

KEY FACTS

WHAT YOU NEED TO DO

- Please READ and RETAIN THIS DOCUMENT, including the TERMS OF ENGAGEMENT (TOE) overleaf.
 - Complete the LETTER(S) OF AUTHORITY (LOA) & AGENCY AGREEMENT as required to process your claim.
 - Where applicable, liaise with ClaimHub to assist with the investigation of your Claim(s) in a timely manner. If additional information is required then we will contact you.
 - For each successful Claim(s), our Fee(s) for the services provided are outlined below.
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WHAT WE WILL DO

- Conduct a check of all information provided to ensure you have a claim.
- Submit the relevant Claim(s) on your behalf.
- Substantiate your Claim(s) using the information we collect from you, either through our communication or by you completing one of our documents.
- Once the Respondent acknowledges your Claim(s), we will provide you with an update. The Respondent
- will have three weeks to review and investigate your Claim(s).
- The Respondent may contact us for further information, which we will provide to them where the
- information is available to us, otherwise we will contact you to explain what is required.
- At the end of the three weeks, your Lender should provide us with a Final Decision. In the event that
- they exceed this time frame and fail to provide the response we will chase them accordingly and provide you with an update.
- On receipt of the Final Decision, we will check that the Respondent has met the requirements of our Claim(s).
- For each successful Claim(s), our Fee(s) of 30% will be payable as per the TOE on the reverse of this document.

TERMS OF ENGAGEMENT

Claimhub Alliance Limited, Studio One, 197 Long Lane, London, United Kingdom, SE1 4PD is registered in England (Company No. 14007441). This document sets out the Terms of Engagement for the appointment of Claimhub Alliance Limited to act for You.

Definitions

1. 'Company' means Claimhub Alliance Limited trading under its own name or under the trading name "ClaimHub"
2. 'Client' means the client of the Claim.
3. 'Claim' means a claim for a Receivable Amount made by the Company on behalf of the Client in accordance with the terms of the Contract.
4. 'Contract' means the contract between the Company and the Client for the provision of the Services, comprising the signed letter of authority, the agency agreement and these terms and conditions.
5. 'Receivable Amount' means the total monies and the full value of Benefits offered by the Third Party and arising from any claim made by the Company on behalf of the Client.
6. 'Costs' means the costs incurred by or on behalf of the Company in relation to the preparation or commencement of proceedings in connection with a Claim, including but not limited to the fees of the Company's appointed legal representative(s) and court fees.
7. 'Services' means all or any of the services as specified in the Contract.
8. 'Fees' means the charges payable by the Client set out in the Contract.
9. 'Third Party' means any company, person or other organization that entered into an agreement with the Client, or to which the Client has paid a sum of money.

You do not need to use ClaimHub to make your claim. You can carry out the claim yourself free of charge.

1. The Contract shall commence on the date on which the Client's signed letter of authority has been received by the Company and unless terminated earlier shall continue until the end date set out in the agency agreement, the Company advises the Client in writing that it is unable to recover any Receivable Amounts, or the company exercises its right not to pursue the claim
2. The company agrees that it will use its reasonable means to pursue an application for Receivable Amounts from the Third Party on behalf of the Client where the Company believes that it is appropriate to do so, having regard to the merits and the value of the Client's claim, to keep the Client informed of the progress of the claim and to notify the Client promptly and in writing if it decides that it will not pursue any claim, to act in the best interests of the Client at all times, to promptly pay any Receivable Amounts received to the Client after deducting the Fees and not to seek to recover its charges should the claim fail.
3. The liability for the Client to pay the Fees is (where the Client is more than one person) joint and several. This means that the Company can recover Fees from any person who is the Client. Fees will be payable on any part of any Receivable Amount that is received by the Client or the Company immediately upon recovery from the Third Party. If any Fees remain outstanding after 21 days from invoicing, the Company reserves the right to commence legal proceedings against the Client. This could result in addition legal costs to the Client.
4. The Client agrees with the Company to provide promptly all such information as the Company may from time to time reasonably request, to ensure that all information sent to the Company is true, and shall not omit any facts, to authorise the Company to act on its behalf on an exclusive basis to perform the Services and to authorise the release of any such information as the Company deems appropriate, to negotiate on the merits of the Client's claim, to deal with all correspondence from the Company promptly, not to contact or correspond or communicate with the Third Party in connection with the claim, to immediately copy to the Company any correspondence it receives from the Third Party in connection with the claim, to notify the Company of the full names of all joint policy holders and any further relevant information that the Client has in its possession and that it has not previously claimed or received compensation or an offer of compensation from the Third Party.
5. The Client authorises the Company to collect on its behalf any Receivable Amounts due from the Third Party. The amount of the Fees payable by the Client to the Company is set out using three examples below. The Client agrees that the Fees shall be deducted directly from the Receivable Amounts before the Receivable Amounts are paid to the Client.

