

PPI Terms & Conditions

1: Interpretation

1.1: "The Client" means you, the client of the company.

1.2: "The Company" means Tekram Goldberg Limited.

1.3: "Contract" means the signed terms of engagement between the client and the company, relating to the supply of services.

1.4: "Services" means all or any of the services as specified in the contract.

1.5: "Third party" means any person, firm or company that sold the product (to be complained about) to the client.

1.6: "Product" means the financial product about which the client received advice or recommendation to purchase.

2: Duration

The contract shall commence on the date on which the client's signed contract fee agreement has been received by the company and unless terminated by the client (see section 8: Termination) shall continue until:- Compensation is recovered for the client by the company. Or:- The Company advises the client that it is unable to recover compensation. Or:- The Company exercises its right not to pursue a claim for compensation.

3: Services

The company agrees with the client:-

3.1: To provide the services using all reasonable skill and care.

3.2: To act in the best interests of the client at all times.

4: Charges/Fees & Debt Recovery

4.1: The company's charges are those referred to in the contract and are subject to the prevailing rate of 15% V.A.T. With the objective of securing payment of monies owed by way of compensation or contractual right.

4.2: All payments are processed by Tekram Goldberg Ltd through either Netbanx or, if by cheque, HSBC.

4.3: When a settlement offer is made, it will be forwarded by the company to the client for due consideration.

4.4: On completion of settlement the client will pay to/the company will take 18% plus 15% V.A.T. (applied only to this 18%) of the monetary value of compensation awarded on any given policy complaint managed by the company.

4.5: The client is to forward to the company, the commission due from the award paid by the third party within 14 working days of such payment being made.

4.6: In the event that the company has to take steps to recover any service charges overdue, the client undertakes to be liable for all reasonable costs and expenses incurred by the company.

5: Obligations of the Client

The client agrees with the company:-

5.1: To provide promptly all such information as the company may from time to time reasonably request.

5.2: To ensure that all information sent to the company is accurate, not misleading and shall not contain any relevant omissions or non-disclosures.

5.3: To immediately copy to the company any correspondence or information he or she receives from the third party so as not to delay or hinder the complaint process.

5.4: To promptly notify the company of the full names of all joint policy holders.

5.5: The client agrees to notify the company immediately of any settlement offered direct to the client by the third party in respect of a claim for compensation made by the company.

5.6: Cancellation of the agreement (contract) signed by the client must be carried out in writing, by fax, post or e-mail within 14 days of the signing of the agreement.

6: Performance

The company shall not be liable for any loss, damage or expense arising from any delay in the performance of any services by the third party involved in the complaint lodged on behalf of the client by the company, including where it is not the clients fault.

7: Termination

7.1: The company shall have the right by giving written notice to the client at any time to immediately terminate the contract if:-

7.1.1: The client is declared bankrupt.

7.1.2: The client withdraws a complaint prior to an award of compensation being paid out by the third party but after the complaint lodged by the company has been upheld by the third party. Additionally, the client will remain liable for the fees to the company as in Section 4 of these Terms & Conditions.

7.1.3: The client independently accepts an award based on a complaint which relates to the same policy or policies about which the company originally lodged the complaint on the client's behalf. Additionally, the client will remain liable for the fees to the company as in Section 4 of these Terms & Conditions.

7.2.1: The client has the right to cancel the contract at any time but if this is outside the 14 day period referred to in Section 5.6 of these Terms & Conditions then fees will be charged commensurate with work carried out.

7.2.2: If the client terminates the contract after the 14 day period referred to in Section 5.6 of these Terms & Conditions, such termination must be given in writing to the company, so that the company can notify the third party or third parties of

such termination; notwithstanding that Sections 7.1.2 & 7.1.3 of these Terms & Conditions will still apply where appropriate.

8: Confidentiality

8.1: The subject matter of the contract and any information acquired by either party pursuant to the contract is confidential and neither party shall, without prior written consent of the other party, make any use or disclosure thereof except for the purpose of the contract, save to the extent such information is or becomes publicly available; otherwise it is in breach of the foregoing obligations.

8.2: The working papers prepared as part of the engagement are & will remain the property of the company and constitute confidential information.

9: Data Protection Act

9.1: During the engagement the company shall request information about the client's personal and financial situation from the client. It may also be appropriate, where the client has given the necessary authority, to obtain some of the information about the client's personal and financial situation from third parties (e.g. from other firms which act, or have acted, as the client's professional advisers).

9.2: The information that the company obtains about the client's personal and financial situation may constitute "personal data" or "sensitive personal data" under The Data Protection Act 1998. By signing this agreement, the client expressly consents that the company:-

9.2.1: Carries out processing (whether obtaining, recording or holding) of such data as is necessary to enable the company to carry out the engagement.

9.2.2: Using the company's knowledge of the client's personal and financial situation, brings to the client's attention by appropriate means of communication, from time to time, information that the company believes may be of interest to the client; unless the client has previously informed the company that they do not wish to receive any such information

9.3: If requested by the client in writing, the company shall (for a fee not exceeding the maximum fee prescribed in The Data Protection Act 1998) provide details of the data that the company holds about the client.

9.3.1: The client undertakes to advise the company if any such details are incomplete, inaccurate or out of date.

9.4: If requested by the client in writing, the company shall provide the client with such details of the third parties to which the company has disclosed information about the client's personal and financial situation, as are required by The Data Protection Act 1998.

10: Law & Jurisdiction

The law applicable to this contract shall be English Law and the parties consent to the jurisdiction of the English Courts in all matters affecting this contract.