

TERMS OF BUSINESS

This agreement creates a contractual relationship between Harjit Jhooti trading as TTP-Financial Compensation, 118 Tudor Road, Hampton, TW12 2NF hereafter referred to as **'the Firm'** and the individual(s) who prints their name(s) and sign this agreement hereafter referred to as **'the client'** for the Firm to advise, investigate and represent the client to lodge a complaint, on the client's behalf, against relevant third parties hereafter referred to as **'the provision of claims management services'**.

The Firm is in the Financial Products and Services sector and specifically deals with the following product claims:

- Life Assurance: whole of life policies and mortgage endowments.
- Pensions: personal pensions, free standing additional voluntary contributions and transfers away from employers' schemes.
- Regular Savings: life company unit linked savings plans.
- Lump sum investments: insurance bonds.

The client appoints the Firm under this agreement as its exclusive agent to provide claims management services to the client.

The client is aware that they can represent themselves or seek alternative mechanisms for making a claim.

DEFINITIONS

'Respondent' means the client's Provider, to whom the Letter of Authority (LOA) is addressed.

'Redress/Settlement/Offer' means any sums offered, paid or given in respect of a settlement, goodwill gesture, redress or compensation made by the Respondent.

'Letter of Authority' means the document to be sent to the Respondent providing your authority for the firm to act on your behalf which will be in the **'Initial Pack'**.

'FOS' means the Financial Ombudsman Service.

'FCA' means the Financial Conduct Authority.

REGULATORY STATUS

1. Harjit Jhooti is authorised and regulated by the Financial Conduct Authority (FRN:830901)

CONTACT DETAILS

2. The Firm can be contacted using the following contact details:

Post: 118 Tudor Road, Hampton, Middlesex, TW12 2NF

Telephone: 02032951150

Email: info@ttp-financial.co.uk

COMMENCEMENT

3. This agreement commences from the date printed in the acceptance section of this agreement.

DURATION

4. Except where the Firm or the client cancels or terminates this agreement, it shall persist until the settlement of the claim(s).
5. Where the claim(s) are rejected by a respondent and/or a statutory ombudsman (FOS) or compensation scheme (FSCS) this agreement shall persist to enable the Firm to rely on this agreement to contact the client under the contract lawful basis of the General Data Protection Regulation (EU) 2016/679 where there are developments that allow the rejected complaint(s) to be resubmitted with a prospect of successful settlement.

SERVICES

6. The services that will be provided by the Firm will be as follows:
 - 6.1 Submitting an information request on behalf of the client to the respondent(s) to establish that the client and the respondent(s) had a relationship.
 - 6.2 Obtaining relevant information from the respondent(s) to investigate the merits of the client's claim.
 - 6.3 Obtaining relevant information from the client to ascertain the basis of the claim and investigate its merits.
 - 6.4 Advising the client about whether their claim(s) has a prospect of success or not prior to presenting the claim to a respondent.
 - 6.5 Submitting a claim to the respondent(s) on behalf of the client.
 - 6.6 Liaising with the respondent(s) post-submission of the claim where necessary until settlement of the claim.
 - 6.7 Liaising with the respondent(s) post-submission of the claim(s) to obtain further information, where required, and to communicate material developments about the claim(s) until settlement.

- 6.8 Advising the client about any particular steps that are required to be taken at particular stages of the claims process. This includes advising the client about the possibility of escalating the complaint to a statutory ombudsman (if applicable) if rejected by the respondent.
- 6.9 Our service does not extend to representing you in court and we cannot comment as to whether this course of action would be appropriate should your claim through the Firm prove unsuccessful.

SERVICE FEES

7. The Firm operates on a No Win, No Fee basis, this means that if you are not offered a satisfactory offer/settlement there is no fee owed to the Firm. Where offers are rejected by the client the Firm will not require any fee from the client.
8. The Firm charges a fee 30% including VAT (at the standard prevailing rate applicable being 20%) for the provision of the claims management service under this agreement.

