



TERMS AND CONDITIONS OF INSTRUCTION

Wybract Limited is a company registered in England and Wales with company registration number 09118162. It is also registered with the Claims Management Regulator with Authorisation Number CRM40351.

Background:

You acknowledge that:

- (1) it has been Your choice whether or not to enter into this agreement and that prior to doing so You had the opportunity to make a Claim on Your own behalf or by other means;
- (2) by entering into this agreement You do not necessarily increase Your Claim's chances of success;
- (3) Wybract is not providing, and is not regulated to provide, financial advice; and,
- (4) Wybract is not regulated by the Solicitors Regulation Authority.

Definitions

The following terms in this agreement shall have the corresponding meanings, save where the context requires otherwise.

Abortive Fee: a percentage (plus VAT, if any, thereon) of the gross monetary value ("**Gross Monetary Value**") at which We value a Claim in respect of which You terminate Our instructions with the amount payable to be determined by reference to the stage which the Claim(s) has/have reached at the date of termination as set out in Schedule 2

Act of Insolvency:

- a. the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors;
- b. the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order;
- c. the making of an application for an administration order or the making of an administration order;
- d. the appointment of an administrator;
- e. the commencement of a voluntary winding-up except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or,
- f. the making of a winding-up order

Accountant: an independent chartered accountant who is a member of the Institute of Chartered Accountants of England and Wales

Assessment Stage: the period during which We are assessing a Claim in accordance with clause 1.6

Claim: each potential complaint or cause of action which You may have against a Provider in relation to a Provider Service (excluding any claim(s) in respect of, and limited to, payment protection insurance and/or a packaged bank account)

CMR: Claims Management Regulator

Claims Management Services: the assessment, preparation, submission, negotiation and conclusion of a Claim (each a “Claims Management Service”)

Confidential Information: all information (however recorded or preserved) which would be regarded as confidential by a reasonable person which is provided or disclosed in connection with or relating to a Claim or the Claims Management Services, and including (but not limited to) any Intellectual Property Rights and any legal advice, legal document or other document or advice given to or provided by Us or on Our behalf to You in connection with or relating to a Claim or the Claims Management Services)

Data Controller: has the meaning set out in section 1(1) of the Data Protection Act 1998

Expenses: any fees, payments or disbursements including (but not limited to) those listed in Schedule 5 payable to any person who is not a party to this agreement as agreed between Us and You from time to time

FCA: the Financial Conduct Authority (including its successor from time to time)

Fee: 20% of the Recovery in respect of a Claim (not including any Expenses which may be due to us), plus VAT at the applicable rate thereon

Gross Monetary Value: as defined in the definition of “Abortive Fee”

Intellectual Property Rights: copyright, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, documents, information, databases, rights to protect the confidentiality of confidential information (including Confidential Information, know-how and trade secrets) and all other intellectual property rights, whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future.

Materials: any and all information, document, authorisation, correspondence or notification (whether favourable or adverse and whether in hardcopy or electronic form) which is or may be relevant to a Claim

Nominated Client Account: Our client account as notified in writing to You from time to time

Personal Data: has the meaning set out in section 1(1) of the Data Protection Act 1998 and relates only to personal data, or any part of such personal data, in respect of which We are the Data Controller and in relation to which We are providing services to You under this agreement

Processing and Process: have the meanings set out in section 1(1) of the Data Protection Act 1998

Provider: an FCA authorised and regulated entity and its predecessors

Provider Fees: the fees payable by a Client to a Provider (past, present or future) in connection with any financial product or service which is the subject of a Claim

Provider Service: a service which has been carried out on Your behalf by a Provider (including but not limited to pension investments, pension transfer and mortgages) excluding any claim(s) in respect of, and limited to, payment protection insurance and/or a packaged bank account

Recovery: the gross amount of money offered or which is recovered or settled in your favour and/or on Your behalf in respect of a Claim, whether paid to or received by Us, You, Your pension provider or another third party which You have nominated in writing from time to time or otherwise.

Where the Provider, following a Claim, agrees to reduce its Provider Fees then the amount of the savings to the Client (for a period of 5 years from the date from which any reduction takes effect) shall be deemed to be included in the amount of the Recovery for the purposes of calculating the Fee, provided that We will not charge a Fee, pursuant to this provision, to the extent that such a Fee would exceed the total amount of any compensation payable to the Client

Us / Our / We: Wybract Limited (CRN: 09118162) whose registered office address is Essex House, 71 Regent Street, Cambridge CB2 1AB

You / Your: the name(s) which appear in the letter accompanying this agreement

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Any reference to "writing" includes email.

