|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Customer Name | Title | [title] | Forename | [firstname] | Surname | [lastname] |
|  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Customer Name | Title | [title] | Forename | | [firstname] | | Surname | [lastname] |
| Title | [title] | Forename | | [firstname] | | Surname | [lastname] |
| Is/Was this account in Joint Names ? | [is\_joint\_account] | | | | | | | |
| Your Address: | **Current Address:** | | | | | **Address when Account was active(If different):** | | |
| House Number/Name |  | | | | |  | | |
| Street Name |  | | | | |  | | |
| Locality |  | | | | |  | | |
| City/Town |  | | | | |  | | |
| County |  | | | | |  | | |
| Post Code |  | | | | |  | | |
| Home Telephone Number |  | | | | |  | | |
| Mobile Number |  | | | | |  | | |
| Email Address |  | | | | |  | | |
| Date of Birth |  | | | | |  | | |
| Account Provider |  | | | | |  | | |
| Monthly Account Charge |  | | | | |  | | |
| Account Start Date (approx) |  | | | Account End Date (Approx) | |  | | |
| Is the Account in Arrears , Debt Management or IVA (Please detail) | [No] | | | | | | | |
| **Account Number & Sort Code**: |  | | | | | | | |
| **Reference** | [Reference number] | | | | | | | |

You should only sign these documents if you have read and agree to the content

You Have:

1. The right to cancel this agreement without any charge within 14 days of signing this agreement.
2. The right to shop around or seek further advice.
3. The right to complain to the lender/broker yourself and if not satisfied with their final response to refer to the Financial Ombudsman Ser

vice scheme without the expert help and guidance of esign.site8.co.

1. Considered whether you have alternative mechanisms for pursuing a claim e.g. legal expenses insurance.
2. Read and understood our service charges for a successful claim, as a percentage and also an example in pounds.
3. **Regarding No Win No Fee:** Understood that unless you cancel the contract after the 14 day cooling off period you shall not pay any fee if

an offer of compensation is not achieved.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature :

Date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Joint Signature (If Applicable)

Date : [date\_now]

Mis-sold Packaged Bank Account & Payment Protection Insurance Terms of Engagement -

Please Read, Date and Sign below.

‘I/We’ and ‘the Client’ means the client(s) whose signature appears afoot of these terms and conditions ‘Company’ means Money

Active Ltd.

I/We herewith appoint esign.site8 Ltd to act exclusively on my/our behalf as my/our representative in respect of my/our claim/s

for any mis-sold Packaged Bank Account. I/We shall provide all information required by esign.site8 Ltd, as requested, by return.

I/We shall not enter into any agreement with the Bank/Account Provider without first consulting esign.site8 Ltd.

Cancellation Conditions:

esign.site8 Ltd can cancel this agreement at any time and no fee will be payable by you if we think there are no grounds for a

complaint or that your claim is unlikely to succeed.

esign.site8 Ltd has the right to terminate the contract by giving written notice to you (the client), also at any time to immediately

terminate the contract if the client materially breaches any term of the contract or if the client is adjudicated bankrupt. In the case

of redeemable breaches the client will be afforded 28 days to remedy the breach.

In the event that you wish to terminate the contract after the statutory 14 day ‘cooling off’ period you may do so but esign.site8

Ltd reserve the right to issue a cancellation charge that reflects the work already undertaken in pursuance of your claim, calculated

by hourly rate of £45 plus VAT.

If esign.site8 Ltd has already achieved an offer of compensation that is made in accordance with FOS guidelines the full fee is

payable.

A cancellation fee would only be charged if you cancel the contract after 14 days of signing.

Cancellation of the agreement must be done by clear statement. For more information, please see our Notice of Right to cancel

within the claim pack.

**Law & Jurisdiction:**

In all matters affecting this contract the law applicable to this contract shall be English law and the parties consent to the jurisdiction

of the English courts. The Company makes no representation or warranty to the Client that compensation will be obtained or is in

any way guaranteed. The Company reserves the right at any time, at its discretion, to not pursue a claim for compensation and in

such instances will notify the Client in writing promptly.

