

## **Investor Compensation (UK) Limited - Terms and Conditions – Packaged Bank Accounts**

These terms of business (the “Terms”) explain the entire rights and obligations of You and Us regarding the provision of our Services.

You should read the Agreement carefully before signing the Letter of Authority Form. If You do not understand any aspect please ask Us for further information.

### **1. Meanings**

"Account" – the account(s) and/or policy(ies) identified by You as being relevant to the Claim.

"Agreement" - the agreement entered into by You with Us, incorporating the Letter of Authority Form and these Terms.

"Bank" - the bank(s), financial institution(s) or other provider(s) of generic financial services against which We bring a Claim on your behalf.

"Cancellation" – termination by You of the Agreement in accordance with the relevant provisions of the Agreement and "Cancel" is defined accordingly.

"Claim" – a claim or claims made by Us to the Bank on your behalf relating to mis-selling of Packaged Bank Accounts.

"Fees" - the fees payable by You to Us under paragraph 5.1 and any other fees or other amounts payable by You to Us under the Agreement.

"FOS" – Financial Ombudsman Service.

"Letter of Authority Form" – the form We enclosed with the pack and which We asked You to sign to give Us authority to raise a formal complaint to the Bank and to act on your behalf.

"Personal Notice" - written notice provided by Us to You at least 15 Working Days in advance (or such shorter period as may be necessary to ensure We comply with our regulatory and legal obligations) by post or email (in each case provided to the most recent contact details provided by You to Us).

"Services" – the services that We agree to provide to You under the Agreement, being the assessment, preparation and negotiation of your Claim.

"Settlement Amount" - all amounts paid or provided or to be paid or provided by the Bank to You and to any other person in relation to settlement or satisfaction of your Claim (gross of any tax you are liable to pay), being the total value of the benefits to You and to any other person, monetary or otherwise, and including any cash or cheque payment, any reduction in your account balance, any reduction in your account arrears, any goodwill payments and any interest paid by the Bank in relation to the Claim.

"You" - you, the person(s) engaging Us on the basis of the Agreement.

"We" and "Us" - Investor Compensation (UK) Limited (registered number 00769324, CRM28889) whose registered address is Unit 1C, Riparian Way, The Crossings Business Park, Cross Hills, Keighley, West Yorkshire BD20 7AA or anyone to whom we transfer our rights and obligations under the Agreement.

"Working Days" – all days other than Saturdays, Sundays and public holidays.

### **2. The Agreement between You and Us**

2.1. You appoint Us to act as your exclusive representative in your potential claim and We agree to act on your behalf and to provide the Services on the terms of the Agreement. Your appointment of Us, and the Agreement, starts when We receive a completed original signed Letter of Authority Form from You.

By providing Us with a completed Letter of Authority Form You are entering into a binding contract on the terms of the Agreement.

- 2.2. By appointing Us, You confirm that no agency or person other than Us is acting for You in relation to the potential claim and You agree not to appoint any such agency/person in relation to the potential claim or the Claim.

### 3. **Cooling Off Period and Other Rights**

- 3.1. You have the right to Cancel the Agreement within 14 days without giving any reason. The Cancellation period will expire after 14 days from the day of the conclusion of the Agreement (being the date on which We receive your original signed Letter of Authority Form). To exercise the right to Cancel, You must inform Us of your decision to Cancel the Agreement by a clear statement, for example a letter sent by post, fax or email (see paragraph 3.4 for contact details) or verbally, by telephoning Us on 0800 542 6866. It is recommended that You send any written notice of Cancellation by recorded delivery post. You may use the model cancellation form which is contained in your claim pack, but it is not obligatory and You may provide to Us any other clear statement setting out the decision to Cancel the Agreement. To meet the Cancellation deadline, it is sufficient for You to send your communication concerning your exercise of the right to Cancel before the Cancellation period has expired.

- 3.2. If You Cancel the Agreement during the cooling off period, we will reimburse You all payments received from You and You will not be subject to any financial penalty by Us.

- 3.3. You have the right to seek further advice or to shop around before You enter into the Agreement, subject to any time limits within which a claim must be made. You may have alternative mechanisms for pursuing your claim or obtaining redress, including FOS and the Financial Services Compensation Scheme.