1. Conduct of Your claim

- 1.1. By signing and returning this agreement (or a copy of it) to us, You have instructed Us to provide Claims Management Services to You.
- 1.2. The extent to which We carry out each of the Claims Management Services will depend on the merits of Your Claim and We have no obligation to carry out a particular Claims Management Service if We reasonably believe that a Claim, at any time, has no reasonable prospect of success.
- 1.3. You agree that We have the exclusive right to deal with and provide Claims Management Services to You in respect of any further Claim(s) (an "**Additional Claim**") which may come to Our attention when dealing with a particular Claim.
- 1.4. We will conduct any Additional Claim on the terms of this agreement.
- 1.5. We will exercise reasonable care and skill carrying out Claims Management Services for You.
- 1.6. Following compliance by You with clause 2.1.1 We will make an initial assessment of the prospects of a Claim being successful and, following that initial assessment:
 - 1.6.1. if We form the view that a Claim does not have reasonable prospects of success then We will let You know why We have formed such a view and may at that point terminate this agreement by written notice to You;

- 1.6.2. if We need further information to establish whether a Claim has reasonable prospects of success We will let You know what further information We require; or,
- 1.6.3. if We believe that a Claim has reasonable prospects of success, We will let You know what subsequent action We will take in respect of that Claim.
- 1.7. If We form a view in accordance with clause 1.6.3 then We will prepare the Claim for submission (subject to any further information which We may require) to the relevant body who will deal with the Claim.
- 1.8. Once the draft submission is prepared We will send this to You for Your review and comments following which We will take into account any further comments You have and amend the submission accordingly (if reasonable to do so) and/or submit the Claim to the relevant body on Your instruction as the case may be.
- 1.9. Once We have submitted the Claim We will take such action as We consider reasonably necessary to progress the Claim and will keep You informed of the progress of the Claim at reasonable intervals.
- 1.10. If, during the course of conducting a Claim it becomes apparent, advisable or necessary that court or other legal proceedings should or must be commenced then these proceedings will be the subject of a separate agreement between You and Us.
- 1.11. At the conclusion of a Claim, We will return any Materials to You which You have provided to us, save for those which We are required or may by law, regulation, guidance or procedure retain.
- 1.12. If You wish to make a complaint about any service We have provided to You please follow the complaints process outlined in Schedule 4.
- 1.13. Subject to clause 6.3, it is agreed that We may engage agents ("**Third Party Agents**") to provide or assist with any Claims Management Services at Our discretion.

2. Your obligations to us

- 2.1. You are obliged to:
 - 2.1.1. provide us, within 20 working days of signing and returning this agreement to us, with all Materials (or authentic copies of Materials) which You have in Your possession or control;
 - 2.1.2. throughout the period during which We provide Claims Management Services to You, provide Us with any further Materials which come into Your knowledge, possession or control within a reasonable time of becoming aware of them;
 - 2.1.3. provide Us with all reasonable assistance in acquiring any Materials held by a third party in relation to a Claim;
 - 2.1.4. deal with any correspondence which We send to You in a timely manner;
 - 2.1.5. throughout the period during which We provide Claims Management Services to You, reply truthfully, fully and accurately to the best of Your knowledge and belief to any enquiry which We raise with You;
 - 2.1.6. immediately notify Us in writing if You receive any correspondence directly from any third party in connection with a Claim; and,
 - 2.1.7. provide Us with Your bank details to which any Recovery monies are to be sent (subject to the provisions of clause 3).

