



# First Credit Solutions

## Payment Protection Insurance

### TERMS & CONDITIONS

<p><b>1. Definitions</b></p> <p>1.1 "Institution" means the Financial Institution who sold the policy or gave the advice.</p> <p>1.2 "Client" means the named policy holder/account holder(s) as detailed in the letter of authority, whom have instructed the company.</p> <p>1.3 "Claim(s)" means the client's claim or claims against the institution in relation to the miss sold PPI policy.</p> <p>1.4 "Compensation" means any compensatory deposit paid or awarded following the instruction of the company services by the client.</p> <p>1.5 "The Company" means this firm "First Credit Solutions Ltd", regulated claims management company.</p> <p>1.6 "Fee" means the fee of 25% plus VAT where applicable of the Compensation.</p> <p>1.7 "Services" means the services provided by First Credit Solutions Ltd on behalf of the client.</p> <p><b>2. Conduct of Engagement</b></p> <p>2.1 The Client agrees by signing and returning the letter of authority to be bound by the terms and instructs The Company to provide the service for such period that The Company is allowed and if reasonably possible to complete the claim.</p> <p><b>3. The Client</b></p> <p>3.1 Agrees by signing the Letter of Authority to give the company their full authority and consent to pursue the claim with the institution on their behalf.</p> <p>3.2 Agrees to deal promptly with all reasonable requests by The Company for authority, information and documents and further instructions that The Company may require. Failure to comply with this term will give The Company the right to terminate this agreement and the client will be liable to reimburse the company for any costs incurred up to the date of termination.</p> <p>3.3 Agrees to immediately without fail advise The Company of any matters that may affect the claim.</p> <p>3.4 Assigns his/her/their full entitlement to any Compensation to The Company. The Client hereby agrees to the institution remitting the Compensation to The Company and for The Company to retain the service Fee before paying the balance of the Compensatory deposit to the Client. Notwithstanding, should the compensatory deposit be paid directly to the Client. The Company will invoice the Client the service fee which is payable immediately.</p> <p>3.5 Agrees that The Company has the exclusive right to deal with the claim.</p> <p>3.6 Agrees that if this Agreement is terminated by the Client for any reason, to pay The Company minimum service fee of £500 plus VAT if applicable or, if the Claim has already been started by The Company and The Company proceeds with the Claim and the Claim is successful, the Fee.</p>	<p><b>4. The Company Will:</b></p> <p>4.1 Use all reasonable endeavours to obtain the maximum award of Compensation for all the Client Claims.</p> <p>4.2 Not accept liability for unsuccessful Claims or the Compensation paid to the Client.</p> <p>4.3 Immediately advise the Client if the Claim will not be pursued. It is at The Company's discretion at any time to decide whether or not to proceed with the Claim.</p> <p>4.4 Make payment to the Client as soon as reasonably practical, following the settlement of a Claim, after The Company has taken it's Fee.</p> <p><b>5. Disclaimer</b></p> <p>5.1 The Company shall not be liable to you for any loss or damage (other than which cannot by law be excluded). As a result of The Company having acted on your instruction or following receipt of any information from you: The Company's services being unavailable though any cause beyond our reasonable control.</p> <p>5.2 The Client understands that you could complain directly to the Institution at no cost, with the availability to take matters further with the Financial Ombudsman Service however if you wish to pursue your complaint via The Company you will be liable to The Company for and agree to indemnify The Company against all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings. The Company directly or indirectly incurs or which are brought against the Company if you have acted fraudulently, been negligent or breached your agreement with The Company. The Company will not be held responsible for any action taken by your financial institution as a result of any claim made on your behalf.</p> <p>5.3 The Client agrees that any debt or liability incurred by you under this agreement shall be solely the responsibility of you, the account holder.</p> <p><b>6. Cancellation and Complaints</b></p> <p>6.1 You have 14 days from the date you return your application to cancel your claim. This should be in writing to First Credit Solutions Ltd, P.O. Box 291, Doncaster, DN9 3ZW. All cancellations of claims after the 14 days wait period will be at the discretion of The Company and subject to reasonable costs.</p> <p>6.2 If you are unhappy with The Company's service you have the right to complain. If you have a complaint please contact us at: enquiries@firstcreditsolutions.co.uk or by post at First Credit Solutions Ltd, P.O. Box 291, Doncaster, DN9 3ZW.</p> <p><b>7. Governing Law</b></p> <p>7.1 This Agreement shall be subject to the law of England and Wales.</p>
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### Declaration

I/we confirm that I/We have read and understand the above terms and conditions and by signing below we confirm acceptance of the terms and conditions with First Credit Solutions Ltd. I/We confirm that I/We have read and understand the data protection statement.

This agreement is a binding contract and by signing it you are accepting the terms and conditions.

Signature (1): \_\_\_\_\_

Signature (2): \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_