This includes any redress/offer as described in formal offer paperwork, secured and considered acceptable by you.

Redress secured	TTP Fee	VAT	Total due to TTP
£1,000	£250	£50	£300
£3,000	£750	£150	£900
£10,000	£2,500	£500	£3,000

The service fee is based on the gross amount of compensation awarded.

9. The Firm's service fees will reduce the amount of cash in hand compensation the client will actually retain.
10. The Firm's service fees become due when the client is in receipt of compensation from a respondent or can access their pension redress. An invoice will be generated and sent to the Client; payment is required within 14 days of receipt of the invoice.

CLIENT OBLIGATIONS

11. The client makes the following undertakings by entering into this agreement:
- 11.1 To provide the Firm with all documentation likely to be needed to pursue the claim(s). This includes documentation showing the respondent(s) and the client had a relationship and documentation that evidences the alleged wrong doing.
- 11.2 To be truthful and honest in all its dealings with the Firm.
- 11.3 To cooperate with the Firm to enable the Firm to provide its claims management services.
- 11.4 To notify the Firm prior to entering into this agreement whether the client has alternative means of pursuing the claim(s).
- 11.5 To notify the Firm prior to entering into this agreement whether the client has any outstanding liabilities owed to a respondent.
- 11.6 To notify the Firm prior to entering into this agreement whether the client, whether in Great Britain or in another jurisdiction has been subject to bankruptcy, a debt relief order, an IVA, sequestration or a similar arrangement.
- 11.7 To communicate all relevant information to the Firm as promptly as possible.
- 11.8 To respond to the Firm's information requests as promptly as possible.
- 11.9 To forward to the Firm correspondence from the respondent(s) that relate to the claim(s) as promptly as possible.
- 11.10 To notify the Firm when an offer of redress/compensation is made by a respondent.
- 11.11 To notify the Firm when in receipt of redress/compensation paid by a respondent.
- 11.12 To make payment of the Firm's service fees when it falls due in accordance to this agreement.

FIRM OBLIGATIONS

12. To exercise due skill, care and diligence in providing the claims management services under this agreement. Notwithstanding, the Firm does not guarantee the client a successful claim.
- 12.1 To keep the client informed about the progress of the claim.

- 12.2 To communicate to the client information received by the Firm on behalf of the client from third parties for the attention of the client as promptly as possible and, in any event, within 10 working days.
- 12.3 To communicate information received by the client for the attention of third parties such as a respondent as promptly as possible and, in any event, within 10 working days.
- 12.4 To act in the best interests of the client.
- 12.5 To be truthful and honest in all its dealings with the client.

COMPLAINTS

13. If at any point you become unhappy with the service we provide to you or you have concerns about your bill then you should inform TTP immediately so that we can do our best to resolve the problem for you. We have a procedure in place to resolve complaints which is available at ttp-financial.co.uk/complaints-procedure.

We have eight weeks to consider your complaint. If we are unable to resolve your complaint then you can have the complaint independently looked at by Claims Management Ombudsman that investigates complaints about poor service from claims management companies. The Claims Management Ombudsman can investigate complaints up to six years from the date of the problem happening or within three years of when you found out about the problem. If you wish to refer your complaint to the Claims Management Ombudsman this must be done within six months of our final response to your complaint.

If you would like more information about the Claims Management Ombudsman their contact details are as follows:

CMC Financial Ombudsman
Call: 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk
Claims Management Ombudsman
Exchange Tower
Harbour Exchange
London
E14 9SR

TERMINATION

14. The client can terminate this agreement at any time prior to the securing of an offer of redress from the respondent by any independently verifiable means of communication such as the cancellation form appended to this agreement.

BREACH

15. Where either party fails to fulfil its obligations under this agreement the non-breaching party shall give the breaching party an opportunity to remedy the breach in good time.
16. Failure by the breaching party to remedy the breach in good time shall entitle the non-breaching party to terminate this agreement without notice and without incurring any liability.
17. Both parties shall be entitled to terminate this agreement with immediate effect and without giving the breaching party an opportunity to remedy the breach if the breach relates to either party's failure to fulfil its obligations of truthfulness and honesty.