3. Fees and Payment

- 3.1. If during this agreement there is a Recovery in respect of a Claim then You agree to pay to Us the Fee plus any Expenses which You and We have agreed will be payable by You.
- 3.2. If We receive the Recovery monies direct from the payee then You agree that We can deduct and retain any sums due to Us from You under this agreement (including but not limited to the Fee and any Expenses and whether or not relating to the Claim in respect of which the monies are received) before remitting the balance to You.
- 3.3. You agree that any Provider paying a Recovery in cash is authorised, now and in the future, to make such payment to the Nominated Client Account (in accordance with the Payment Instruction Form annexed to this contract). Following an assignment in accordance with clause 6 You agree to provide an updated Payment Instruction Form.
- 3.4. If the Recovery is sent to You or to Your pension provider or to a third party on Your behalf directly, or to a third party, by the payee then You agree to pay to Us, within 7 days of the issue of an invoice to You in respect of a Claim, the outstanding balance of Our invoice.
- 3.5. We agree that, if no Recovery is made in respect of a Claim, then You are not obliged to pay to Us the Fee due in respect of that Claim. For the avoidance of doubt, the absence of Your liability to pay to Us a Fee in respect of that Claim does not absolve You from liability to pay to Us the Fee in respect of any other Claim in which a Recovery is made.
- 3.6. We reserve the right to request payment on account from You before incurring any Expense(s) and until such payment is received this agreement may, entirely at Our discretion, be suspended in accordance with clause 4.
- 3.7. By way of a typical example only, an illustration of a calculation of Our Fee is provided in Schedule 1.
- 3.8. Any payment under this agreement not made by its due date shall attract interest at the rate of 4% per annum above the base rate of Barclays Bank plc (both before and after any judgment).
- 3.9. In the event that any payment is not made in accordance with this agreement, We shall also be entitled to recover from You all proper expenses and costs incurred in securing payment, including but not limited to the cost of engaging a debt collection agency and the costs of taking legal action to recover the sums owing.

4. Suspension and Termination

- 4.1. Termination of the agreement by You
 - 4.1.1. You may terminate this agreement within 14 days of signing this agreement (or a copy of it) by notice to Us.
 - 4.1.2. If You terminate this agreement pursuant to clause 4.1.1 then We will refund to You any monies You have paid to Us in respect of the Claim which the termination relates to less any Expenses as agreed from time to time.
 - 4.1.3. You may terminate this agreement by giving Us 21 days' notice in writing specifying the reason for the termination.

- 4.1.4. Subject to clauses 4.1.5 and 4.1.6, if You terminate the agreement then, within 14 days of the service of a notice on Us by You to that effect, You agree to pay to Us the Abortive Fee.
 - 4.1.5. If You terminate this agreement during the Assessment Stage then You agree to pay Us for Our time spent in dealing with a Claim with reference to the time recorded for that Claim based on the hourly rates set out in Schedule 3.
 - 4.1.6. We agree that You do not have to pay to Us an Abortive Fee if You terminate this agreement pursuant to clause 4.1.1 or, acting reasonably, terminate this agreement when one of the following grounds reasonably applies:
 - 4.1.6.1. An Act of Insolvency occurs with regard to Us; or,
 - 4.1.6.2. We fail materially to comply with any material obligation imposed on Us under this agreement.
- 4.2. Termination of the agreement by Us
- 4.2.1. We may terminate this agreement by giving You at least 21 days' notice in writing;
 - 4.2.2. If We terminate the agreement in accordance with clause 1.6.1 or clause 4.2.1 We agree that You are not obliged to pay Us a Fee (but in this circumstance You will still be obliged to pay to pay Us any Expenses which We have incurred on Your behalf with Your prior permission);
 - 4.2.3. If We terminate the agreement when one of the following grounds reasonably applies then You agree to pay to Us an Abortive Fee within 14 days of receipt of an invoice from Us (save where clause 4.1.5 applies):
 - 4.2.3.1. You fail to comply with any obligation imposed on You or to be complied with by You under this agreement;
 - 4.2.3.2. You are abusive or threatening towards Us or to any of Our staff, employees, agents or representatives, to be determined at Our sole discretion;
 - 4.2.3.3. You provide false or misleading information to Us;
 - 4.2.3.4. An Act of Insolvency occurs with regard to You;
 - 4.2.3.5. You refuse to accept an offer of Recovery which We (acting reasonably) regard as being reasonable in the circumstances;
 - 4.2.3.6. You repeatedly fail or refuse to respond timely to any queries raised with, or sent to, You by Us in connection with a Claim;
 - 4.2.3.7. You act (in Our reasonable opinion) in a way which is or may be prejudicial or detrimental to a Claim;
 - 4.2.3.8. You omit to act and that omission is or may be prejudicial or detrimental to a Claim; or,
 - 4.2.3.9. We become aware that You are pursuing a Claim (in respect of which You have instructed Us to provide Claims Management Services) with the assistance of a third party or independently.
- 4.3. If We and You cannot agree the amount of the Abortive Fee then the matter can be referred by either party to the President of the Institute of Chartered Accountants of England and Wales to appoint an Accountant to determine the amount of the Abortive

Fee and whose decision shall, in the absence of manifest error, be final and binding on both parties.

