3) by telephone on 0161 711 1966

4) or in any other form in respect of a claims management service that we have provided and that is regulated under the Financial Services and Markets Act 2000.

5.1.2. We will send you a written or electronic acknowledgment of a complaint within five business days of receipt, identifying the person who will be handling the complaint for the business. Wherever possible, that person will not have been directly involved in the matter which is the subject of the complaint and will have the authority to settle the complaint.

5.1.3. Within eight weeks of receiving a complaint we will send you either:

5.1.3.1. a final response which adequately addresses the complaint: or

5.1.3.2. response which:

5.1.3.2.1. Explains why we are still not in apposition to make a final response, giving reasons for the further delay and indicating when we expect to be able to provide a final response; and

5.1.3.2.2. Informs you that you may refer the handling of the complaint to the Claims Management Ombudsman Service if you're dissatisfied with the delay.

5.2. Where we decide that the redress is appropriate, we will provide you with fair compensation for any acts or omissions for which we are responsible and will comply with any offer of redress which you accept. Appropriate redress will not always involve financial redress.

5.3. If we are unable to resolve your complaint, or if a complaint is not resolved after eight weeks then you can have the complaint independently looked at by the Claims Management Ombudsman Service. The Claims Management Ombudsman Service investigates complaints about poor service from claims management companies. The Claims Management Ombudsman Service can investigate complaints up to six years from the date of the problem happening or within three years of when you found out about the problem. Should you wish to refer your complaint to the Claims Management Ombudsman Service this must be done within six months of our final response to your complaint. If you are not satisfied with our response, or if a complaint is not resolved after eight weeks, you may refer the complaint to –

Writing: Claims Management Ombudsman , Exchange Tower, London E14 9SR

Email: <https://cmc.financial-ombudsman.org.uk/>

Telephone: 0800 023 4567 (Opening times: Monday to Friday – 8am to 8pm and Saturday – 9am to 1pm)

6. Other important information

6.1. You are not required to use a claims management company to make your complaint direct to your product provider (lender/bank etc.) and if unsuccessful to the Claims Management Ombudsman Service for free.

6.2. You acknowledge and agree that the Company may perform an address and finance check on you for the purposes of providing complete information to the third party the claim is being made against.

6.3. The provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this agreement which means that only you and we have any rights under this contract. However if you ask us to liaise with anybody else on your behalf in relation to this contract we will do so provided that you give us your written permission.

6.4. Our service is personal to you and for this reason, you are not able to assign this contract to any other person.

6.5. If your account is still active, please be aware that the lender may freeze the facility whilst your complaint is ongoing.

6.6. By making a claim, your account may be closed, and your credit limit may be decreased by the lender.

6.7. We can assign our rights and responsibilities in this contract provided that the person we assign it to agrees to provide the same services to you in accordance with this contract. We will write to you before any assignment is made to ensure that you are aware that it is happening. You have the option to cancel your contract without charge in these circumstances.

6.8. Introducer Fees. If your details have been referred by a third party Charterhouse Claims Ltd may pay them an introducer's fee.

6.9. You should consider whether you have alternative mechanisms for pursuing a claim i.e. legal expenses insurance.

6.10 After providing the Claims Services We will be entitled to continue to hold Your personal information until the Claim(s) is concluded and We receive full payment of money owed to Us for Fees plus VAT. We will then keep Your personal information for up to seven years in electronic form after which time We will destroy it unless we are required to keep it by law.