

## 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 print 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 service(s)').

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 for the provision of 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'** The Client's Provider, to whom the Letter of Authority (LOA) is addressed.

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

**'Letter of Authority'** 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 (*hereafter referred to as the FOS*).

**'FCA'** means the Financial Conduct Authority.

### 1. REGULATORY STATUS

Harjit Jhooti is authorised and regulated by the Financial Conduct Authority - FRN:830901

### 2. CONTACT DETAILS

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](mailto:info@ttp-financial.co.uk)

### 3. COMMENCEMENT

This agreement commences from the date shown in the Acceptance section (24) of this agreement.

### 4. DURATION

Except where the Firm or the Client cancels/terminates this agreement, it shall persist until the settlement of the claim(s).

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.

### 5. SERVICES

The services that will be provided by the Firm will be as follows:

- 5.1 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.
- 5.2 Obtaining relevant information from the respondent(s) to investigate the merits of the Client's claim(s).
- 5.3 Obtaining relevant information from the Client to ascertain the basis of the claim and investigate its merits.
- 5.4 Advising the Client about whether their claim(s) have a prospect of success or not prior to presenting the claim to a respondent.

5.5 Submitting a claim to the respondent(s) on behalf of the Client.

5.6 Liaising with the respondent(s) post-submission of the claim where necessary until settlement of the claim.

5.7 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.

5.8 Advising the Client about any particular steps that are required to be taken at particular stages of the claim(s) process. This includes advising the Client about the possibility of escalating the complaint to a statutory ombudsman (*if applicable*) if rejected by the respondent.

5.9 Our service does not extend to representing our Clients in court and we cannot comment as to whether this course of action would be appropriate should a claim or claims through the Firm prove unsuccessful.

## 6. SERVICE FEE

The Firm operates on a No Win, No Fee basis, this means if the Client is not offered a satisfactory offer/settlement then no Service Fee is owed to the Firm. Where offers are rejected by the Client, the Firm will not require a Service Fee from the Client.

The Firm charges a Service Fee which is dependent on the level of redress that is offered and accepted by the Client;

Where redress is offered up to £24,999 a Service Fee of 25% (30% including VAT) capped at £5,000 (£6,000 including VAT) will be charged.

Where redress exceeds £25,000 and up to £49,999 a Service Fee of 20% (24% including VAT) capped at £7,500 (£9,000 including VAT) will be charged.

Where redress is offered up to £50,000 or above a Service Fee of 15% (18% including VAT), capped at £10,000 (£12,000 including VAT) will be charged.

The Service Fee is based upon the redress described in formal offer paperwork. VAT is chargeable on each Service Fee (*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.

Below are several worked examples detailing how the Service Fee is applied for any offer of redress/compensation.

Redress secured	TTP Fee	VAT	Total due to TTP
<b>£1,400</b>	<b>25% = £350</b>	<b>£70</b>	<b>£420</b>
<b>£7,000</b>	<b>25% = £1,750</b>	<b>£350</b>	<b>£2,100</b>
<b>£12,000</b>	<b>25% = £3,000</b>	<b>£600</b>	<b>£3,600</b>
<b>£25,000</b>	<b>20% = £5,000</b>	<b>£1,000</b>	<b>£6,000</b>
<b>£50,000</b>	<b>15% = £7,500</b>	<b>£1,500</b>	<b>£9,000</b>

The Service Fee is based on the gross amount of redress awarded. The examples above are not to be taken as an estimate of the amount likely to be recovered for the Client. The Firm's Service Fee will reduce the amount of cash in hand compensation the Client will actually retain.

The Firm's Service Fee becomes 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 with payment required within 14 days of receipt of the invoice.

## 7. CLIENT OBLIGATIONS

The Client makes the following undertakings by entering into this agreement:

7.1 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.

7.2 To be truthful and honest in all its dealings with the Firm.

7.3 To fully cooperate with the Firm to enable the provision of the Claims Management service.

7.4 To notify the Firm prior to entering into this agreement whether the Client has alternative means of pursuing the claim(s).

7.5 To notify the Firm prior to entering into this agreement whether the Client has any outstanding liabilities owed to a respondent.

7.6 To notify to the Firm if in Great Britain or in any other jurisdiction if any of the following has occurred or is likely to occur:

- (a) Have ever been declared bankrupt.
- (b) Are subject to a bankruptcy petition.
- (c) Are subject to, or have ever been subject to an individual voluntary arrangement.
- (d) Have proposed an individual voluntary arrangement which is yet to be approved or rejected by creditors.
- (e) Are currently subject to, or have ever been subject to a debt relief order; or
- (f) Are or have ever been subject to any other similar process or arrangement which is similar to those listed in (a) to (e) above, including but not limited to sequestration.