- 4.4. The costs of the Accountant will be borne by each of the parties equally or in the proportion which the Accountant directs within his sole discretion based on the reasonableness or otherwise of the conduct of the parties in respect of the matters in issue.
- 4.5. If a referral to the Accountant is made then You agree to pay the Abortive Fee to Us within 14 days of the Abortive Fee being agreed by You and Us or determined by the Accountant, whichever is the earlier.
- 4.6. Suspension of the agreement
 - 4.6.1. At any time if we consider it reasonable to do so (including if any of the events listed in clauses 4.2.3.1 to 4.2.3.9 occur) and without limiting Our other rights or remedies under this agreement, We may suspend provision of any or all of the Claims Management Services and Our other obligations under this agreement on giving You at least 7 days' written notice (a "**Suspension Notice**") until such time from when We give You written notice that the suspension has been lifted (a "**Reinstatement Notice**").
 - 4.6.2. The period of time between a Suspension Notice taking effect and the service on You of a Reinstatement Notice is referred to as the "**Suspension Period**".
 - 4.6.3. During a Suspension Period, We shall not be liable to You (as far as permitted by law) for a Claim not being progressed and in particular, but without prejudice to the generality of this clause, We shall not be liable for any failure to comply with deadlines (including but not limited to statutory or common law limitation periods).
- 4.7. Termination of this agreement in accordance with this clause 4 is without prejudice to any claim which either party to this agreement may have against the other for a prior breach of this agreement.

5. Variation

- 5.1. If We have a good reason for doing so (acting reasonably) We may vary or change the terms of this agreement by giving You at least 21 days' notice in writing and if the variation or change is material We will seek Your consent to the change before it is binding (such consents not to be unreasonably withheld or delayed) – such consents will be deemed to be given by You if You continue to instruct Us in relation to the Claims Management Services more than 21 days after receiving notice of the variation of change from Us.
- 5.2. Without prejudice to the generality of clause 5.1, We can make the following changes to the agreement and/or in the following circumstances and/or for the following reasons:
 - 5.2.1. the grounds stated in clause 4.2.3 so that they remain up to date and current;
 - 5.2.2. the definition of "Claims Management Services" so that We can ensure that the service We are providing to You is in-line with Our business structure and current guidance (from time to time);

- 5.2.3. the obligations imposed on You by clause 2.1 so that Your obligations to Us remain current; and,
 - 5.2.4. general changes to this agreement so that the service We provide and offer to You is in accordance with guidance issued by the CMR or another relevant regulatory body.
- 5.3. Any variation to this agreement proposed by You must be in writing but will not be binding unless a copy of the proposed variation is signed by an individual who is registered as a director of Us at Companies House.

6. Assignment and Subcontracting

- 6.1. We may by giving You at least 14 days' written notice assign or novate any or all of Our rights and/or obligations under this agreement to a third party save that We are not permitted to do so without first:
 - 6.1.1. taking reasonable steps to ensure that Your rights under this agreement will not be significantly reduced or diminished by the assignment and/or novation (as the case may be); and,
 - 6.1.2. consulting with You (if reasonable to do so) before the assignment and/or novation (as the case may be) occurs.
- 6.2. You may assign any or all of Your rights under this agreement on 14 days' written notice to Us but must first provide Us with reasonable information regarding the identity of the proposed assignee and the reason for the assignment.
- 6.3. We may appoint Third Party Agents pursuant to clause 1.13 by giving You at least 14 days' written notice save that We are not permitted to do so without first:
 - 6.3.1. taking reasonable steps to ensure that Your rights under this agreement will not be significantly reduced or diminished by the appointment; and,
 - 6.3.2. consulting with You (if reasonable to do so) before the appointment takes place.
- 6.4. Without prejudice to the generality of clause 6.3, You consent to Us appointing Brangaene Limited of Essex House, 71 Regent Street, Cambridge, England CB2 1AB (Company Registration Number: 09488019) to assist Us in the handling and progression of a Claim and in particular in the provision of:
 - 6.4.1. Administration;
 - 6.4.2. Information technology systems for customer relationship management and document storage; and,
 - 6.4.3. Physical storage facilities.

7. Data Protection

- 7.1. We agree that We will Process Your Personal Data in accordance with the Data Protection Act 1998 as Data Controller.
- 7.2. You grant Us permission (without further reference to You) to:
 - 7.2.1. share Your Personal Data with third parties (including but not limited to Third Party Agents as referred to in clause 1.13) if in Our reasonable opinion it is necessary to do so for the purpose of furthering or assisting with a Claim;

- 7.2.2. share Your Personal Data as required by an order of a competent lawful authority, a court order or by law; and,
- 7.2.3. make a request under section 7 of the Data Protection Act 1998 on Your behalf to any third party who is or maybe connected with a Claim.

