

**TERMS OF  
ENGAGEMENT  
PBA**

This document sets out the Terms of Engagement for the appointment of Chandler Simmons to act on the client's behalf in all aspects of their claims for mis-sold packaged bank accounts.

Please complete as clearly as possible.

**CLIENT (1)**

First name(s):

Middle Name(s):

Surname:

Date of Birth:

**CLIENT (2)** To be completed where the account is held jointly and both account holders are instructing us jointly.

First name(s):

Middle Name(s):

Surname:

Date of Birth:

**YOUR CURRENT ADDRESS**

**PLEASE READ, SIGN AND DATE**

Client Signature:

Date:

Joint Signature

Date:

**SIGN HERE**

These are the standard terms and conditions which Chandler Simmons intends to rely. You should read this document carefully before signing it. If you do not understand anything within it, please contact Chandler Simmons using the contact details below and we will explain.

- 1. Definitions:**
- 1.1. 'Claim' means the Client's contemplated action against the Company for Compensation relating to mis-sold Payment mis-sold packaged bank accounts.
  - 1.2. 'Client' means the person(s) who have instructed Chandler Simmons to pursue the claim.
  - 1.3. 'Company' means the financial institution and/or persons to whom the Letter of Authority is addressed, being the Bank, Building Society, Financial Advisor or any other entity (or their employee, director, agent, representative and associates) which mis-sold Packaged Bank Accounts.
  - 1.4. 'Compensation' means any sums paid or awarded to the Client as calculated at the time of the award that would not have been paid if the Claim had not been conducted.
  - 1.5. Chandler Simmons means Delisa Miller (Manchester) Ltd. trading as Chandler Simmons.
  - 1.6. 'Fee' means the 39.6% of the compensation, payable to Chandler Simmons for the Services carried out by it as detailed in section 5 'Our Fees'.
  - 1.7. 'Letter of Authority' means the signed letter from the Client to be sent by Chandler Simmons to the Company giving Chandler Simmons the Client's authority to act in the Claim.
  - 1.8. 'Services' means the services provided to the Client by Chandler Simmons or its agents including making the Claim for Compensation from the Company.
  - 1.9. 'Terms' means these Terms of Engagement. We/us/our means Chandler Simmons. You/Your means the client.
- 2. Conduct of Engagement:**
- 2.1. By completing, signing and returning the Letter of Authority, the Client hereby agrees to be bound by the Terms and appoints Chandler Simmons to assess, pursue and if reasonably possible to complete the Claim.
  - 2.2. By completing and signing the Letter of Authority the Client gives to Chandler Simmons as instructed by you, the client, your consent and full authority to obtain relevant information and deal with the Company on the Client's behalf until the conclusion of the Claim.
  - 2.3. You are aware that you are entitled to pursue the claim directly to the said company yourself, at no cost, with the ability to refer the claim yourself to the Financial Ombudsman Service free of charge in the event that the bank rejects the claim. You are not required to instruct Chandler Simmons to pursue your claim but by signing these terms you are indicating that you wish to do so.
  - 2.4. This agreement may be assigned by Chandler Simmons and our successors by giving notice to you in writing by post or email. Any assignment will be on the same terms and conditions as are contained in these terms. In addition, Chandler Simmons benefit under or relating to this agreement may be assigned to any other third party, including affiliates, funders, investors. If Chandler Simmons assignment or transfer to a third party, (you) the client will be re-issued with the concerned party's new Terms of Engagement which will contain the same terms as contained in these terms.
  - 2.5. We (and our successors and assignees) may share any information you provide to us including, your personal data, for the purpose of processing your claim, for verification, and compliance monitoring purposes and GDPR compliance.
  - 2.6. Chandler Simmons shall not be liable for any losses, consequential or otherwise, arising out of any act or omission of Chandler Simmons that was not reasonably foreseeable at the date of this contract.
  - 2.7. Risks of making a claim - the procedures we follow are designed to minimise risks to you in making a claim. However, some minor risks may be involved. These are:
    - i) That you lose your claim or that following the assessment of all the information we have available we conclude that there is insufficient evidence for your claim to stand any reasonable prospect of success. In either of these circumstances we would not charge you a fee.
    - ii) If you owe money to the financial institution you are claiming against, they may use any redress awarded to pay off your debt to them. In these circumstances you may not receive any cash but would still be responsible for paying our fee.
    - iii) When you make a Packaged Bank Account claim the bank are likely to switch your account to a standard free account which means that you will no longer have the benefits contained in the fee-paying account such as breakdown and travel insurance. We would therefore advise that you consider whether you need to make alternative arrangements.
- 3. What you are required to do under the terms of this agreement:**
- 3.1 Read the enclosed terms and conditions carefully. If there is anything you don't understand, contact us using the contact details below and one of our case handlers will answer any queries you have. Once you are happy with the content you must sign, date and return them to us and also the forms of authority authorising your lender to communicate with us.
  - 3.2 Provide us with copies of any documents you have in your possession that may be relevant to your claim, these may include terms and conditions relating to your bank account, any correspondence you have received from your bank relating to the account, and any statements detailing the fees you have paid. However, if you have not kept any of these documents, we may still be able to pursue the claim on your behalf.
  - 3.3 When we contact you for information relating to your claim you must answer our questions honestly and as fully as possible. You must deal promptly with every reasonable request by us for authority, information and documents and further instructions that we may, from time to time, require. If you have instructed us to submit a claim to the Financial Ombudsman Service you must check the forms that we have prepared on your behalf and inform us of any inaccuracies or omissions and, once you are happy that the forms are accurate, sign, date and return them to us promptly.
  - 3.4 Promptly inform us of any relevant matters affecting the claim.