- 3.4. Our contact details are as follows:

*Address: Investor Compensation (UK) Ltd of Unit 1C, Riparian Way, The Crossings Business Park, Crosshills Keighley BD20 7AA.*

*Customer Service Line: 0800 083 0103*

*Fax Number: 0800 542 6866*

*Email: [info@investorcompensation.co.uk](mailto:info@investorcompensation.co.uk)*

### 4. **The claims process**

- 4.1. You agree to provide to Us throughout the term of the Agreement with all appropriate and available information relating to your potential claim as soon as possible. The information that You provide should be true and accurate to the best of your knowledge and belief. We will consider your potential claim and will consider, based on the information You have provided, any other accounts, products or services provided to You by the same Bank that may give rise to a Claim. Please note that if You fail to provide Us with this information as described in this paragraph, You may impede the progress of your Claim and become liable to Us for costs under paragraph 6.2.

- 4.2. Once We have received your signed Letter of Authority Form or, if later, sufficient information from You, We will assess whether We consider your potential claim to be viable. If We consider that it is viable, We will:

- raise a formal complaint to the Bank regarding your Claim;
- provide the Bank with the relevant information that We have received from You;
- promptly notify You once We are informed of the outcome of the Claim.

- 4.3. If, at our complete discretion, We consider that your claim is not viable, whether due to the claimed amount being too small or for any other reason, We will notify You, following which You will not be required to pay anything to Us and We will have no further obligations to You under the Agreement.
- 4.4. You authorise Us on your behalf and as your representative to:
- take those actions set out in paragraph 4.2;
  - request appropriate further information from the Bank relating to your Claim and receive all communications from the Bank on your behalf;
  - withdraw your Claim, at our absolute discretion, in the event that the Bank provides Us with evidence that the Claim duplicates a claim made by You or on your behalf other than through Us;
  - take any other actions which are reasonably required in relation to the above.
- 4.5. You authorise Us to make a request under article 15 of the General Data Protection Regulation (GDPR) on your behalf, to relevant parties connected with your Claim. We may restrict the scope of the request to particular information or classes of information. Any fee payable to the third party in respect of any such request will not be charged by Us to You.
- 4.6. You agree that You will:
- provide any information that may be necessary for Us to progress your Claim as soon as possible on request (We will check that such information is sufficient for Us to do so and will contact You if it is not);
  - notify Us within 5 Working Days if You receive communications (whether telephone calls, emails or letters) directly from the Bank regarding the progress of your Claim (including communications relating to offers of settlement or goodwill gestures) and forward any paperwork connected with this to Us as soon as possible if We request it (please note that if You fail to advise Us of any communication from the Bank, You may impede the progress of your Claim and become liable to Us for costs under paragraph 6.2).
- 4.7. If the Bank fails to respond to Us or to You within 8 weeks of our communication under paragraph 4.2 or the Bank rejects your Claim, You may have certain options including to issue a formal complaint to FOS. We will discuss these options with You at the time. If We agree with You that a complaint to FOS by Us on your behalf is appropriate, We will provide you with the appropriate forms for You to complete and return to Us so that We can make the complaint on your behalf. Any settlement amount paid to You through the FOS process will be treated under these terms as a Settlement Amount, including the terms relating to our entitlement to Fees.
- 4.8. You acknowledge that:
- all decisions relating to acceptance or otherwise of any settlement offer are to be made by You; and
  - settlement of your Claim may result in the termination of your Packaged Bank Accounts cover in relation to the Account (and any other accounts that may be relevant to settlement of your Claim).
- 4.9. We may ask You for certain card details over the phone in order (i) to process your Claim with the Bank (for example, your card number may be used to identify your Account); and/or (ii) for You to make payment of our Fees in the event a Settlement Amount is paid by the Bank in respect of your Claim. Your card details will not be stored in our payment system. You should never email or post to Us a photo of your card or details of your card expiry date or CVV number (the 3 digits at the back of your card) and if any of our staff ask You to do so, please contact Us by telephone on 01535 959767.
- 4.10. All of our written communications to You will be provided by email to the most recent email address provided by You. If at any time You would prefer to receive written communications by post, please let Us know by telephone, email or post.

