



By completing, signing and returning the Form of Authority and Letter of Engagement you are appointing Wilson Morris to complete your claim for mis-sold Payment Protection Insurance (PPI), unfair/unlawful charges, excessive secret commissions, and/or other financial irregularities and agree to be bound by these Terms of Engagement.

#### 1. What WILL Wilson Morris do for you?

- Contact the relevant lender to check whether or not there has or ever has been PPI, unfair unlawful charges, excessive secret commissions and/or other financial irregularities added to your agreement ('The Check').
- Assess your claim, and if appropriate, pursue a claim for the recovery of your losses on your behalf.
- Deal with all areas of your claim, including all correspondence and negotiations where required with relevant companies and/or institutions. It may be necessary for us to obtain further signed documentation to make this possible.
- If, in our opinion, we feel you should pursue your claim with the Financial Ombudsman Service or the FSCS, we will inform you how to do so.
- Inform you of any/all offers of settlement we receive, evaluate them and inform you in writing whether we consider you should accept or reject the offer. You will be liable for our fees should you choose not to accept an offer of compensation that Wilson Morris deems to be fair and reasonable.
- Always act in your best interests when pursuing your claim(s) and achieving for you the best results realistically obtainable.
- If, as per your instruction, the recovered amount is paid directly to Wilson Morris, we will deduct our agreed fee and forward the rest of the amount awarded to you without delay.
- If the payment is made directly to you, which can happen, we will forward an invoice to you for payment within 14 days of receipt of funds.
- We must inform you that if your claim is successful, your Payment Protection Insurance will be cancelled.

#### 2. What WON'T Wilson Morris do for you?

- Guarantee to win a claim we accept and pursue.
- Give/offer you financial and/or legal advice.
- Pursue a claim that in our opinion has no realistic chance of success or economic level of Redress we consider insufficient or to reject an offer we deem to be adequate.
- Tell you to accept an offer we consider insufficient or to reject an offer we consider adequate. We reserve the right to cancel this Agreement if you decide to accept an offer of Redress we consider insufficient or to reject an offer we deem to be adequate.
- Accept an offer of Redress on your behalf without your agreement.
- Take your case to court (although we will inform you if we think you should).

#### 3. What do we require you to do?

- Provide all relevant information we may request without delay, to enable us to pursue your claim efficiently. Provide us with clear instructions.
- Fully cooperate with us.
- Not to mislead us or ask us to act in an improper or unreasonable way.
- Read all claims documentation carefully and retain copies of them.
- Provide us with, and ensure that we have, exclusive authority for the duration of the contract: (a) to pursue your claim, (b) to enter into correspondence and negotiations on your behalf, (c) to receive, process and provide valid receipt for any remuneration made.
- If payment is made directly into your bank account, you must pay our invoice within 14 days of receipt of funds.

#### 4. Data Protection

We will hold, control and process your personal information in accordance with the Data Protection Act 2018. By providing your personal information to us, you explicitly authorise us to process the information for the purposes set out in this paragraph. You can, at any time, request a copy of all information we hold relating to you by writing to us (a written Data Subject Access Request in accordance with the Data Protection Act). We will use the personal information you provide to assess your claim and carry out our duties in accordance with this Agreement. We may share your personal information with other companies if necessary during the process of your claim for Redress. If you provide information to us about another party, you confirm that such party authorised you to do so and consents to our processing that personal information. We reserve the right to assign the fulfilment of any of the responsibilities under this agreement to a third party. We will not do so without informing you in writing, and in such event, it will be necessary to send your private data to such third parties in order for them to perform their services.

Gross Redress/ Compensation	Wilson Morris Service Fee (exl. VAT)	Wilson Morris Service Fee (incl. VAT)
£1,000	£200	£240
£3,000	£600	£720
£10,000	£2,000	£2,400

#### 5. Our Fees

- If we do not succeed in obtaining Redress, you pay us nothing.
- "Redress" means the total PPI/commission offered by the lender, prior to HMRC's deduction, whether paid in cash or on any outstanding balance on your finance with the lender. Please be advised that 8% statutory interest may be added to your settlement which is subject to income tax
- We charge 20% + VAT (at the prevailing rate) of any Redress offered by your lender, so if the Redress awarded is £1,000, our fees would be £200 plus £40 VAT, gross £240 so the amount of redress payable to you before income tax deduction would be £760.
- Without exception, all invoices must be paid in full within 14 days of receipt of funds. We reserve the Right to charge an administration and collection fee for late payments of £24 incl VAT per case up to a maximum of £120 incl VAT.