### 3. What you are required to do under the terms of this agreement continued:

- 3.5 Immediately inform us of any redress paid directly to you by the company and pay us the agreed fee for recoveries of the redress from the company within 14 days of receipt of the settlement.
- 3.6 You will not be liable for any charge in respect of the Claim if we decide not to pursue the claim after forming the view that it would not be in your best interest to do so.
- 3.6 Gives the right to Chandler Simmons to deal exclusively with the Claim.
- 3.7. For the avoidance of doubt the Client will not be liable for any charge in respect of the Claim if Chandler Simmons decide not to pursue the Claim having formed the view that it is not in the client's best interest to do so.

### 4. The services that we will provide under our agreement with you:

- 4.1 Once you return the signed terms and conditions and forms of authority we will contact you to discuss your claim with you and record your answers to the questions that we ask. Where we consider it appropriate to do so we may also request documentation from the bank you intend to make the claim against. Where we require to obtain information from your bank they have 4 weeks to respond to the request.
- 4.2 Once we have obtained all the available information about your claim, we will assess your claim and advise you whether we think it is likely to be successful. Where we consider that there is reasonable prospect of success we will prepare and submit your claim to the lender. Your lender should acknowledge receipt of your claim promptly and provide a final decision within 8 weeks. If the lender fails to respond within the time limit we will press them for a response and if they still fail to respond, and you tell us you want to do so, we will submit your claim to the Financial Ombudsman Service.
- 4.3 If an offer is made, we will check it and advise you whether we think you should accept it. If we think you should reject the offer we will advise you of your options, which may include writing to the bank to explain why we think the offer is wrong and/or submitting your claim to the Financial Ombudsman Service for review.
- 4.4 If the lender rejects your claim they are required to provide their reasons. We will assess the reasons for the rejection and advise you of the likelihood of success if the claim is submitted to the Financial Ombudsman Service for review. If we consider there is a reasonable prospect of success, and you wish us to do so, we will prepare and submit your claim to the Financial Ombudsman. Where a claim is submitted to the Ombudsman you should be aware that it can take up to a year before you receive an outcome.
- 4.5 We will keep you updated as to the progress of your claim by post or email, ensuring that you are informed within 5 working days of any significant developments such as requests for further information or any final outcomes. In some circumstances, for instance where a claim has been submitted to the Financial Ombudsman Service and is awaiting adjudication, there may not be any progress for a considerable period of time. Even if there has been no progress with the claim we will provide you with an update at least every six months and where there have been no significant developments since the last update we will explain why.
- 4.6 We do not provide litigation services (taking cases to court). If, after assessing the case or at any point during your claim, we form the view that it would be advisable for you to take court proceedings we will advise you of this and suggest you instruct a solicitor. We do not recommend any particular solicitor and it would be up to you to instruct a solicitor of your choosing. If we advise you to go to a solicitor, you will enter into a new agreement with the solicitor and the agreement between us and you will end (you would not be required to pay us anything in these circumstances). Your solicitor will advise you regarding their fees and any risks that may be involved in the litigation before you enter into an agreement with them.