## 5. **Our fees and how You pay Us**

- 5.1. Where your Claim is successful, We will be entitled to a fee payable by You to Us of 30% (plus VAT at the prevailing rate at the date of the invoice) of the Settlement Amount. An example of this is: your Bank awards You a Settlement Amount of £3,000. Your payment to Us in respect of that award would be in total £1,080, being our fee of £900 and a VAT amount of £180 (where the VAT rate is 20%).
- 5.2. Note that the Settlement Amount is not just the amount of cash You receive – it includes any account reductions and other benefits, as set out in the definition of "Settlement Amount" in paragraph 1. Note also that the Settlement Amount will include compensation that the Bank offers to You that relates to any accounts whether these are identified in the Claim or not. Where You have engaged Us with another person in relation to a joint account, You agree that the Settlement Amount for the purposes of the Agreement includes any compensation that the Bank offers to any one of You in relation to any accounts in your single name where such compensation can reasonably be regarded as offered as a result of the Claim. The Bank may deduct from the Settlement Amount tax that is payable by You on any interest, however, for the purposes of the Agreement, Settlement Amount includes the gross amount of such interest.
- 5.3. You agree that all monies recovered from the Bank in relation to your Claim shall be made payable directly to Us and You instruct the Bank to make all payments and/or cheques relating to your Claim directly to Us.
- 5.4. We will issue an invoice and send it to You as soon as possible following the earliest date on which We become aware that the Bank has offered to pay You or has paid You a Settlement Amount. You must settle our invoice within 14 consecutive days of it being issued.
- 5.5. Where some or all of the Settlement Amount is paid by the Bank directly to Us, You authorise Us to deduct our Fees from it in settlement of our invoice.
- 5.6. Where some or all of the Settlement Amount is paid by the Bank to You but is received by Us, You authorise Us to pay that amount into our client account and, on distribution of such amount, deduct our Fees from it in settlement of our invoice.
- 5.7. Where the Bank pays some or all of the Settlement Amount directly to You or the Bank reduces any of your account balances in payment of the Settlement Amount:
  - You will notify Us of such payment or reduction within 5 Working Days of You becoming aware of it;
  - We will notify You of such a payment or reduction within 5 Working Days of Us becoming aware of it, should We become aware of it before We have been notified by You.
- 5.8. Subject to paragraph 5.11, in any situation where We are holding part of the Settlement Amount after full payment of our Fees, We will forward payment of the remaining amount to You within 10 Working Days.
- 5.9. You agree that We can deduct the Fees from your credit/debit card where You have provided Us with those details for that purpose.
- 5.10. Once You have settled your invoice in full our responsibilities and obligations to You in connection with this Agreement will cease.
- 5.11. We may set off any fee or other amount that You owe to Us under any other agreement between You and Us against any liability that We have to make payment to You under paragraph 5.8. If We do this, our other rights or remedies under the Agreement or any other agreement between You and Us will not be affected.
- 5.12. Subject to paragraphs 5.13, 5.14, 6.2 and 6.3, if We submit a Claim on your behalf but no Settlement Amount is paid by the Bank in respect of that Claim, You will not be required to pay any Fee to Us.
- 5.13. In respect of any unpaid invoices, We may at our discretion:

- commence debt collection proceedings to recover the amount due;
- charge interest on the amount unpaid at the rate of 8% per annum; and
- add to the amount outstanding the costs of any telephone calls and invoice reminders at the following rates – £10.00 (plus VAT) for second and subsequent written reminder - £3.50 (plus VAT) for second and subsequent telephone reminder.

## 6. **Termination/Cancellation**

- 6.1. We may terminate the Agreement in the circumstances set out in paragraph 4.3.
- 6.2. We may terminate the Agreement if We become aware that You are pursuing your claim independently or if You fail to comply with your obligations under paragraph 4.1 or 4.6 and such failure results or is likely to result in Us being unable to manage your Claim effectively, in which case You will be liable to pay Us at our discretion an amount which We calculate, acting reasonably, as representing the costs We have incurred in relation to your Claim at the rate of £60 plus VAT per hour.
- 6.3. In addition to your rights to Cancel within 14 days under paragraph 3.1, You may Cancel the Agreement at any time by sending Us a letter by post, fax or email (see paragraph 3.4 for contact details) or verbally, by telephoning Us on 0800 542 6866. You may use the model cancellation form which is contained in your claim pack, but it is not obligatory. It is recommended that You send any written notice of cancellation by recorded delivery post. If You Cancel the Agreement in this way You will be liable to pay Us an amount which We calculate, acting reasonably, as representing the costs We have incurred in relation to your Claim at the rate of £60 plus VAT per hour.
- 6.4. If You at any time independently accept or receive a Settlement Amount based on a Claim made by Us to the Bank, whether or not the Agreement has terminated/been Cancelled, You will be liable to pay such proportion of our Fees as reflects the work we have undertaken.