FINANCIAL OMBUDSMAN SERVICE

18. The Firm is subject to the Financial Ombudsman Service's jurisdiction (hereafter referred to as the FOS'). Further information about the FOS can be obtained on the following website: www.financial-ombudsman.org.uk.

RISKS

19. There are the following risks involved in making a claim:
20. The possibility of not recovering any cash in hand redress but becoming liable to pay the Firm's fees. For example, if a pension claim, it is possible that the firm's service fees may become payable before the client has access to their pension fund and may still be liable to pay the firm's service fees from their own funds.
21. If the client has outstanding liabilities with the respondent there is a possibility that any compensation/redress will be off-set against those outstanding liabilities and the client may still be liable to pay the Firm's service fees from own funds.
22. If the client, whether in Great Britain or in another jurisdiction have been subject to bankruptcy, a debt relief order, an IVA, sequestration or a similar arrangement the compensation/redress might, in certain circumstances be off-set against the client's outstanding debts; and the client will, where necessary, may still be liable to pay the Firm's service fees from own funds.

EXCLUSIONS

23. The Firm excludes liability to the client for any tax liability incurred due to the client's failure to pay tax on the compensation/redress received. It is the client's responsibility to fulfil their personal tax obligations. Professional financial advice should be sought by the client if in doubt of their tax obligations.
24. Neither party shall be liable for a breach of this agreement by failing to perform their obligations under this agreement due to force majeure or any unforeseeable circumstance outside the control of the affected party.

VARIATION OF TERMS

25. Neither party shall vary the terms of this agreement without the consent of the other party.

ASSIGNMENT

26. The Firm shall be entitled to assign its rights, duties, obligations and/or benefits under this agreement to a third-party claims handler who will take on the meaning of the Firm in this Agreement.
27. Should an assignment take place the client does not lose any rights under this Agreement.
28. Any variation to the terms of this agreement following an assignment must be in accordance to clause 25.
29. The client is prohibited from assigning their rights, duties, obligations and/or benefits under this agreement to a third party.

THIRD PARTIES

30. The parties to this agreement do not intend for any term under this agreement to confer a benefit to a third party or to be enforceable by a third party pursuant to the Contracts (Rights of Third Parties) Act 1999 unless in accordance with clause 26.

DISPUTES

31. This agreement has been constructed in accordance with English and Welsh contract law.
32. By entering into this agreement both parties agree that any disputes that arise about the terms of this agreement shall be settled in accordance to English and Welsh law.
33. Both parties submit to the exclusive jurisdiction of the English and Welsh courts to resolve any legal disputes that arise under this agreement.

OTHER INFORMATION

34. The client is aware that they do not need to use a claims management company to make a complaint to their provider. The client can make the complaint themselves for free and if the complaint is not successful the client can then refer it to the Financial Ombudsman Service (or the Financial Services Compensation Scheme if the claim falls under its remit) themselves for free.

I acknowledge that I could pursue this claim on my own free of charge but I do not wish to do this for the following reasons:

Lack of time: Lack of knowledge: Other:

If Other please state the reason:

ACCEPTANCE

35. The client accepts to be bound by the terms of this agreement and this shall be evidenced by the below signature:

Name: _____ Signature: _____ Date: ____ / ____ / ____

Name: _____ Signature: _____ Date: ____ / ____ / ____

(Second client - if applicable)

CANCELLATION FORM

To: TTP-Financial Compensation, email address: info@ttp-financial.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following service:

Claims Management assistance

Name of client(s): _____
(Second client - if applicable)

Address of client(s): _____

Signature of client(s) (only to be provided if this form is completed on paper):

(Second client signature - if applicable)

Date: _____

[*] Delete as appropriate