

# Terms of Business

## IMPORTANT:

Please read and retain for your records.

### 1. Definitions

**"Benefit"** means all non-monetary benefits in whatever from including but not limited to all benefits that will arise from any waiver, cancellation, reduction, saving, deduction or rescheduling of any outstanding or future loan or interest payments, credit payments, premiums, charges or other interest or administrative payments or any other saving, inducement, discount or rebate offered in relation to any other products or services offered by the Company or persons connected to the Company.

**"Claim"** means the Client's claim or claims against the Company relating to the mis-selling or mis-management of mortgage/secured loan products.

**"Client"** means the policy holder(s)/account holder(s) whose details are set out in the Letter of Authority and who have appointed Enjay Claims to provide the Services.

**"Company"** means the financial institution and/or persons to whom the letter of authority is addressed being the Insurance Company, Bank, Building Society, Credit Card Company or Financial Adviser or any other entity which sold the policy or gave the advice to the Client (including for the avoidance of doubt any employee, director, agents, representatives and associates of those entities or any other entity and/or any of their predecessors).

**"Compensation"** means any sums paid or awarded in respect of any claim made by us on your behalf. This includes "Benefits", compensation, gestures of goodwill, refunds, discounts, any reduction in the loan outstanding and/or any interest or capital recovered. Where such an offer is revised on appeal (for example following reference to the Financial Ombudsman Service or because we have sought to obtain a higher offer for you), then the higher amount shall be used in order to calculate the amount of the compensation.

**"Fee"** means the initial fee of £1000.00 plus VAT (non-refundable) and success fee of 5% (+VAT) of the compensation or £5000.00 plus VAT whichever is the greater.

**"Letter of Authority"** means the letter included in the claim pack which confirms your agreement to the Terms.

**"Services"** means the work which we will undertake on your behalf in respect of your Claim including assessing the viability of, preparing, submitting and negotiating your Claim and which is set out more specifically in clause 3.

**"Terms"** means these terms and conditions.

**"Us", "We" and "Our"** means Enjay Claims Limited. Trading as Enjay Claims Registered Company No. 8275301. Registered Office. 79 Mawney Road Romford Essex RM7 7HX

**"You" and "Your"** means the client(s).

### 2. Duration:

2.1 The contract shall commence on the date you sign and return the Letter of Authority to us and, unless terminated earlier as per clause 7 below, will continue until the earlier of:

- Compensation is recovered for you by us and you have paid the Fee, or
- We have advised you in writing that in our opinion your claim is unlikely to succeed and we are declining to act for you.

### 3. We agree to:

3.1 Review your Claim application and assess the likelihood of your Claim being successful.

3.2 If after we have reviewed your application, it is our opinion that your Claim is unlikely to be successful we may decline to act for you. We will notify you of this fact in writing.

3.3 If we accept your Claim application, we will confirm this to you in writing and prepare and submit your claim to the Company that sold your mortgage or secured loan.

3.4 We will liaise with the Company and use reasonable endeavours to pursue your Claim.

3.5 We will notify you promptly of any requests for additional information or documentation that the Company need to investigate your Claim.

3.6 Notify you in writing of any offers of compensation made by the Company.

3.7 Obtain your agreement before accepting or rejecting any offer or Compensation.

3.8 Notify you of any circumstances beyond our control which prevent us from performing the services under this contract.

### 4. You agree to:

4.1 Appoint us as your exclusive agent to handle this Claim. This means that you cannot appoint another person or firm to act on your behalf in respect of this Claim, unless you terminate this agreement with us.

4.2 Provide full authority to us to deal with the Company on your behalf.

4.3 Provide truthful and accurate information regarding your Claim.

4.4 Provide copies of all documentation that are in your possession and which relate to the Claim.

4.5 Respond promptly to requests by us for further information, or documents that may be needed to progress your Claim.

4.6 Pay our Fee due as a result of a successful Claim.

### 5. Fees

5.1 Our fee is an initial non-refundable £1000.00 plus VAT for a review including a SARs request from the broker & or the lender. If the claim is successful then our success fee is 5% (+VAT) of the compensation or £5000.00 plus VAT whichever is the greater.