- 4.7 Our claims processors work as a team and no specific person has overall responsibility for your claim. If you have any queries about your claim, you should ask to speak to the PBA claims team and a member of the team will be able to access your case and deal with your query.
- 4.8 We have the necessary expertise to be able to advise you and pursue your claim without referring to outside legal or financial experts. In the unlikely event that we considered that it was in your interests to obtain advice that we were unable to provide in-house we would always advise you of this and of any additional costs that may be involved and only instruct such experts with your explicit written consent.
- 4.9 We will:
  - i) Always act in your best interest and if for any reason we assess the claim and decide it is not in your best interest, we have the right not to continue with your claim, with no charge to you.
  - ii) Rely on the information and documents provided by you as being true, accurate and, so far as possible, complete.
  - iii) Use our reasonable endeavours to obtain the maximum compensation for the claim.
  - iv) As soon as it is reasonably practical following settlement of the claim, contact you for the agreed fee.
  - v) Preserve confidentiality, including your personal information (even when this agreement has terminated and you are no longer a client), save as expressly or implicitly authorised to the contrary including where disclosure is made at your request or with your consent in relation to pursuing the claim or where otherwise required by law.

### 5. Our Fees

5.1. We charge a fee of 39.6% including VAT on redress recovered on all successful claims (you pay nothing on unsuccessful claims). For example:

- (a) Redress recovered £1,000; Our fee would be £396; You would retain £604
- (b) Redress recovered £3,000; Our fee would be £1188; You would retain £1812
- (c) Redress recovered £10,000; Our fee would be £3960; You would retain £6040

N.B. The examples are for illustration purposes and should not be regarded as estimates of the redress you are likely to recover. Fees may be more or less than the illustrations above.

5.2. You may be liable to pay tax on some of the redress you receive or alternatively if the bank deducts tax from your redress you may be entitled to claim it back from HMRC. We do not provide financial advice and you should seek advice on any tax you are liable to pay or any refund you may be entitled to from a financial advisor. Where compensatory interest is awarded your bank is likely to deduct the basic rate of tax on the interest before paying the redress to you. In these circumstances you will be liable to pay our fee (39.6%) on the whole amount of the redress not just the amount you receive.

5.3. Should you not make settlement of an invoice within 28 days of funds being received in your account, your case will be passed to an external collections agency.

### 6. Cancellation & Termination

- 6.1. You, the client, may cancel the agreement within 14 days of our receipt of the terms and conditions signed by you (cooling off period) and if you do so there will be nothing for you to pay. If you had paid fees or expenses these would be reimbursed to you (we do not in any event require you to make any payment prior to the successful conclusion of your claim or your termination of the agreement after the 14-day cooling off period has expired). You may cancel the contract by completing and returning the enclosed form or by any other clear means (ie, telephone, email or post) using the contact details provided below.
- 6.2. You may terminate the agreement at any time up to the date that an offer has been made but if you do so outside of the 14-day cooling off period we may charge a fee to reflect the work that we have done up to the date of termination. Such a fee will be charged at £80 per hour, each standard communication, telephone, letter and email will be charged at 1/10 the hourly rate. We will provide you with a breakdown of our charges with our invoice. If you decide to terminate the agreement after the 14-day cooling off period you are required to confirm the termination in writing, which may be by letter to: Meridian House, Road One, Winsford Industrial Estate, Winsford, CW7 3QG, or email: [info@chandlersimmons.co.uk](mailto:info@chandlersimmons.co.uk).

