

You do not have to use a company to make a claim on your behalf. You can do so yourself for free. You should shop around before deciding on a firm. You can make you claim to the Financial Ombudsman Scheme or to the Financial Services Compensation Scheme as applicable. You should also check if you have any other means of pursuing the Claim including using any legal expenses insurance or another dispute resolution service or ombudsman service which may be an option.

These are our Terms and Conditions, please read through them and sign if you accept them.

Terms and Conditions

# Definitions

'Claim' means the Client's claim(s) against a Company or Companies in respect of the mis-selling, potential mis-selling, or breach of rules or principles contained in Conduct of Business Sourcebook for one or more financial services products.

'Claim Pack' means the Money Puzzle Limited documents sent to a client for consideration, completion and return to Money Puzzle Limited prior to commencement of the claim process.

'Client' means the persons or representatives who have appointed Money Puzzle Limited to provide the Services in respect of one or more Claims. Where there is more than one person or representative the obligations imposed on the ‘Client’ under this agreement shall be owed by each separately and jointly with the other(s).

'Company' means the people or firms who will be the subject of the claim or claims or to whom requests for information may be sent.

'Compensation' means redress or compensation money awarded to the Client (by way of interim award(s) (if any) and the final award) in respect of the Claim however paid or payable including by way of reduction of arrears on any account the Client holds with the Company against which a Claim has been made by Money Puzzle Limited on behalf of the Client or any payment or credit to a pension.

‘Compensation Awarding Body’ means the Financial Services Compensation Scheme (FSCS) or Financial Ombudsman Service (FOS)

'Fee' means the fee payable to Money Puzzle Limited which will be 18% of the gross Compensation inclusive of VAT paid on a successful claim, except in the case of Payment Protection Insurance (PPI) where the Fee will be 24% of the gross Compensation inclusive of VAT, (potentially up to 30% of which we pay to the person who referred your successful Claim to us)

Forms of Authority' means the forms of authority in the Claim Pack and which is to be sent to the Company by Money Puzzle Limited on the Client's behalf.

Money Puzzle Limited is a company registered in Scotland under company number SC367292 having its registered office at Pentagon Business Centre, 36 Washington Street, Glasgow, G3 8AZ

'Services' means the claims management services provided or to be provided by Money Puzzle Limited Ltd including assessing the viability of, preparing, submitting, negotiating and concluding a Claim.

# Commencing the Engagement

Terms and Conditions. By signing these Terms and Conditions, the Client agrees to be bound by these Terms and Conditions and appoints Money Puzzle Limited to provide the Services on an exclusive basis (unless otherwise agreed in writing by the Client and Money Puzzle Limited).

Forms of Authority. By signing and returning the Forms of Authority in our Claim Pack, the Client gives Money Puzzle Limited full authority to deal with the Company on his or her behalf and to obtain relevant information from whatever source on a continuingbasis until conclusion of the Claim process.

Claim Pack. By completing and returning the Claim Pack to Money Puzzle Limited the Client confirms that they have sent all documents (including electronic documents and information in their possession) to Money Puzzle Limitedthat are relevant to the Claim.

Money Puzzle Limited acceptance of the Client’s instructions will take place when Money Puzzle Limited notifies the Client that it accepts the Client’s instructions after the Client has sent all the documents that Money Puzzle Limited requires back to Money Puzzle Limited (including a signed copy of these Terms and Conditions.

# Right to cancel

In the first 14 days. The Client has the right to cancel this agreement and may do so giving Money Puzzle Limited a clear statement of the requirement to exercise this right within 14 days of the date on which we notify you that there is a contract in placebetween youand Money Puzzle Limitedin accordancewith clause 2.4 (the“Cooling Off Period”) without any charge or liability to Money Puzzle Limited. The Client may also use the Cancellation form in the ClaimPack.

After the first 14 days but before Money Puzzle Limited submits the Claim. If the Client wishes to cancel this Agreement after the Cooling Off Period, but before Money Puzzle Limited has submitted the relevant Claim, the Client may notify Money Puzzle Limited of this either by email or post or the Client may use the Cancellation form in the Claim Pack. Money Puzzle Limited shall be entitled to charge the Client for work done up to the time of receipt by Money Puzzle Limited of written notice of cancellation at Money Puzzle Limited prevailing hourly charge rate of £150 per hour plus VAT, £40 plus vat per letter/email and £20 plus vat per telephone call. Money Puzzle Limited will not charge an amount in excess of what is reasonable in the circumstances and fairly reflects the work undertaken by the firm.

# The Client’s Obligations

Act promptly. The Client will deal promptly with every reasonable request made by Money Puzzle Limited for authority todeal with the Company on the Client's

behalf and to obtain relevant information from whatever source is appropriate on a continuing basis. Keep Money Puzzle Limited informed. The Client will promptly inform Money Puzzle Limited of any relevant matters (whetherrequestedby Money Puzzle Limitedor not) that may affect a Claim or the Client's obligations under these Terms and Conditions.

# Money Puzzle Limited Obligations

Check. Money Puzzle Limited will check the documents and information the Client provides and will contact the Client if it appears that additional information or clarification is needed before proceeding with theClaim.

Decisions to pursue the Claim. Money Puzzle Limited shall have absolute discretion as to whether to proceed with the Claim at any time during the claims process (but will act reasonably in making its decision) and will promptly notify the Client if the Claim is not to be pursued by Money Puzzle Limited on behalf of the Client in which case, the Client shall be entitledto pursue the Claim elsewhere. Money Puzzle Limited can terminate the contract if believes that a Claim: does not have a good arguable base; is fraudulent; or is frivolous or vexatious.