Example 1: The Company recovers £1,000.00 which is paid directly to the Client. Our fee would be £300.00, leaving the Client with a cash sum of £700.00.

Example 2: The Company recovers £3,000.00 which is paid directly to the Client. Our fee would be £900.00, leaving the Client with a cash sum of £2,100.00.

Example 3: The Company recovers £10,000.00 which is paid directly to the Client. Our fee would be £3,000.00, leaving the Client with a cash sum of £7,000.00.

6. The Company shall issue a receipt of payment to the Client within 14 days of the date on which the Receivable Amount is received.
7. The Company will use all reasonable endeavours to perform the Services within a reasonable period from the date of receipt of the letter of appointment signed by the Client. The Company cannot be held responsible for delays due to circumstances beyond its control, such as delays caused by the Third Party or the Client. Reasonable delays in performance or delays due to circumstances beyond the Company's control shall not entitle the Client to terminate the Contract. Due to logistical reasons, it is not practicable for the Company to store paper copies of any documents relating to the Client's claim. The Company will store them electronically and return any documents supplied by the Client if requested to do so. Otherwise, the Company will dispose of the paper copies securely.
8. The Company's liabilities in respect of the Services is to provide the same with reasonable skill and care. The Company does not make any other warranties about the Services.
9. The liability of the Company to the Client in contract, tort (including negligence for breach of statutory duty) or otherwise howsoever under or in connection with the Contract shall be to losses that are a foreseeable consequence of the Company's breach of contract or tort and shall not exceed the amount at which the Company (acting reasonably) values the Client's claim. Any claim by the Client for compensation for loss caused by the Company's negligence or breach of contract must be notified to the Company as soon as practicable
10. The Company shall have the right to commence legal proceedings on the Client's behalf to pursue a claim for the Receivable Amounts. Where the Company commences legal proceedings on the Client's behalf, the Client agrees to: Comply with all reasonable requests of the Company and/or any legal representative appointed by the Company without undue delay, permit the Company to have the conduct of the claim and to pursue the claim in such manner as the Company in its absolute discretion thinks fit; disclose all relevant information and documentation as reasonably requested by the Company and/or its legal representative, instruct any legal representative appointed by the Company to provide all information relating to the claim to the Company, at the Company's request, authorise any legal representative appointed by the Company to pay the Fees directly to the Company from any Receivable Amounts recovered by the legal representative and pay the Fees to the Company if the Compensation is paid directly to the Client.
11. The Company agrees to be responsible for the Legal charges unless the Client misleads the Company and/or any legal representative appointed by the Company in any way, any information provided by the Client contains material omissions which would have resulted in the legal representative and/or the Company declining to accept the Client's instructions, the Client terminates the Contract during the course of the proceedings, the Client fails to provide the Company and/or the legal representative with information (including without limitation witness statements) within a reasonable time from the time that such information is requested to remedy a breach of its obligations under the Contract within 7 days of a notice from the Company requiring the Client to do so.
12. The Client agrees that the Company shall be reimbursed for all Legal costs to the extent that they are recovered from the Third Party. The Company is entitled to retain reimbursed Legal costs received directly by the Company from the Third Party and the Client agrees to pay to the Company forthwith any reimbursed Legal costs received by the Client from the Third Party.
13. The Company shall have to immediately terminate the Contract upon any material breach by the Client of any term of the Contract, the Client is adjudicated bankrupt, enters into a voluntary arrangement with its creditors or has a IMCA appointed under the Mental Health Act 1983 and/or the Mental Capacity Act 2005 (as amended) or the Client does not follow any reasonable recommendations of the Company.