## 7. **Limitations on our services and liability**

- 7.1. Where the Bank makes an offer of a Settlement Amount, We will not give You any advice as to whether the Settlement Amount is suitable redress in respect of your Claim and We are under no obligation to verify the calculation of the amount other than to confirm that statutory interest has been applied by the Bank as required under the complaints process rules of the Financial Conduct Authority.
- 7.2. If any form of tax is payable by You or on your behalf in relation to the Settlement Amount (such as income tax which is payable by You in respect of the interest paid to You as part of the Settlement Amount), You shall be fully responsible for such payment and We shall have no responsibility to make such payment on your behalf.
- 7.3. We shall have no liability to You for any loss to the extent it arises as a result of the information provided by You in connection with your Claim being inaccurate or incomplete, unless the reason for it being incomplete is due to a failure by Us to identify the necessary information as part of our standard claims procedures.
- 7.4. Nothing in the Agreement shall exclude or limit any liability of ours which may not be legally excluded or limited.

## 8. **Changes to the Agreement**

- 8.1. We may make changes to our Fees, including introducing new fees and charges and making changes to the basis on which We charge for providing services, by giving You Personal Notice.
- 8.2. We may make any other changes to the Agreement, including introducing new fees and charges and making changes to the basis on which We charge for providing services, by giving You Personal Notice.
- 8.3. We may only make changes under paragraph 8.1 or 8.2:

- following or in anticipation of any change in law, regulation, industry guidance or code of practice; or
  - to respond to changes or anticipated changes in the costs that We incur to third parties in relation to our provision of the Services.
- 8.4. Where We make any change under paragraph 8.1 or 8.2 the change will be proportionate to the underlying reason for the change and We will explain the reason to You.
- 8.5. When We give You Personal Notice of a change We intend to make in accordance with paragraphs 8.1 or 8.2, before the change takes effect You may end the Agreement without incurring a charge by giving Us notice in writing and such notice will take immediate effect.
- 8.6. If You do not tell Us that You want to end the Agreement as described in paragraph 8.5 before the date each change is to take effect, then You will be deemed to have accepted the change and it will take effect automatically from the date detailed in your Personal Notice.

## 9. **Personal details and statement of data protection**

- 9.1. We recommend that You read this statement carefully as it describes how We use your personal information. For further details, please see the full privacy notice on our website at <https://www.bankingrefunds.co.uk/privacy/> or ask Us for a copy and we will provide it to You.
- 9.2. We will use your personal information for the purpose of providing You with our services and for direct marketing if You consent to it. The personal information You must provide for the purpose of the contract is indicated on the letter of authority: without it, We cannot provide our services. We need a basis in law to use your personal information. In your case, that basis is that (a) our use of your personal information is necessary for Us to enter into or perform a contract with You; (b) You have given consent or explicit consent to our use; and/or (c) the use (for example customer relationship management) is in our legitimate interests, which do not override your own interests, rights and freedoms.
- 9.3. Please be aware that We may record and monitor your calls to maintain or improve our services.
- 9.4. We can confirm that all personal information supplied by You will not be passed on to anyone other than:
- 9.4.a as required or permitted by law or a court order including as requested by any government or law enforcement authority, or to our suppliers, service providers and advisers so they can provide Us with services or advice;
  - 9.4.b any company or other entity to whom We may either transfer or subcontract any or all of our obligations or rights to You under this Agreement; or
  - 9.4.c to a third party, with your consent.
- 9.5. If you consent, We will contact You by email, text and telephone with details of our products and services which We think may be of interest to You.
- 9.6. If You wish to stop hearing about or receiving information on our products and services, please tell the caller or use the opt out in the email/texts or follow the opt out procedure at [bankingrefunds.co.uk](http://bankingrefunds.co.uk). Please also see your rights in paragraphs 9.14 and 9.15.
- 9.7. If You give Us your email address and communicate with Us over the internet, We will assume that You accept the level of security in such communications and agree that We can communicate with You by email and other internet means. We set transport layer security (TLS) on our emails and We encourage You to do the same, so that the communications between Us are encrypted. Please also encrypt documents before sending them to Us, and provide the encryption key to Us by a means other than email, such as a call.
- 9.8. We will keep your personal information in the UK. We also have a call centre in South Africa, from where your personal information in the UK may be accessed over a private network. South Africa's

data protection laws are not considered to give the same level of protection for personal information as those in Europe. We have carried out due diligence on this call centre and will ensure that your personal data are still protected to UK standards. We have also required all call centre agents to have specific certificated GDPR training.

