

Summary Document

Services

Our firm offers the service to check if you had payment protection insurance. This service will allow us to investigate and confirm if PPI was present, along with any undisclosed commissions associated with PPI. If PPI is detected, we may automatically initiate a complaint to the lender on your behalf and then assist further in the handling and investigating your complaint. If an automatic complaint is not initiated when PPI was found we will contact you to discuss the next steps of investigation and submission of a complaint, and then handle requests from the lender in respect of this.

Customer Claim Steps

For us to submit a claim to your lender following the PPI check, where this is both on an automatic basis or not, what is needed from you is the following:

Provide information in our investigation that is to the best of your knowledge about the situation at the time

If you do have any documentation and any evidence which would support your potential claim, please provide this to us

Read thoroughly and Complete the necessary paperwork which we send to you (most of this will be completed with you over a telephone call with our claim investigators)

Respond to us in a timely manner so we can ensure to progress your claim

Keeping you up to date

We will keep you up to date throughout the progress of your claim, and whenever the Lender(s) are in touch and require additional information. We will mainly contact you through Telephone, email, sms and post.

Statutory Ombudsman

You do not need to use a claims management company to make your complaint to your lender or other compensation scheme such as the FSCS you are able to do this yourself free of charge. Additionally, if your complaint is not successful you can refer it to the Financial Ombudsman Service yourself for free.

Fees

The fee illustration included is not to be taken as an estimate of the amount likely to recovered for you. Our fees are charged on the gross amount of compensation you receive and are charge is 20% plus VAT (24%).

Example:

If SW is successful in obtaining compensation	The customer would pay in Fee(s) inclusive of VAT	The customer would receive:
£1,000	£240	£760
£3,000	£720	£2,280
£10,000	£2,400	£7,600

Cancellation

You have the right to cancel your agreement without charge within the first 14 day cooling off period. After this you can terminate the contract with us but may incur a cost that is reasonable and proportionate for the work done. The termination fees may be applicable to your case are worked out on the amount of hour(s) work that we have completed and are charged at £50 per hour. This is unless you have had a reasonable offer of compensation, then all our fee is due. You can cancel or terminate your agreement through completing the form on our website (www.swreclaim.co.uk) or by informing us over the telephone or through written correspondence.

TERMS OF INSTRUCTION

SW Reclaim, First Floor Offices ,Express Networks 3, 6 Oldham Road, Manchester, M4 5DE

Payment Protection Insurance Terms of Instruction

These Terms of Instruction details how SW Reclaim (SW) will undertake its claim service to you. By completing, signing and returning your Letter of Authority (LOA) you agree to be bound by these. This agreement will allow us to investigate and confirm if PPI was present, along with any undisclosed commissions associated with PPI. If PPI is detected, we may automatically initiate a complaint to the lender on your behalf and then assist further in the handling and investigating your complaint. After acknowledgement by the lender of a complaint, they have up to 8 weeks in which to issue a final response to the complaint. Provided the lender has accepted the complaint an offer of acceptance will be sent to you. Once you have accepted the offer the lender has up to 4 weeks to make payment to you. If the lender rejects the complaint, we will contact you to discuss the merits of sending the complaint to the Financial Ombudsman Service.

Compensation: Compensation means the total monies and the full value of benefits offered by the Third Party financial institution(s) associated with your claim, including the failure to disclose commission charges (Plevin effected). This can be paid in various ways, for instance as a money payment or as a discount or reduction in the loan/credit card amount outstanding and/or as a reduction on any interest or capital outstanding. You understand that you will still be subject to a fee in this instance.

Our Responsibilities: SW Reclaim will provide the following services. SW Reclaim shall: a). Act in your best interests in pursuing any potential claim against the Third-Party financial institution. B). Provide you, using SW's knowledge of the industry and of payment protection insurance, with impartial advice on the risks and benefits of pursuing a claim against the Third-Party financial institution. C). Advise you on the suitability of any offer of settlement on behalf of the Third-Party financial institution.

Your Responsibilities are that you shall: A). Provide SW with full and accurate information and not mislead it in anyway. All information provided is your responsibility. B). Respond to any request from SW for instructions or further information without delay. C). Provide SW with all documents, including in electronic form, in your possession that are relevant to the claim and give evidence of a fact in the claim. You confirm that you have given us all documents that you know about. D). In order to proceed with your claim, you need to return your Letter of Authority E). Advise SW of any change of address details or contact telephone numbers immediately.

Law & Jurisdiction: Law applicable to this contract shall be the law of England and Wales and the parties consent to the jurisdiction of the English courts in all matters affecting this contract.

SW makes no representation or warranty to the Client that compensation will be obtained or is in any way guaranteed. SW reserves the right at any time, at its sole discretion, not to pursue a claim for compensation and will notify you in writing if this should occur.

SW's fee for services: If SW carry out a PPI check and no PPI is identified, or this has previously claimed on, then you owe SW nothing. SW will endeavour to recover all monies owed to you (including those related to the non-disclosure of unfair commission). SW's agreed fee is 24% (inclusive of VAT at the current rate) of the Compensation. You hereby agree to pay the fee due to SW within 14 days of receiving the compensation. SW will provide you with a request for payment upon notification of you receiving an offer of compensation. Should SW have to take any steps to recover any fee due, you will be liable to pay any third party recovery costs.

Fee Examples: If SW succeeds in obtaining compensation of £1,000 the fee(s) would be £240 and you would receive £760. If SW succeeds in obtaining compensation of £3000 the fee(s) £720 and you would receive £2,280. If SW succeeds in obtaining compensation of £10,000 the fee(s) would be £2,400 and you would receive £7,600. The Finance Act 2013 requires Lenders to deduct tax from the interest element of your compensation. SW does not provide tax advice.

Cancellation: SW can cancel or terminate 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. SW shall have the right to terminate the contract by giving you written notice if: (a) there occurs any material breach by you of any terms of this agreement which is irremediable or if remediable is not remedied to SW's satisfaction within 15 days of a written notice by the Company specifying the breach and requiring it to be remedied; or (b) you (or either of you) are adjudicated bankrupt; or (c) you do not follow a reasonable recommendation that SW makes.

Referral Fees: You are not responsible for any referral fees that SW may make to an introducer – any such referral fees (Up to 50% of the amount of the agreed fee) are the responsibility of SW alone and paid by SW from the agreed fee that it receives.

Complaints: We are committed to resolving complaints as quickly as possible. In the event that you wish to make a complaint, please contact us in writing, by email, phone or any other reasonable means. Please find the attached complaints handling procedure which details our complaints process. This can also be seen at <http://www.swreclaim.co.uk/complaints.html>.

Other Information: We reserve the right to assign our rights and responsibilities in this contract provided that the person we assign it to agrees to provide the same services to you in accordance with this contract. We will write to you at least 4 weeks before any assignment is made to ensure that you are aware that it is happening. In this notice you will be given the option to opt out of the assignment to third parties and continue your claim by other means by notifying us by any reasonable means in this time. You should be aware that as with any claim there is a small risk that it may result in Court proceedings although in the highly unlikely event that this were to occur we would continue to provide our services and arrange for you to be represented by a solicitor. In order for the solicitor to represent you it will be necessary for you to enter into a contract with the solicitor for the provision of their services. If you do not wish to continue with your claim at this point you may cancel your contract and only pay the cancellation charges set out within this agreement.