### 7. Complaints.

- 7.1. In the event that you, the client, wish to make a complaint about any aspect of Chandler Simmons service you can do so by any reasonable means i.e. email, letter, telephone, using the contact details provided below. If a complaint is received, Chandler Simmons will do its best to resolve it to the satisfaction of the client within 3 working days of receiving it. In these circumstances Chandler Simmons will send an email to you, detailing their understanding of your complaint and how it was resolved. If Chandler Simmons are unable to resolve the complaint within 3 working days, they will carry out a full investigation of the complaint and send you a Final Decision Letter detailing the outcome of their investigations within 8 weeks. Full details of the complaints procedure can be found on their website, <https://www.chandlersimmons.co.uk/storage/app/media/privacy-policy.pdf>
- 7.2. In the event that you are dissatisfied with the final decision or Chandler Simmons fail to provide a final response within 8 weeks of receiving the complaint you may be able to refer your complaint to the Financial Ombudsman Service for free. Further details of the Financial Ombudsman Service and how to submit a complaint can be found on its website at: <https://www.financial-ombudsman.org.uk>.

### 8. Data Protection & Privacy Policy.

- 8.1. You, the client, agree to be bound by the terms of our Privacy Statement as detailed in these terms and you give your consent to the data processing activities identified therein.
- 8.2. Chandler Simmons are committed to safeguarding the privacy of our clients; in this policy we explain how we will treat your personal information.
- 8.3. We may collect, store and use the following kinds of personal information:
  - 8.3.1. Any personal information i.e address, date of birth, telephone numbers, any other personal information you are requested to give.
  - 8.3.2. Any information you have supplied regarding your finances.
  - 8.3.3. Any information that is returned to us from the banks in response to a request for information including a Data Subject Access Request.
- 8.4. Before you disclose to us the personal information of another person, you must obtain that person's consent to both the disclosure and the processing of that personal information in accordance with this policy.
- 8.5 Personal information submitted to us from you, the client, will only be used to submit a Packaged Bank Account (PBA) claim.
- 8.6 Chandler Simmons will never use your information in any other way than instructed from the client.
- 8.7 Chandler Simmons will never sell the client's details or supply the client's details to a third party.
- 8.8. We may disclose the client's personal information to further their claim. However, it will only be used by employees of Chandler Simmons acting on the client's behalf .
- 8.9 Chandler Simmons may only use your personal details with an external company to reclaim monies owed.
- 8.10 You, the client, may instruct us to provide you with any personal information we hold about you; provision of such information will be subject to:
  - 8.10.1 This type of request does not carry a fee; and
  - 8.1.2. The supply of appropriate evidence of your identity (for this purpose, we will usually accept a photocopy of your passport certified by a solicitor or bank plus an original copy of a utility bill showing your current address).
- 8.10.3 We may withhold personal information that you request to the extent permitted by law.
- 8.11 Chandler Simmons are registered as a data controller with the UK Information Commissioner's Office. Our data protection registration number is Z3248546.

### 9. Important Information if you owe money.

If you owe any money to the bank, for instance if you are in arrears with your loan, these may be deducted from any redress awarded. This might include circumstances where you have agreed a debt management plan with your creditors and the person you are making the claim against is a creditor named in the plan. This could mean that you may not receive any cash payment (although your debt will have been reduced) but you would still be required to pay our fee from your own funds.

If you have been declared bankrupt, subject to bankruptcy petition, are or have been the subject of or proposing to be the subject of an independent voluntary arrangement or debt relief order, or have any other similar process or arrangement including but not limited to sequestration, any redress you are awarded is likely to be set off against your outstanding debts. This means that you might not receive a cash payment but would still be liable to pay our fee.