Clifford Watts

*An **enlightened** approach to managing your money*

Terms of Business

Payment Protection Insurance, also called loan protection and commonly known by the initials PPI covers debt repayment on loans, mortgages and credit cards in specific circumstances such as redundancy or sickness. PPI Reclaims Services relate to seeking compensation for clients that were mis-sold PPI by PPI Providers using a regulated claims management company.

INTRODUCTION

These Terms of Business should be read in conjunction with your PPI Reclaim Agreement with Clifford Watts. The information in this booklet may help you understand the service we will provide to you whilst on your PPI Reclaim Programme.

Clifford Watts is regulated by the Ministry of Justice in respect of regulated claims management activities (**CRM 31583**), specifically Payment Protection Insurance reclaims. Our status can be checked at **www.justice.gov.uk/claims-regulation.** Payment Protection Insurance, also called loan protection and commonly known by the initials PPI, covers debt repayment on loans, mortgages and credit cards in specific circumstances such as redundancy or sickness.

We are committed to providing high quality support services throughout what can be a very time consuming and protracted process. We will discuss the pros and cons of you directly using the Ombudsman scheme or other official means of obtaining redress to process your claim at the outset. You have a right to cancel Your PPI Reclaim Agreement at any time during the first fourteen (14) calendar days of the Term.

Our commitment is to only pursue a claim where it is in your best interests to do so, including obtaining proof that a PPI sale occurred.

It is our experience that many clients in formal or information debt solution have not repaid loans in full and that compensation will not be 'cash in hand', but can also take the form of:

- A reduction in the balance outstanding
- A reduction in future repayment instalments
- A reduction in debt arrears

We are committed to treating customers fairly and may sometimes seek your permission for an authorised third party to undertake a holistic financial review of your needs as part of the PPI Review process, which may include assessing your income protection needs (e.g. where payment protection cover has been dropped or you are still paying premiums).

We have recognised that many of our clients have taken out PPI insurance without realising it, needing it, wanting it or being eligible to claim under it. As part of our commitment to getting the best possible holistic debt resolution, Clifford Watts will seek to recover your premium payments, with interest, as Compensation. This will be used to reduce your overall debt and, where applicable, get you debt-free more quickly and at a lower cost than otherwise would be the case.

We have a duty of care to act in your best interests and our complaint policy includes redress to independent third parties should you be unhappy with our services. This can be found at www.cliffordwatts.com/complaints.

This booklet contains the following information:

- Clifford Watts Client Charter
- Our Complaint Procedure in respect of regulated claims management services
- Glossary of terms to help you understand your PPI Reclaim Agreement with Clifford Watts
- Our Privacy & Cookie Policy and Data Protection Statement

CLIFFORD WATTS CLIENT CHARTER

Your financial and personal well being is very important to us and we set very high standards of professional conduct to ensure that our clients get the best possible service from Clifford Watts.

Our Client Charter sets out our commitment to you, including your rights to cancel at any time or to complain if you are dissatisfied with our service.

As part of our commitment to treating customers fairly we promise:

- To only pursue a claim where it is in your best interests to do so and to act fairly and reasonably at all times. We will advise You at the earliest opportunity if any credit agreement that You have asked Us to act upon fails this criteria
- To provide you with a written contract
- To provide you, on request and free of charge, with a copy of any information and documentation relevant to your account and ensure that the information given is clear, transparent and not misleading. This will include the FOS PPI Questionnaire
- To fully disclose all fees payable and illustrations of these where estimates only can be provided at the outset
- To disclose, on request, referral commissions paid to agents or exempt introducers related to your introduction to us
- To disclose any relationships with third parties involved in the process, including solicitors and insolvency practitioners
- To preserve your confidentiality and only use your information as set out in our Privacy & Cookie Policy and Data Protection Statement. Your consent will be sought for use of your information for any other purposes and this will be held on record
- To comply with all applicable law and to conform to the relevant advertising codes (**www.cap.org.uk/cap/codes**)
- To comply with the Ministry of Justice (MoJ) Conduct of Authorised Persons Rules 2007 and their Complaints Handling Rules 2006 together with any other relevant MoJ requirements, as may be updated from time to time
- To comply with the Financial Ombudsman Service (FOS) and Financial Services Compensation Scheme (FSCS) rules on complaint handling in respect of PPI Reclaims
- To comply with the Legal Ombudsman Scheme once it becomes applicable to authorized claims management businesses
- To ensure that all our employees and agents are fully trained to provide the service you deserve and that they are aware of, and comply with, our Code of Practice and the prevailing legislation and best practices for this sector
- To ensure that all our employees are fully trained to deal with vulnerable clients
- To keep You fully informed of progress at every stage of the process
- To promptly advise you of any requirements by you concerning each claim and any request to us for further information from third parties.
- To keep you informed of the outcome of negotiations with your PPI providers and of any significant developments thereafter
- To keep the money paid to us, that we receive on your behalf, in a separate client account and to pay it to you (net of our Fees) within five (5) working days of clearance
- To inform your PPI providers (who we are dealing with) within seven (7) days that we are no longer acting for you In the event that you withdraw from the PPI Review Programme
- To return copy documentation to you at the end of your PPI Review Programme or upon termination, should You so require
- To deal with any direct client complaint or from an authorised third party in accordance with our written complaints procedure available at **www.cliffordwatts.com/complaints**