**Compensation:**

Compensation refers to the total monies offered by the Third Party (i.e. Bank/Account Provider or any other organisation associated

with your claim/s) whether as compensation, as a gesture of goodwill, refund, discount or otherwise arising from any claim made by

the Company on behalf of the Client for an allegedly mis-sold Packaged Bank Account and/or any offer to reduce any outstanding

overdraft and/or any interest or capital recovered. Where such an offer is revised on appeal and subject to the client having not

cancelled our agreement, then the higher amount shall be used in order to calculate the amount of the Compensation.

Responsibilities:

**esign.site8 Ltd shall:**

a) Conduct ourselves in the best interest of the client in the pursuance of any potential claim against any financial institution.

b) Afford the client with impartial advice on any risks and benefits of pursing a claim against any financial institution.

c) Endeavour to achieve a satisfactory outcome via complaint to the lender/broker, through the Financial Ombudsman or Financial

Services Compensation Scheme, as necessary. Our work is limited to reaching a settlement without court action.

d) Advise the client on the suitability of any offer of settlement on behalf of any financial institution.

**You (The Client) shall:**

a) Provide esign.site8 Ltd with full and accurate information and not mislead it or obstruct it in any way.

b) Provide esign.site8 Ltd with all documents, including in electronic form, in his/her possession relating to / giving evidence to

the claim/s.

c) Respond without delay to any request from esign.site8 Ltd for instructions or further information without delay.

d) Advise esign.site8 Ltd of any change of address details or contact telephone numbers immediately.

e) Advise esign.site8 Ltd immediately if the Third Party contacts the client directly regarding the claim.

**Introducer Information**

esign.site8 Ltd pay a commission to the third party that introduced you to us, equating to 50% of the total fee paid by the client.

For example if you pay esign.site8 Ltd £200 upon completion of a successful claim, esign.site8 Ltd will pay the introducer £100.

We will provide updates on the progress of your claim to any third party which introduced you to us. We will not give them specific

information relating to your claim, and will only give them general information about the progress of your claim, and confirmation of

any compensation amount you receive. By entering into this agreement you give consent to us to process your Personal

Information in this way in so far as is necessary for us to perform our obligations to the third party.

**Payment & Our Fees:**

esign.site8 Ltd will strive to recover all monies owed and undertake to forward any payment from our bank to you, the client,

within 7 days from the date received, subject to the agreed fee of 33% plus VAT.

If you are paid the compensation directly we require that you pay our fee no later than 10 days after payment is received by you.

If based on all available evidence your offer of compensation is correct and was calculated correctly and in accordance with any

Financial Conduct Authority / Financial Ombudsman Service rules or guidance and we recommend that you accept it and you choose

not to accept it our fee must be paid within 20 days of our recommendation.

If you fail to pay our fee and esign.site8 Ltd takes steps to recover any service charges due, the Client shall pay to esign.site8

Ltd a recovery fee that reflects the cost of work undertaken to recover the fee, in addition to our normal fee.

You may be paid directly in cash, or a reduction to your balance may be made. If your claim relates to an account that is actively

overdrawn and the lender uses redress monies to reduce your outstanding overdraft, in such cases our fee will be payable on any

amount credited to the account and any cash in hand sum.

Examples of the Company’s fee –

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Example A: All Compensation is “cash in hand” | | Example B: Compensation includes “cash in hand” award with loan and future instalment reduction | | Example C: Compensation is used to offset arrears consumer has on credit or loan | |
| Total compensation Received by Customer: | £3,000 | Total compensation Received by Customer | £3,000 | Total compensation Received by Customer | £3,000 |
| Loan Reduction by Lender | £0 | Loan Reduction by Lender | £2,000 | Arrears Reduction by Lender | £3,000 |
| Of which cash received by Customer after Loan reduction |  |  |  |  |  |