

# chase monro

*claims made simple*

## **Contract**

Between

Chase Monro Claims Ltd ('The Company') of 5 Glenn Buildings South, 10a Moor Lane, Crosby, Liverpool, L23 2UN ('The Company')

And

The Client as named below on signature strip

of (Enter Address)

('The Client')

The Company provides the following services:

Compensation claim in respect of mis-sold car finance agreements.

And if the company believes that the claim has merit the company shall act upon behalf of the Client to seek compensation. The company makes no representation or warranty to the client that Compensation will be obtained or is any way guaranteed. The Company charges on a no win no fee basis. Fee payable if case is not pursued at clients request.

## **Charges for Service**

For all claims, the Company will not charge you any fee directly (subject to cancellation charges referred to in our Information Sheet enclosed). However, you will be required to sign an agreement with our chosen firm of solicitors who will be handling your claim. The terms of this agreement with the firm of solicitors will stipulate that you will be charged 40% + VAT of any Compensation (as defined in The Company's Terms & Conditions). Plus costs awarded by the court or covered by an After the Event ('ATE') insurance policy. Chase Monro Claims will be paid a referral fee from the firm of solicitors for providing our services to you and the firm of solicitors. We will be paid out of the 40% + VAT fee that the solicitors will charge you in the event of a successful claim.

## **Client Authorisation to Chase Monro Claims Ltd**

I authorise The Company to act on my behalf as my claims management company in the handling of my claim and recovery of monies in relation to a car finance claim. I give The Company full authority to refer The Company's actions to The Financial Ombudsman Service or the Finance Services Compensation Scheme if this is believed to be in my best interest. I give The Company full authority to issue proceedings directly or to refer my claim to a member of Chase Monro's panel of solicitors to issue the claim on my behalf. I understand that my claim will be referred to a solicitor and I agree to sign a further Conditional Fee Agreement or Damages Based Agreement, the terms of which I understand will include a fee equivalent to 40% of any Compensation.

### **After the Event Insurance ('ATE')**

I hereby agree to execute any agreement deemed necessary by Chase Monro Claims in respect of After the Event Insurance. I understand that this policy is necessary to cover the costs incurred by Chase Monro Claims in the pursuit of my claim.

The premium for this policy will only be payable in the event a claim is successful and the cost of the ATE policy, estimated at £350 will be deducted from damages awarded after the payment of the Company's Service Charge. No premium is payable for unsuccessful claims.

### **Assignment of Costs**

In the event of a successful claim, I hereby agree to assign all costs awarded by the court in relation to the Claim to Chase Monro Claims Ltd.

In the event of an unsuccessful claim, I hereby agree to assign all costs covered by the associated After the Event ('ATE') insurance policy to Chase Monro Claims Ltd.

I understand that agreement to this assignment is final and irrevocable and hereby authorise Chase Monro Claims to seek recovery of these costs from the appointed solicitor or ATE insurance provider directly and prior to any payment of compensation to me. In the event that all damages and costs are paid directly to me by the court I hereby agree to pay all sums due under the terms of this assignment promptly and in all cases within 48 hours of receipt of any payment from the court.

### **Client Acknowledgement**

I acknowledge that I can recover our monies from the credit provider/ insurer/ bank/ broker myself without the involvement of The Company. However, I have instead opted to engage The Company whose Service Charge will be recoverable from any monies recovered. I acknowledge that if I settle directly with the third party after the commencement of this contract I will be jointly and severally liable for the payment of the Service. The Charge for which is stipulated in this Contract.

### **Client Declaration of truth**

I give The Company full authority to handle my case against the bank/ building society/ insurer/ credit provider/ adviser/ intermediary and recover money owed to me/ us on my/ our behalf. I confirm that the information given in this Contract, and any questionnaires signed by me is to the best of my knowledge an accurate and truthful reflection of my recollections.

I have read the Chase Monro Information Sheet and Terms and Conditions and note specifically Condition 7 relating to payment obligations and Condition 12 relating to Confidentiality, and agree to be bound by the Company's Privacy Policy, this Contract and the Company's Terms and Conditions. Click below for a copy of the Terms and Conditions

<https://ln5.sync.com/dl/71dabe190/i7g9r2ry-p2qzm77r-e4rfh4we-camwuqp9>

**Instructions to third party**

In the event that The Company needs to contact a third party to progress the claim any further for any reason, I hereby give my authority and consent for the third party to provide The Company with any information they request and may require to pursue my case and or my money.

I hereby acknowledge that I have read and understood the above conditions.

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## **Letter of Authority to Chase Monro Claims Ltd**

I hereby confirm that Chase Monro Claims are instructed to act on my behalf in respect of my complaint about financial products/services which I have received from firms, regulated and authorised by the Financial Conduct Authority and/or their appointed representatives and agents. I hereby authorise any firm, regulated and authorised by the Financial Conduct Authority and/or their appointed representatives or agents, to correspond with Chase Monro Claims directly in respect of this matter.

I hereby authorise the Financial Services Compensation Scheme ("FSCS"), the Financial Ombudsman ("FOS") to correspond directly with Chase Monro Claims in respect of this matter.

I hereby confirm I do not wish to receive any correspondence directly from any firm, regulated and authorised by the Financial Conduct Authority and/or their appointed representatives or agents, the FSCS/FOS and/or other party in relation to our complaint. All correspondence and documents are to be provided directly to Chase Monro Claims at:

**Chase Monro Claims, 5 Glenn Buildings South, 10a Moor Lane, Crosby, Liverpool, L23 2UN**

I hereby authorise and request that any party Chase Monro Claims write to, in respect of a request for disclosure of documentation, whether in accordance with the Civil Procedure Rules or via a DSAR (under s.45 of the Data Protection Act 2018 and under Article 15 of the General Data Protection Regulation), disclose the documentation they hold and requested by Chase Monro Claims which Chase Monro Claims deem relevant to my complaint/claim.

### **Customer Details**

Name: {}

Current Address: {}

Address on finance agreement: {}