#### Debt Recovery

The costs of any third party debt recovery and County Court action will be added to the outstanding debt together with statutory interest, pursuant to Section 69 of County Courts Act 1984 until the debt is paid in full.

#### 6. How will Wilson Morris collect our fees?

You are responsible for the payment of our fees within 14 days of receipt of funds for the agreed Redress. Your award could come in several different ways.

#### How your Redress will be paid

The third party will send the Redress directly to you. When this happens, you should notify Wilson Morris that the funds have been received. We will then forward you an invoice for payment within 14 days. In the unlikely event a cheque is sent to Wilson Morris, we will forward the monies directly to you.

#### 7. Cancelling & Termination

Commencing on the date you sign our Letter of Engagement or authorise us to look into making a complaint on your behalf, whether in writing, telephone or email, you have 14 days to cancel this Agreement and Authority to act. In such event, you may cancel without charge ('Cooling-off Period'). To exercise your right to cancel you must inform us of your decision to cancel by making a clear statement by letter, email, telephone or you can also use the cancellation form available on our website (but you are not obliged to use this). If you provide your notice of cancellation in writing, please ensure this is sent to Wilson Morris, 1st Floor, 2 Post Office Street, Altrincham, Cheshire WA14 1QA and we would strongly advise you to retain proof of postage of this notice. You may cancel this Agreement by informing us of your decision to cancel at any time.

If you cancel this Agreement outside the Cooling-off Period you may be responsible for payment of our fees. If we have not succeeded in obtaining Redress for you by the date of cancellation, we reserve the right to invoice you for administration costs charged at the rate of £60 incl VAT per hour up to a maximum fee of £300 incl VAT per complaint.

If this Agreement is cancelled (by either party) when an offer of Redress has been made which is consistent with the Financial Ombudsman Service or Financial Conduct Authority guidelines, we will enforce our charges of 20% +VAT (total charge 24% incl VAT). There will be no cancellation fees payable on a specific case if you cancel prior to the completion of The Check for that lender.

We can cancel this Agreement at any time, by notifying you in writing. There will be no fee payable if we tell you your claim is unlikely to succeed and you have fulfilled your obligations as laid out in Section 3 of this Agreement.

#### 8. Excessive Commission

- The FCA has advised all firms to write to customers who previously complained about PPI, and were rejected, and who may now be eligible to make a commission related complaint. Customers can make the claim themselves or use a claims management company like Wilson Morris to do it for them.
- Redress is paid on the balance of any undisclosed commission above 50% along with the interest accrued, and, in many cases, a further interest of 8% on this figure.

#### Complaints Procedure

##### How can I make a complaint?

A complaint can be made by any reasonable means, either by letter, telephone, email or in person. You can complain in writing to: Customer Relations, Wilson Morris, 1st Floor, 2 Post Office Street, Altrincham, Cheshire WA14 1QA

or by telephone: 0800 999 0999

or by email: [customerrelations@wilsonmorris.co.uk](mailto:customerrelations@wilsonmorris.co.uk)

##### What happens next?

On making a complaint you will receive an acknowledgment either in writing or by email within 5 working days of receipt. Our Customer Relations Department will thoroughly investigate your concerns and a full and final response will be issued within 8 weeks. All complaints will be investigated by a person of sufficient competence who was not directly involved in the matter which is the subject of the complaint.

Whoever investigates the complaint will have the authority to settle the complaint. If, after 8 weeks, we are not in a position to issue a final response we will provide reasons for the delay and indicate, in writing, when we expect to be able to issue our final response. Where we decide that redress is appropriate, we will provide you with fair compensation for any acts or omissions for which we are responsible and will comply with any offer of redress which you accept. If we do not hear from you within 14 days of receiving our response, we will assume that your complaint has been resolved and your file will be referred back to the relevant department.

##### I'm not satisfied with the response - what can I do?

If you have received our final response and still consider your complaint to be unresolved you have the right to refer your complaint to the Claims Management Ombudsman, free of charge—but you must do this within six months of the date of our letter. If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances. You can contact them as follows:

In writing: Claims Management Ombudsman, Exchange Tower, Harbour Exchange, London E14 9SR

By telephone: 0800 023 4567

Website: <https://help.financial-ombudsman.org.uk/help>