IF YOU HAVE A COMPLAINT

We are committed to providing a PPI reclaim service of the highest quality and we take any complaint about our PPI Reclaim Service very seriously. If you feel that we haven't lived up to your expectations in any way, we would like to know so that we can promptly address your concerns. We are dedicated to reaching an equitable solution and a speedy redress to any material complaint. We shall address all complaints using our absolute discretion to determine the admissibility of the complaint and any action to be taken.

We reserve the right not to consider a complaint which is more than six months old. We will confirm to you in writing whether a complaint has been made outside the time limit.

To voice your concerns, please follow our four (4) step procedure, detailed below.

Step 1 - Let your usual point of contact know

Inform us of your concern by telephone, e-mail or letter and how you think it could be resolved by:

1. Calling your Claims Advisor on 0800 212 581, Monday to Friday 8.30 am to 5.30 pm; OR
2. Email **complaints@cliffordwatts.com**; OR
3. Writing to: Client Services Manager
   11 Coopers Yard, Curran Road
   Cardiff CF10 5NB

We'll do all we can to resolve your complaint by the end of the next business day. If we can't do this, we'll write to you within five (5) working days to tell you what we've done to resolve the problem, or acknowledge your complaint and let you know when you can expect a full response. We'll also let you know the name and contact details of the person or team dealing with your case.

Step 2 - Follow up

To follow up your complaint with our Complaints Administration team you can:

1. Ask the person you raised your complaint with to refer the matter to them;
2. Write to the Complaints Officer at the address above.

Step 3 - Claims Management Regulator

If we haven't issued our “Final Response” within eight (8) weeks from the date you first raised your complaint, or if you remain dissatisfied with our response, you can ask The Claims Management Regulator (CMR) for an independent review. The CMR will only consider your complaint once you've tried to resolve it with Us, so please take up your concerns with us initially and we'll do all we can to help. You have to register your complaint with the CMR within six (6) months of our sending you our "Final Response" letter.

The Regulator will only intervene once all steps of the company’s in-house complaints procedure have been followed. The Regulator can review the handling of the complaint and give a direction on further handling of the complaint. The Regulator cannot, however, determine a complaint or award compensation. Details:

The Claims Regulator
57-60 High Street
Burton on Trent
Staffordshire DE14 1JS

Email: consumer@claimsregulation.gov.uk
Tel: 0845 450 6858

Step 4 – Legal Ombudsman

In August 2012 the Government announced its intention for the Legal Ombudsman to take on complaints regarding the quality of service received by authorised claims management companies. This is intended to become operation later in 2013.

The Legal Ombudsman will provide a new avenue of redress for clients of claims management companies. The independent complaint resolution service provided by the Legal Ombudsman is free to consumers, with the costs incurred in future by authorised claims management companies.

GLOSSARY

We all know that legal agreements are not always the easiest documents to understand, so this glossary is designed to help you understand what you and we are agreeing to.

Cleared Funds

Means any monies which we have received into our Client Account from a PPI Provider.

Client Account

The account where monies held on behalf of you are kept in respect of regulated income and which cannot be used for our own business purposes. This account is non-interest bearing.

Client Authority Form

The letter of authority that you sign with your contract giving us authority to contact the PPI Providers and to act on your behalf.

Compensation

Means (but not limited to) any one or more of the following or a combination of them:

(i) A refund either direct to your bank account or by cheque
(ii) A refund either direct to our Client Account or by cheque
(iii) A reduction in the balance outstanding
(iv) A reduction in future repayment instalments
(v) A reduction in debt arrears

If you independently accept compensation from a PPI Provider based upon a claim lodged by us and upheld by the PPI Provider then you remain liable for our fees based upon the nature of the compensation settlement.