- 9.9. We will keep your personal information for up to 10 years after the end of the contract between Us. After that We will review your personal information and delete it if there is no business need for Us to keep it for a longer period, for example for the purpose of a legal claim or for tax reasons.
- 9.10. You can contact Us at any time by writing to the Data Protection Manager using Our contact details in paragraph 3.4 for any information You require and also if You would like copies of any or all personal information We hold about You.
- 9.11. You have rights to make a request to Us:
- for access to your personal information as briefly described in paragraph 9.10
  - for rectification or erasure of your personal information
  - for restriction of processing concerning You
  - to object to our processing which is based on legitimate interests
  - to object to direct marketing
  - to port (transfer) data you have provided to Us, either to You or to another provider.
- 9.12. To exercise one of your rights please contact our Data Protection Manager using Our contact details in paragraph 3.4. There is not normally any charge. If there is going to be a charge, We will advise You beforehand and only process your request if You tell Us to. Charges are only where a request is manifestly unfounded or excessive, particularly if it is repetitive, or where You ask Us to provide a further copy of the same personal information.
- 9.13. We may make "automated decisions" about You, that is a significant decision made by software or an algorithm without human intervention. For example, based on a certain criteria (defined by humans) our system makes automatic decisions, such as when to send You an email or SMS or close your case. The logic in our systems is best understood as the milestones throughout the customer journey, example Your customer pack being returned or the complaint being sent to the vendor. We then set appropriately determined contact points to keep You updated or informed on any progress with your claim. The consequences of these automated decisions are limited as the triggers are removed where the customer journey finishes, i.e. when your case is closed, or is successful and You have settled your invoice.
- 9.14. If You give Us your consent, **You have a right to withdraw that consent at any time.** To exercise your right please call Us on 0844 88 00 648 or email [info@investorcompensation.co.uk](mailto:info@investorcompensation.co.uk). It would be helpful if You put "Withdrawal of consent" in the subject line of the email.
- 9.15. **You have a right to object to our use of your personal information for our legitimate interests, including direct marketing.** To exercise your right please call Us on 0844 88 00 648 or email [info@investorcompensation.co.uk](mailto:info@investorcompensation.co.uk). It would be helpful if You put "Right to object" in the subject line of the email.
- 9.16. Please advise Us at the earliest opportunity if You have any medical conditions such that You might be regarded as particularly vulnerable and the nature of such status. By giving Us this data, You give explicit consent to Us using and holding this data to ensure that You receive fair and appropriate treatment from Us. The nature of your status will not be disclosed by Us to third parties without your further explicit consent or as required or permitted by law.
- 9.17. You have a right to complain to the Information Commissioner. Please see our privacy notice at <https://www.bankingrefunds.co.uk/privacy/> for details, or ask Us for a copy and we will provide it to You.

10. **General Terms**

- 10.1. By giving You Personal Notice We may transfer our rights and obligations (or subcontract any of our obligations) under this Agreement. Your rights under the Agreement will not be reduced as a result of any such transfer.
- 10.2. If any event beyond our reasonable control prevents or hinders Us from performing our obligations under this Agreement We shall not be deemed to have breached this Agreement.
- 10.3. If We waive any breach of the Agreement that shall not be considered to be a waiver of any subsequent breach.
- 10.4. This Agreement with You is governed by the laws of England and Wales. Any dispute which arises in relation to this Agreement shall be dealt with by any court in the UK, Isle of Man and Channel Islands which is able to hear the case.

*We are a member of the Professional Financial Claims Association and subscribe to the PFCFA Code of Practice. A copy of the Code is available at [www.pfca.org.uk](http://www.pfca.org.uk).*

*We aim to provide the highest possible level of service to all clients. If You are unhappy with any aspect of the service, then please raise your concern with Us immediately. We operate a complaints procedure in accordance with rules made by the Claims Management Regulator which is designed to help Us to resolve any complaint you may have as quickly as possible. A copy of the complaints procedure is available at [bankingrefunds.co.uk](http://bankingrefunds.co.uk) or on request from Us. You have the right to refer your complaint to the Legal Ombudsman.*