Claims Management PPI Terms and Conditions

Please read carefully

Introduction
We want your decision to use iSmart to be the right decision for you. We are committed to providing a professional, simple and easy to use service. We aim to be completely transparent in all our dealings with you and these Terms and Conditions explain our obligations to you and yours to us. They are at the heart of our relationship, and our contract with you. Please read them carefully and retain for future reference.

We hope you are happy with our service, but if you have reason to complain, please write to: iSmart Complaints Department, Regents Pavilion, 4 Summerhouse Road, Northampton, NN3 6J. A copy of our complaints handling procedure can be found on the reverse of this document/enclosed

Definitions
i-Sm@rt Consumer Services Ltd, trading as iSmart Consumer Solutions ("iSmart"), is a limited liability company and a third party claims handler, regulated by the Claims Management Regulator in respect of regulated claims management activities, Authorisation No. CRM2506, and registered in England and Wales with number 05238848 having its registered office at Regents Pavilion, 4 Summerhouse Road, Northampton, NN3 6BJ

"Services" means the work carried out by us including assessing the viability of, preparing, submitting and negotiating your claim(s) and negotiating payment of compensation or any other remedy or relief to your claim(s).

"Compensation" means (but is not limited to) any one or a combination of the following:
- a cash refund paid directly to you;
- a reduction of your credit balance;
- a reduction in your arrears, Debt Management Plan (DMP) or Individual Voluntary Agreement (IVA).

Please note our fee is still payable if this applies to your claim.

<table>
<thead>
<tr>
<th>Example A: All compensation is &quot;cash in hand&quot;</th>
<th>Example B: Compensation includes &quot;cash in hand&quot; award with loan and future instalment reduction</th>
<th>Example C: Compensation is used to offset arrears consumer has on credit card or loan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total compensation</td>
<td>£3,000</td>
<td>Total compensation</td>
</tr>
<tr>
<td>Of which cash is</td>
<td>£3,000</td>
<td>Of which cash is</td>
</tr>
<tr>
<td>Loan reduction</td>
<td>£2,000</td>
<td>Set off arrears</td>
</tr>
<tr>
<td>Fee charged @ 20%</td>
<td>£600</td>
<td>Fee charged @ 20%</td>
</tr>
<tr>
<td>VAT @ 20%</td>
<td>£120</td>
<td>VAT @ 20%</td>
</tr>
<tr>
<td>Total fee</td>
<td>£720</td>
<td>Total fee</td>
</tr>
<tr>
<td>Consumer receives</td>
<td>£2,280</td>
<td>Consumer receives</td>
</tr>
<tr>
<td>(and no reduction in loan as it is already paid off in full)</td>
<td>(and a reduction of £2,000 in future loan instalments)</td>
<td>(and a reduction of £3,000 in their outstanding loan)</td>
</tr>
</tbody>
</table>

"Fee" means the fee payable to iSmart for Services being 20% plus VAT of any offer of Compensation offered to you or to us on your behalf. For example, if we obtain an offer of £1,000 Compensation, our fee would be £200 (excluding VAT at the prevailing rate). total to pay £220.00

"us" and "we" means iSmart or anyone to whom we transfer our obligations and rights under this agreement.

"you" means you, the person(s) entering into this agreement.