Cooling off period

The period of fourteen (14) calendar days between your signing of your PPI Reclaim Agreement (contract) and us starting to act for you. During this period you have the right to cancel this agreement.

Fees

Our fees in respect of successful cash-in-hand compensation claims. Should compensation be paid direct to you then we will raise a sales invoice to you for the applicable fee for that claim, as set out on Your PPI Reclaim Agreement. If the fee is not paid within the terms set out on the sales invoice then we reserve the right to commence our debt recovery process and this may result in a notice being issued to terminate the agreement. Where you are in an Individual Voluntary Arrangement (IVA) then we will notify the Supervisor of the outcome of our negotiations.

You will remain liable for any fees due on compensation paid by other PPI Providers where a claim has been lodged with us, in accordance with the Notice of Termination clause below.

Letter of Authority

This is the letter signed by you that we send to each PPI Provider informing them that you give us authority to act on your behalf. It needs to be signed by you and any additional account holder, where applicable. If you had a different name at the time that the PPI was taken out then this name needs to be included to assist the PPI Provider in locating and reconciling your information. The authority will endure until this agreement is terminated.

The authority allows for us to make specific regulatory requests for information (e.g. Data Subject Access Request under the Data Protection Act 1998, Section 77-79 requests under the Consumer Credit Acts 1974/2006). We also request that compensation is paid to us by the PPI Provider where you are the beneficiary.

Notice of Termination

You may terminate this agreement after the Cooling Off Period by writing, emailing or telephoning our Client Services Manager at our address, email or telephone number listed on the contract or as may be notified to you in the future.

If you do not fulfil your obligations with us then we may terminate the agreement. The circumstances in which we may terminate this agreement are:

(i) You repeatedly fail to comply with requests for information or documentation, where this is fundamental to the delivery of the service; or

(ii) You become bankrupt or file a bankruptcy petition or enter a Debt Relief Order (DRO); or

(iii) You fail to pay our fees on one or more of the accounts that you have authorised us to act upon despite repeated reminders and offers of payment assistance.

We will give you at least four (4) weeks notice in writing with a right of appeal, which should be addressed to our Client Services Manager.

Termination after the Cooling Off Period does not waive our right to our Fees for any compensation arising from delivery of our services prior to termination. We reserve the right to set-off any outstanding Fees from PPI Provider payments received in the Client Account where an outstanding fee remains due for payment.

Notices

In certain circumstance you may need to contact us or we may need to contact you formally to give the other notice in relation to this Agreement (e.g. Notice of Termination). All notices sent under this Agreement shall be valid if sent by second-class post.

Payment Method

The payment methods offered by us to pay your PPI Reclaim Programme fees, which will be set out on our sales invoice to you and any supporting statements.

PPI Providers

The businesses with whom you have entered into PPI and from whom you are seeking compensation, where we hold a Letter of Authority. We are required to have an up-to-date Letter of Authority on record for each account that we are acting upon.

PPI Reclaim Agreement

The agreement which forms the contract between you and Clifford Watts for the provision of the services to you.

PPI Reclaim Service

The Services which we provide to you in negotiating with your PPI Providers and managing your reclaim from them.

Strict performance

Describes what happens if we choose not to enforce all our rights.

Success Fee

The fee payable to us either directly by you following our sales invoice or from a deduction in the payment made by the PPI Provider into our client account, as set out in the Fee clause of the PPI Reclaim Agreement relating to the compensation award by the PPI Provider.

Term

The agreement will start from the date you sign this agreement and will terminate upon completion of the PPI Review Programme or you or we terminate this agreement, in accordance with the Termination provisions of this agreement.

Termination

Cancellation of your PPI Reclaim Plan in accordance with the Termination clause of your PPI Reclaim Agreement.

Value Added Tax or VAT

All fees are exclusive of any applicable value added tax (VAT) where we have provided debt negotiation services as set out on the HMRC website. Where debt negotiation services have not been provided then VAT will be applicable to our sales invoice. Please note that although provision of debt negotiation services is currently VAT exempt (as from June 2003), this position could change in the future. If it does change then we will notify you accordingly.

Variation

Our right to vary the terms of this Agreement and give you written prior notice of any changes.

We, Our or Us

Clifford Watts Limited.