7.7 To communicate all relevant information to the Firm as promptly as possible.

7.8 To respond to the Firm's information requests as promptly as possible.

7.9 Forward to the Firm correspondence from the respondent(s) that relate to the claim(s) as promptly as possible.

7.10 To notify the Firm when an offer of redress/compensation is made by a respondent.

7.11 To notify the Firm when in receipt of redress/compensation paid by a respondent.

7.12 To make payment of the Firm's Service Fee when it falls due in accordance to this agreement.

## 8. FIRM OBLIGATIONS

8.1 To exercise due skill, care and diligence in the provision of Claims Management services under this agreement. Notwithstanding, the Firm does not guarantee the Client a successful claim.

8.2 To keep the Client informed about the progress of the claim.

8.3 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.

8.4 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.

8.5 To act in the best interests of the Client.

8.6 To be truthful and honest in all its dealings with the Client.

## 9. COMPLAINTS

If at any point the Client becomes unhappy with the service we provide or the Client has concerns about the final bill then the Client should inform the Firm immediately so that they can address and try to resolve the problem. We have a procedure in place to resolve complaints which is available at [tpp-financial.co.uk/complaints-procedure](http://tpp-financial.co.uk/complaints-procedure).

We have eight weeks to consider a complaint. If we are unable to resolve a Client complaint then they can have the complaint independently looked at by the 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 the Client found out about the problem. If the Client wishes to refer the complaint to the Claims Management Ombudsman this must be done within six months of our final response to a complaint.

For 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](mailto:complaint.info@financial-ombudsman.org.uk)

**Claims Management Ombudsman**

Exchange Tower

Harbour Exchange

London

E14 9SR

## 10. TERMINATION/CANCELLATION

The Client can cancel/terminate this agreement at any time. There is no Service Fee payable by the Client if the agreement is terminated prior to the securing of an offer of redress from the respondent. The Client can terminate this agreement by telephone, in person, by post, by email or by using the cancellation form appended to this agreement.

Should the Client choose to cancel/terminate by post, we recommend using the Recorded Delivery Postal Service but this is not obligatory. Should the Client cancel/terminate the agreement after an offer of redress has been made the full Service Fee will be owed by the Client and charged accordingly.

## 11. BREACH

11.1 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.

11.2 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.

11.3 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.

## 12. FINANCIAL OMBUDSMAN SERVICE

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

## 13. RISKS

There are the following risks involved in making a claim:

13.1 The possibility of not recovering any cash in hand redress but becoming liable to pay the Firm's Service Fee. For example if a Pension claim. It is possible that the Firm's Service Fee may become payable before the Client has access to their pension fund and may still be liable to pay the Firm's Service Fee from their own funds.

13.2 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 Fee from own funds.

13.3 If 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 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 Fee from own funds.

## 14. EXCLUSIONS

14.1 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.

14.2 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.

## 15. VARIATION OF TERMS

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

## 16. ASSIGNMENT

16.1 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.

16.2 Should an assignment take place the Client does not lose any rights under this agreement.

16.3 Any variation to the terms of this agreement following an assignment must be in accordance with the Variation of Terms clause 15 of this agreement.

16.4 The Client is prohibited from assigning their rights, duties, obligations and/or benefits under this agreement to a third party.

## 17. THIRD PARTIES

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 the Assignment clause 16.1 of this agreement.

## 18. DISPUTES

This agreement has been constructed in accordance with English and Welsh contract law.

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.

Both parties submit to the exclusive jurisdiction of the English and Welsh courts to resolve any legal disputes that arise under this agreement.

## 19. OTHER INFORMATION

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 FOS or the Financial Services Compensation Scheme (*if the claim falls under its remit*) themselves for free.

## 20. ACCEPTANCE

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)

## CUSTOMER DECLARATION

**This declaration must be read and signed before a claim can commence**

The Client is reminded that they are not required to use Harjit Jhooti trading as TTP - Financial Compensation to carry out any claim(s) against their financial provider(s). They are entitled to and are able to pursue a claim directly against their provider themselves for free. If the Client's claim is rejected, they are able to pursue the matter through the Financial Ombudsman Service (FOS) or the Financial Services Compensation Authority (FSCS) if their claim falls under its remit. Alternatively the Client could instruct another claims management company to act on their behalf.

I acknowledge that I could pursue a claim on my own for free by contacting my loan provider and/or if rejected by contacting the Financial Ombudsman Service (FOS) or the Financial Services Compensation Authority (FSCS) but I have chosen to instruct Harjit Jhtooi t/a TTP Compensation to act on my behalf. I understand I will have to pay Harjit Jhtooi a Service Fee if my claim is successful.

Client Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# CANCELLATION FORM

To: TTP-Financial Compensation, email address: [info@ttp-financial.co.uk](mailto: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 Service**

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