1. By signing and returning the Letter of Authority and the claim application pack, you:
   1.1 Accept these Terms and Conditions and enter into a binding contract with iSmart;
   1.2 Confirm that all the information and documents you provide to us are true, accurate and complete to the best of your knowledge and belief;
   1.3 Agree to pay our Fee for any additional claims identified with your lender as part of our investigation which have been identified and for which you have gained Compensation;
   1.4 Agree that any Compensation payable can be sent directly to us and that we will retain our Fee in respect of all your claim(s) before paying the balance of any Compensation to you. Should the Compensation be paid direct to you, or credited to an outstanding loan, bank account or credit card, we will invoice you direct for the Fee which will be payable to us within 14 days. If this Fee is not paid by the deadline on the invoice, you agree we may commence debt collection proceedings. If you are in any financial difficulty please contact us so we can arrange a payment plan with you.
   1.5 Agree to pay back to us any monies properly incurred by us in seeking legal enforcement of these Terms and Conditions;
   1.6 Will still be liable for our Fee if any reasonable offer of Compensation is rejected by you;
   1.7 Appoint us as your agent to cash or process cheques payable to you as Compensation (the Process) and you agree not to take any action to stop or interfere with the Process or make any legal or other claim (a Conversion Claim) in respect of the Process and to fully indemnify us against all costs and damages arising out of a Conversion Claim.
2. iSmart will:
   2.1 Rely on the information and documents provided by you to us as being true, accurate and complete.
   2.2 Use our reasonable endeavours to obtain Compensation for the claims which are pursued.
   2.3 Promptly notify you if any claim is not to be pursued, acting reasonably in taking any such decision. Your statutory rights are not affected.
   2.4 Promptly notify you of the outcome of the claim(s).
   2.5 As soon as is reasonably practicable following the settlement of a claim and the payment of any Compensation to us, pay you any balance of Compensation after deducting the Fee.
3. Cancellation terms
   3.1 You have 14 days (starting from the date you sign the Letter of Authority) to cancel. Cancellations are to be submitted either in writing to: iSmart Cancellations, Regents Pavilion, 4 Summerhouse Road, Northampton, NN3 6BJ or email to: customer.services@ismsmartbusiness.co.uk. Alternatively, download and complete our Cancellation Form by visiting www.ismartsolutions.co.uk/cancellations.pdf or call us on 01933 698510 to request a form.
   3.2 If you cancel the contract after these 14 days we reserve the right to make a reasonable charge for the work undertaken in pursuit of your claim.
   3.3 If we start your claim but you do not supply all the information after 14 days we reserve the right to make a reasonable charge for the work requested this will be deemed as a contract cancellation and reasonable charge for the work undertaken in pursuit of your claim will be made.
   3.4 If you withdraw a claim prior to Compensation being paid, but after the claim has been lodged by us and upheld by the company, you will remain liable for the Fee. Where you withdraw before compensation is offered, we reserve the right to charge a reasonable fee on the work carried out.
   3.5 If you independently accept Compensation based on a claim lodged by us and upheld by the company you will remain liable for the Fee.
4. Governing Law
   4.1 This contract is subject to the laws of England and Wales.

Declaration
I/We confirm that I/We have read and accept the Terms and Conditions and by signing the Letter of Authority confirm acceptance of them and wish to enter into a binding contract with iSmart to act on my/our behalf.
Not satisfied with our service?

The Complaints Procedure

We aim to provide all customers with a superb service. However, we appreciate that sometimes we don’t quite get things right. When this happens we see this as an opportunity to show you how much we appreciate you as a customer.

We have to comply with the Claims Management Regulator (CMR) guidelines around complaints handling but we see that as a minimum requirement and look to go above and beyond what you and the CMR would expect.

Step 1

In the first instance the best way to get your complaint resolved is to talk to us.
Please call 01933 698529
Alternatively, you can write to us:
Customer Services Manager, iSmart Consumer Services Ltd
Regents Pavilion, 4 Summerhouse Road,
Northampton, NN4 7PA

Email our customer services:
customer.services@i-smartbusiness.co.uk

We aim to resolve as many complaints as soon as we receive them.

Step 2

If we are unable to resolve your complaint within 48 hours, we will write to you within 4 weeks with an acknowledgment of your complaint either with a formal response or explaining when we feel we will be able to give you a final response. We will tell you the name and the title of the person who will be handling your complaint and keep you regularly updated as things progress. Ultimately, we aim to resolve all complaints within a maximum of 8 weeks.

Step 3

If we are still unable to resolve your complaint after 8 weeks, or you are not satisfied with our final response you may be entitled to refer the matter to the Legal Ombudsman. If you decide to escalate the matter to the Legal Ombudsman you must do so within 6 months of our final response letter. If you would like more information about the Legal Ombudsman, their details are below:

Please write to:
Legal Ombudsman, PO Box 6804,
Wolverhampton, WV1 9WG

Website: www.legalombudsman.org.uk/cmc

Or send an email to: cmc@legalombudsman.org.uk Please call: 0333 555 1777

Please do not send original documents to the Legal Ombudsman. They will scan any documents they receive and destroy the originals.