5.2 We will not charge you a success fee if the Claim is unsuccessful or the amount of compensation offered is less than £15000.00.

5.3 Once compensation is confirmed, we will send you an invoice for an amount equal to 5% (+VAT) of the compensation or £5000.00 plus VAT whichever is the greater.

5.4 Our Fee must be paid within 14 business days of receipt of the invoice (this is known as the grace period).

5.5 We reserve the right to charge you for any reasonable costs incurred in seeking to recover our fee from you including interest at the rate of 2% per annum over the base lending rate of Barclays Bank if our Fee is unpaid at the end of the grace period described in 5.4 above.

### 6. How You Can Cancel This Agreement

6.1 You have 14 days from the date of signing this Agreement to cancel your authority for us to act on your behalf. Cancellation is without charge and you will have nothing to pay under this Agreement. If you cancel your agreement within the 14 day cooling off period we will refund the up-front review fee.

6.2 To exercise your right to cancel, you must inform us of your decision to cancel this contract by a clear statement, for example, a letter sent by post, fax or e-mail. Contact details are given in clause 9 below. You can fill in and submit the model cancellation form on our website, [www.enjayclaims.co.uk](http://www.enjayclaims.co.uk), but it is not obligatory. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium, e.g. by e-mail, without delay. If you cancel this contract within the cancellation period, you will have no liability to pay any fees.

6.3 If you cancel the Agreement in accordance with clause 6.2 above, we reserve the right to charge a fee of £10 per hour to cover our reasonable costs for the work undertaken in processing your claim up to the date of cancellation subject to an overall maximum of £150.

6.4 If at the time of cancellation described in 6.2 above, we have received either confirmation that the Claim is to be upheld or an offer of Compensation, which has been calculated in accordance with the rules of the Financial Conduct Authority or the principles used by the Financial Ombudsman Service and which we recommend is accepted by you, we reserve the right to charge the full fee.

### 7. How We Can Cancel or Change This Agreement

7.1 We can cancel this Agreement by giving you 14 days' notice in writing if any of the following events occur:

- We become aware that your Claim is unlikely to succeed.
- You are declared bankrupt.
- You enter into an Individual Voluntary Arrangement with your creditors or have a Bankruptcy petition presented against you.
- You do not follow any reasonable recommendations made by us.
- You provide information which you knew to be false or misleading in support of your Claim and this information is material to the success of your claim.
- You fail to respond to reasonable requests for information in a timely manner and this prevents us from providing the services.
- You breach a term of the agreement and you do not correct this breach within 14 days of receiving written notification from us detailing the breach and the action required to resolve the breach.

7.2 Subject to the notice period in clause 7.3 below, we may change the terms of this agreement from time to time to reflect the increased cost of providing the service to you, to reflect changes or predicted changes in legislation, taxation or regulation, or as a result of decisions made by the Financial Ombudsman Service.

7.3 We will always give you at least 14 days' written notice of any changes before they take place. If you are not willing to accept the proposed change, you will be free to end the agreement and you will have no amount to pay under the Agreement.

### 8. General Conditions About This Agreement

8.1 This Agreement is governed by English law.

8.2 We may transfer our rights and obligations under this Agreement by giving You 14 days' written notice of such transfer. If you not wish to accept a transfer then you can cancel the Agreement without charge.

You cannot transfer your rights and obligations under this Agreement but you can terminate the Agreement in accordance with clause 6 above.

### 9. Regulation

Enjay Claims Limited Trading as Enjay Claims is Regulated by the Claims Management Regulator in respect of regulated claims management activities. Our authorisation number is CRM31491 which can be checked on the website [www.gov.uk/moj/cmr](http://www.gov.uk/moj/cmr)

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Enjay Claims is a trading style of Enjay Claims Ltd who is regulated by the Claims Management Regulator in respect of regulated Claims Management activities: Our registration number is CRM 31491 which can be checked on the website [www.gov.uk/moj/cmr](http://www.gov.uk/moj/cmr)

Enjay Claims Ltd Registered in England 7 Wales Company number 8275301

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