Skill and care. Money Puzzle Limited will use reasonable skill and care in providing the Services. No assurances. Money Puzzle Limited cannot offer assurances that any Claim will be successful or result in Compensation.

Updates. Money Puzzle Limited will provide the Client with regular updates on the progress of the Client’s Claim(s) at least once every 3 months. Money Puzzle Limited encourage clients to make contact for progress updates as often as the client wishes.

Outcome. Money Puzzle Limited will notify the Client promptly of the outcome of the Claim. Client’s personal information. Money Puzzle Limited will keep the Client’s personal information confidential (save as necessary to pursuethe claim or as required by law) and use it in accordance with its PrivacyPolicy (a copy is in the claims pack) and any consents the Client has given to Money Puzzle Limited.

# Fees

Where no compensation. No Fee will be payable by the Clientif the Claim in question does not result in Compensation.

Due date and payment of Fee. The Fee will become due within 14 days from the datethat the Compensation has been paid to or credited to the Client and shall be payable by the Client as follows:

Where the Compensation is paid into a pension or investment, the Client may elect: to pay our invoice in accordance within 14 days from the date of the c r ed i t ; or to enter into a payment plan with Money Puzzle Limited under which the Client:

will have to pay a monthly amount agreed with Money Puzzle Limited after we have made an assessment of the Client's income and expenditure;and will supply the documentation necessary to verify the Client's income and expenditure.

In all other cases, within 14 days from the date of the associated invoice sent by Money Puzzle Limited.

Late payment - interest. In the event the Fee is paid late, Money Puzzle Limited reserves the right to charge interest at a rateof 8 percentabove theprevailingbase rateatthe Bankof Englandandaccruingdailyonallsumsoutstanding whether before or afterjudgment.

Late payment – costs. If the Fee is paid late, Money Puzzle Limited reserves the right to recover the reasonable costs and expenses which it incurs in recovering the amount due from the Client.

# Limits on Our Liability

Money Puzzle Limited is responsible to the Client for foreseeable loss and damage caused by Money Puzzle Limited but not for unforeseeable loss or damage. If Money Puzzle Limited fail to comply with these terms, it is responsible for loss or damage the client suffers that is a foreseeable result of Money Puzzle Limited breaking this contract or our failing to use reasonable care and skill, but it is not responsible for any loss or damage that is not foreseeable. Loss or damage is “foreseeable” if either it is obvious that it will happen or if, at the time the contract was made, both Money Puzzle Limited and the Client knew it might happen, for example, if the Client discussed it with Money Puzzle Limited during the pre-contract process.

Money Puzzle Limited does not exclude or limit in any way its liability to the Client where it would be unlawful to do so. This includes liability for death or personal injury caused by Money Puzzle Limited negligence or the negligence of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation or for breach of the Client’s legal rights in relation to the Services.

Money Puzzle Limited is not responsible for delays outside its control. If its supply of the Services (or any of them) is delayed by an event outside its control, then Money Puzzle Limited will contact the Client as soon as possible to let them know and it will take steps to minimise the effect of the delay. Money Puzzle Limited do this it will not be liable for delays caused by the event.

# Other Matters

Complaints. In the unlikely event the Client has a complaint about the Service provided to them by Money Puzzle Limited, the Client may use our complaints procedure (a copy is provided in the claims pack the Client has received).

Transferring the Claim or these Terms of Engagement. Money Puzzle Limited shall be entitled to transfer and novate its obligations and rights under these Terms of Engagement to another organisation providedthat: the organisation to which the obligations are transferred is authorised and regulated by the Financial Conduct Authority in respect of your Claim(s); and Money Puzzle Limited notifies the Client as soon as is reasonably practicable of thetransfer.

If acourtfinds part of this contract illegal, therest willcontinue inforce. Each of theparagraphs of theseterms operates separately. If any court or relevantauthority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Governing law. These Terms of Engagement will be governed by Scottish law and subject to the exclusive jurisdiction of the Scottish courts.

Where your claim is successful, we will be entitled to a fee payable by you of 18% inclusive of vat at the prevailing rate at the date of invoice.

Your claim will be deemed as successful if you are awarded an offer of compensation. The payment method for this compensation will depend on your circumstances and the type of product being complained about.

In all cases the product provider will make the full payment of compensation direct to you. You will then be required to settle our fee from the funds that you have received.

The fee illustration is not to be taken as an estimate of the amount likely to be recovered for you. The fee that you will have to pay may be more than or less than the illustration below.

Example of possible fees

|  |  |  |
| --- | --- | --- |
| Compensation Awarded | Total Fee Due From Client | Net Amount |
| £1,000 | £180 | £820 |
| £3,000 | £540 | £2,460 |
| £10,000 | £1,800 | £8,200 |

I/We confirm that I/We have received a copy of Money Puzzle Ltd Summary Sheet

Applicant 1 yes no Applicant 2

X X

(if applicable)

yes X no X

I/We confirm that I/We have received a copy of Money Puzzle Ltd Pre Contract Information

Applicant 1 yes no Applicant 2

X X

(if applicable)

yes X no X

I/WeconfirmthatI/WeknowthatwecanpursueaclaimonyourownbutinstructMoney Puzzle Ltdto do so on

my/our behalf.

Applicant 1 yes no Applicant 2

X X

(if applicable)

yes X no X

Applicant 1 signbelow Applicant 2 sign below (if applicable)

Signature Date

 D D

Signature

Date D D

Y Y Y Y

M M

M M Y Y Y Y