You or Your

The clients named at the end of your PPI Reclaim Agreement (PRA) who are signatories to this agreement.

PRIVACY & COOKIE POLICY

Data Protection Act 1998 - How we will use your information

Please read the following section carefully, as it explains what personal information we collect about you and how we use this information.

Clifford Watts will use information only to contact you to discuss the provision of PPI Reclaim Services and related services.

Where the service you have requested is provided on our behalf by a third party we will notify you of that fact. We will treat all your Personal Information (as defined by the Data Protection Act 1998 as amended from time to time) as confidential (although we reserve the right to disclose this information circumstances set out below). We will keep it on a secure server and we will fully comply with all applicable UK data protection and consumer legislation from time to time in place.

Where you provide the name(s) or other personal information about you confirm that you have their consent to do so for the purposes set out in our Privacy & Cookie Policy.

Any information we collect and hold is used to help us improve the quality of our service, including electronic call recordings and secure messages between you and us. We confirm that any Personal Information which we collect about you, from which we can identify you, is held in accordance with the registration we have with the Information Commissioner's Office. We use your information only for the following purposes:

(i) Provision of PPI Reclaim services
(ii) Provision of debt negotiation and adjustment services
(iii) Debt administration and factoring
(iv) Undertaking Know Your Client (KYC) checks
(v) To administer our websites
(vi) Accounts and records
(vii) For the prevention and detection of crime and the prosecution of offenders
(viii) Advertising, Marketing and Public Relations on Our own behalf or on behalf of third parties (subject to Your consent)

When we contact you and collect Personal Information from you, you will be given the option to receive information from Clifford or its business partners by post, email, SMS or telephone, about products, promotions or special offers which we feel may be in your best interests. In the event that you do not wish to be contacted for such purposes, you will be given the opportunity to opt out of receiving information about such products, promotions or special offers from us or our trusted business partners. We will not release your Personal Information or that of any family/household members to any company outside of Clifford Watts Limited for mailing or marketing purposes without your or their consent.

You may unsubscribe from our mail, email, telephone or SMS contact list at any time by replying to a promotional email or SMS message with the word "STOP" in the subject line; by emailing Us at **privacy@cliffordwatts.com** or telephoning Us on 0800 212 581 between 9:00 am and 5:00 pm.

Your Personal Information may be disclosed to other businesses within Clifford Watts and to reputable third parties who will help process any account you may have with us. Clifford Watts requires all such third parties to treat your personal information as fully confidential and to fully comply with all applicable UK data protection and consumer legislation from time to time in place.

You should be aware that if we are requested by the police or government authority investigating your Personal Information and/or user Information, we may be legally required to do so.

We may use Cookies to personalise your experience on your Clifford Watts On-line Account and so that you may retrieve your details at any time - if you do not accept Cookies you may be unable to use these facilities on our website.

ACCESS TO YOUR PERSONAL INFORMATION

You have a right to receive a copy of the personal data that we hold about you. We have the discretion to make a charge of £10.00 towards the cost of administration of a Subject Access Request (SAR). It is our aim to adhere to the Information Commissioner's guidance on best practices in fulfilling your SAR.

To obtain a copy of the personal information we hold on you, please write to us at the address below or call Us on 0800 212 581 and provide us with your details or ask for a Data Subject Access Request form.

Questions regarding this Policy should be directed to:

Data Protection Officer
Clifford Watts Limited
11 Coopers Yard, Curran Road
Cardiff CF10 5NB

About cookies

Cookies are pieces of information that a website transfers to your computer's hard disk for record-keeping purposes. Cookies can make the Web more useful by storing information about your preferences on a particular site, such as your personal preference pages.

The use of cookies is an industry standard, and most websites use them to provide useful features for their customers. Cookies in and of themselves do not personally identify users, although they do identify a user's computer. Most browsers are initially set to accept cookies. If you would prefer, you can set yours to refuse cookies. However, you may not be able to take full advantage of a website if you do so.

By using our website you have given us your consent to set these cookies on your machine. Our Privacy & Cookie policy is located on every page on www.cliffordwatts.com detailing the cookies that we use, which includes analytics cookies and functional cookies, which are defined in the policy.

Clifford Watts Limited is registered in England & Wales with Registration No. 8204102
Registered office & head office address of 11 Coopers Yard, Curran Road, Cardiff CF10 5NB
Clifford Watts Limited is regulated by the Ministry of Justice in respect of claims management activities

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