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14. The Company shall not be liable for any delay or other failure to perform any services by reason of any cause whatsoever beyond its reasonable control.

15. Both parties agree to keep confidential the subject matter of the Contract and any information (whether written or oral) acquired by that party in connection with the Contract and not to use any such information except for the purpose of performing its obligations under the Contract. The Client agrees that the Company shall not be required to disclose to the Client or account to the Client in respect of the Company's interests, such as in relation to advice on marketing or other matters, provided that the Company does not contravene any applicable rules, regulations or codes of conduct. The Company reserves the right to charge the Client for any costs incurred by the Company if any information provided by the Client is misleading or contains material omissions which result in the Company providing the service to the Client, which it would have declined to do, if it had been in possession of the full information.

16. The Company reserves the right to assign the Contract and all rights under it and to sub-contract to others all or any of its obligations. The Contract is personal to the Client and is not assignable except to the personal representatives of the Client. A person who is not a party to the Contract will have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce the Contract.

17. Any notice to be given in accordance with the Contract and these terms and conditions must be in writing.

18. If any provision of the Contract is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of the Contract and the remainder of the affected provisions shall continue to be valid.

19. No failure or delay in exercising any of the Company's rights shall constitute a waiver of the same or any other of its rights.

20. The law applicable to the Contract shall be English law and the party's consent to the jurisdiction of the English courts in all matters affecting the Contract.

21. Cancellation – The Client shall have the right to terminate the Agreement without any charge by giving notice to the Company within 14 days of signing the Letter of Authority and Agency Agreement. You must cancel the Agreement in written form, either by post or email.

Privacy Policy

ClaimHub Alliance Limited (ClaimHub) is committed to protecting your privacy and developing technology that gives you the most powerful and safe online experience. This Statement of Privacy applies to the ClaimHub website and governs data collection and usage. By using the ClaimHub website, you consent to the data practices described in this statement.

Collection of your Personal Information

ClaimHub collects personally identifiable information, such as your e-mail address, name, home or work address or telephone number. ClaimHub also collects anonymous demographic information, which is not unique to you, such as your Post Code, age, gender, preferences, interests and favourites.

There is also information about your computer hardware and software that is automatically collected by ClaimHub. This information can include: your IP address, browser type, domain names, access times and referring website addresses. This information is used by ClaimHub for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of our website.

ClaimHub encourages you to review the privacy statements of websites you choose to link to from ClaimHub so that you can understand how those websites collect, use and share your information. ClaimHub is not responsible for the privacy statements or other content on websites outside of our own.

Use of your Personal Information

ClaimHub collects and uses your personal information to operate the ClaimHub site and deliver the services you have requested. We may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered.

We do not sell, rent or lease its customer lists to third parties. We may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personally identifiable information (e-mail, name, address, telephone number) is not transferred to the third party.

ClaimHub does not use or disclose sensitive personal information, such as race, religion, or political affiliations, without your explicit consent.

ClaimHub will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on us or the site; (b) protect and defend the rights or property of ClaimHub; and, (c) act under exigent circumstances to protect the personal safety of users of ClaimHub, or the public.

Use of Cookies

The ClaimHub website uses "cookies" to help you personalise your online experience. A cookie is a text file that is placed on your hard disk by a webpage server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the web server that you have returned to a specific page. For example, if you personalise ClaimHub pages, or register with ClaimHub website or services, a cookie helps ClaimHub to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same ClaimHub website, the information you previously provided can be retrieved, so you can easily use the features that you customized.

You have the ability to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of our services or website.

Security of your Personal Information

ClaimHub secures your personal information from unauthorised access, use or disclosure. We secure the personally identifiable information you provide on computer servers in a controlled, secure environment, protected from unauthorised access, use or disclosure.

Changes to this Statement

ClaimHub will occasionally update this Statement of Privacy to reflect company and customer feedback. We encourage you to periodically review this Statement to be informed of how we are protecting your information.

Contact Information

We welcome your comments regarding this Statement of Privacy. If you believe that we have not adhered to this Statement, please contact us at info@claimhub.io and we will use commercially reasonable efforts to promptly determine and remedy the problem.

Complaints

If at any point during the claims process you feel dissatisfied with any aspect of our service, then in the first instance please contact info@claimhub.io and we will immediately carry out an independent investigation of your complaint and will provide a written response.