8. Limitation of liability

- 8.1. Nothing in this agreement shall exclude or limit Our liability to You in respect of:
 - 8.1.1. death or personal injury resulting from Our negligence;
 - 8.1.2. fraud or fraudulent misrepresentation; or,
 - 8.1.3. any provision of the Consumer Rights Act 2015, the Supply of Goods and Services Act 1982 or any other liability which cannot be limited or excluded by applicable law.
- 8.2. Subject to clause 8.1, We shall not have any liability to You for any loss which arises as a result of action taken or omitted to be taken in reliance on any Materials or other information which You provide to Us.
- 8.3. Subject to clause 8.1, We shall not be liable to You in tort (including but not limited to negligence), contract, breach of statutory or common law duty or otherwise (to the extent permitted by law) for any loss (including but not limited to loss of business, profit or reputation) including consequential or indirect loss or damage.
- 8.4. Subject to clause 8.1, Our total liability to You in respect of any loss or damage which You suffer and for which We are liable shall not exceed £50,000.00.

9. Confidentiality and Intellectual Property Rights

- 9.1. The provisions of this clause shall not apply to any information which becomes available to the public (other than as a result of either party or its representatives due to a breach of this clause 9) or which the parties agree, prior to the disclosure, is not Confidential Information and may be disclosed.
- 9.2. Subject to clauses 7.2 and 9.4, each party shall keep the Confidential Information of the other party confidential and shall not:
 - 9.2.1. use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement; or,
 - 9.2.2. disclose such Confidential Information in whole or in part to any third party except as expressly permitted by this clause 9.
- 9.3. We may disclose Your Confidential Information to:
 - 9.3.1. Brangaene Limited in connection with the matters set out in clause 6.4; and,
 - 9.3.2. Our employees, officers, representatives or advisers who need to know such information for the purposes of exercising Our rights or carrying out Our obligations under or in connection with this agreement. We shall ensure that those employees, officers, representatives or advisers, which Your Confidential Information is disclosed to, comply with the provisions of this clause 9.

- 9.4. In addition to Your obligations in clause 9.2, You agree that You will not disclose any Confidential Information to any third party (and in particular, but without prejudice to the generality of this clause 9.4, will not disclose any Confidential Information to any other claims management company) without Our prior written consent.
- 9.5. Before considering a request for consent pursuant to clause 9.4 We can request from You reasonably sufficient information to enable Us to determine who the Confidential Information will be disclosed to, used by and why it is being disclosed.
- 9.6. A party may disclose Confidential Information of the other party to the extent that such Confidential Information is required to be disclosed by law, by any government or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of, and information relating to, that disclosure as reasonably possible.
- 9.7. All Our Intellectual Property Rights relating to or in connection with a Claim or the Claims Management Services (including Our Intellectual Property Rights in documents provided by Us for Your benefit) shall remain vested in Us at all times and shall not transfer to You.
- 9.8. The provisions of this clause 9 shall continue to apply after termination of this agreement.

10. Joint and Severable Liability

- 10.1. Where You consist of more than one person or individual each such person or individual shall be jointly and severally liable for the obligations imposed on You under this agreement.
- 10.2. We may take action against either or any of those persons in Our sole discretion without affecting the liability of the other(s).

11. Governing Law

- 11.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 11.2. Save as provided for in clause 4.3, the parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

12. Indemnity

You agree to indemnify Us and to keep Us indemnified against any loss or damage which results from You breaching this agreement or as a result of any act or omission of You or those authorised by You in connection with or in relation to this agreement.

13. Warranties

You warrant that You are authorised and permitted to enter into this agreement, and have obtained all necessary permissions and approvals.

14. Notices

Any notice given under this agreement must be in writing. Any notice sent by post shall be deemed served on the second working day after posting.

15. Entire Agreement

- 15.1. This agreement constitutes the entire agreement between You and Us. It supersedes and extinguishes any previous agreements, promises, assurances, warranties, representations and understandings between You and Us, whether made orally or in writing.
- 15.2. Each party acknowledge that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement. Nothing in this clause shall limit or exclude any liability for fraud or for fraudulent misrepresentation.

By signing this agreement You confirm that You understand that You are solely responsible for any statements, answers or replies you make or give in connection with or relating to this agreement or a Claim.

By signing this agreement You agree to its terms. If You have any queries You should raise these with Us before signing this agreement and, if You still have queries, You should seek independent legal advice before signing.

Signature:

Name:

Date:

COPY

SCHEDULE 1: EXAMPLE OF TYPICAL FEE

Recovery amount	£34,063.63*
Fee (at 20% of Recovery)	£6,812.73
VAT payable on the Fee (currently at 20%)	£1,362.55
Expenses	£600.00
VAT payable on the Expenses (currently at 20%)	£120.00
Amount due to You	£25,168.35

**this amount is based on the average recovery amount received by Our clients*

SCHEDULE 2: STAGES OF A CLAIM – PERCENTAGE PAYABLE

Stage of Claim	Percentage of the gross value of the claim payable
Preparation	70%
Submission	85%
Negotiation	95%
Conclusion	100%

SCHEDULE 3: HOURLY RATES

Status of persons who may be involved in a Claim	Hourly rate (plus VAT)
Claim handler	£60
Reviewer	£100
Supervisor	£150

SCHEDULE 4 – COMPLAINTS PROCEDURE

If you would like to make a complaint against Wybract and you have any questions on any aspect of our complaints procedure, please get in touch and we can provide you with assistance.

The following is the official Wybract Limited complaints procedure, which complies with the Complaints Handling Rules 2015.

1. Definitions

- 1.1. Wybract Limited shall hereafter be known as 'the Company'.
- 1.2. A Client making a Complaint shall hereafter be known as 'the Client'.
- 1.3. Any term in this document with a capitalized initial letter shall retain the same meaning throughout.

2. Introduction

- 2.1. Any Client of the Company has the right to make a complaint against the Company;
- 2.2. If the Client is dissatisfied with the Company's Final Response, the Client may complain to the Legal Ombudsman, whose contact details are below; a complaint to the Legal Ombudsman may be made within 6 months of the Final Response, within 6 years of the cause of the Complaint occurring or 3 years of the Client finding out about that cause.

3. The process of making a complaint

- 3.1. A Client may make a Complaint by any reasonable means, including letter, telephone, email, or in person.
- 3.2. The appointed Complaints Manager shall investigate the Complaint, unless the Complaints Manager is directly or indirectly the subject of the Complaint, in which case the Complaints Manager shall appoint someone of sufficient competence, who is not subject of the Complaint, to investigate it.
- 3.3. The person investigating the Complaint, whether the Complaints Manager or some other person, shall have authority to settle the Complaint on behalf of the Company.
- 3.4. When a Complaint is upheld, the Complaints Manager shall determine any appropriate forms of redress to be offered by the Company; if another person has investigated the Complaint, the Complaints Manager shall seek that person's advice on redress, and shall follow that advice unless the Complaints Manager has good reason not to do so.

4. Relevant time-scales

- 4.1. The Company shall acknowledge a Complaint within 5 working days of receipt, giving the name and the job title of the individual handling the Complaint on behalf of the Company, and providing details of the Company's complaints handling procedures.

4.2. Within 8 weeks, understood as 40 working days, the Company shall give the Client a Final Response; or it shall provide an explanation as to why it is not yet in a position to give a Final Response, and indicate when it expects to do so.

4.3. Within 8 weeks the Company shall also inform the Client in writing that the Client can complain to the Legal Ombudsman, the time-frame for doing so, and the Legal Ombudsman's full contact details.

5. Record of the complaint

5.1. The Company shall maintain Records of all Complaints handled by the Company under the above procedures.

5.2. The Company shall provide the Regulator, being the statutory entity overseeing the regulation of Claims Management Companies, with any Records that the Regulator requests.

6. Legal Ombudsman contact details

PO Box 6804, Wolverhampton, WV1 9WG

Email: enquiries@legalombudsman.org.uk Telephone: 0300 555 0333

SCHEDULE 5 – LIST OF POSSIBLE EXPENSES (NON-EXHAUSTIVE)

Expense	Cost (plus VAT where applicable)
Travel and accommodation	£250 per day
Charges of a pension company to revalue a transferred pension	Up to £1,000
Advice from a third party if deemed necessary to progress a claim	Up to £1,000

COPY

ANNEX: PAYMENT INSTRUCTION FORM

To: _____(Provider)

From: _____(Client)

Reference: _____

In connection with any claims against you, I hereby authorise you to pay any monies due to me (now or in the future) to the Nominated Client Account of Wybract Limited being:

- Name of account: _____
- Account number: _____
- Sort Code: _____
- Bank: _____

Signed: _____

Print name: _____

Date: _____