

About Us/ What We Do

Consumer Claims is a trading style of Harrington Jones Ltd who are a Claims Management Company (CMC) with a focus on financial mis-selling and financial irregularities.

What Happens Next

To keep the process as simple as possible we have used the information you provided to pre-populate your claim pack. However, please be aware that you may need to complete certain information regarding your financial agreements and sign all the relevant sections. Please check all documents & amend where necessary, in the event that you need to make any changes Please Sign & Date next to your amendment, including previous addresses and account numbers as this information is all part of your Lender's verification criteria.

If you have a copy of your credit agreement/s to hand then please enclose them, as doing so can speed up the claim process considerably. Return the documents in the Free Post Envelope provided.

How We Keep You Updated

The Legal Partners running your Claim will keep you updated throughout the entire claim process, by email, text and letter. However if you would like to check the progress of your claim, you can contact our dedicated Customer Service Team by any of the following methods: Email info@consumer-claims.com, Phone 0333 123 1112 (Monday-Friday 9:00-17:00), Post Consumer Claims, 7 Harbour View, The Albany, South Esplanade, St Peter Port, Guernsey, GY1 1AQ. *Calls made to the 0333 number are free of charge, other lines are charged at the standard rate, although calls from mobiles may cost considerably more.

Our Fee

We are introducing your Claims to our Legal Partners and will not be charging directly you when running these Claims. Harrington Jones Limited will receive a fee for successful Claims from our Legal Partners.

Right to Cancel

You have the right to cancel this Contract at any time. You have the right to cancel this Contract within 14 days without giving any reason and without any charge. To exercise the right to cancel you must inform us of your decision to cancel this Contract either by a clear written statement sent by post to Consumer Claims, 7 Harbour View, The Albany, South Esplanade, St Peter Port, Guernsey, GY1 1AQ or e-mail info@consumer-claims.com. Alternatively, if your claim is within the first 14 days, we will accept a verbal confirmation by phone on 0333 123 1112* (Monday-Friday 9:00-17:00). *Calls made to the 0333 number are free of charge, other lines are charged at the standard rate, although calls from mobiles may cost considerably more.

Complaints Handling Procedure

Should you have a Complaint you can contact us by post, email or phone. You can write to us at Consumer Claims, 7 Harbour View, The Albany, South Esplanade, St Peter Port, Guernsey, GY1 1AQ. Email us at info@consumer-claims.com or alternatively you can call us on 0333 123 1112* Option 4 (Monday-Friday 9:00-17:00). *Calls made to the 0333 number are free of charge, other lines are charged at the standard rate, although calls from mobiles may cost considerably more.

We will acknowledge your Complaint within five business days, and we will try to resolve your Complaint within 4 weeks. If we cannot resolve the issue within 4 weeks, we will give

you a satisfactory explanation regarding the extra time required. Within 8 weeks of receiving a Complaint we will send you a final response which will adequately address the Complaint. If you are not satisfied with our final response, then please refer to our full Complaints Handling Procedure which can be found on www.consumer-claims.com or can be supplied upon request. If you are not satisfied with our response, or if a Complaint is not resolved after eight weeks, you may refer the Complaint to the Financial Ombudsman Service (FOS) you can contact them by Post: Financial Ombudsman, Exchange Tower, Harbour Exchange, London , E14 9SR Phone: 0800 023 4567 or Online: www.financial-ombudsman.org.uk. Please note any Complaint must be referred to the Financial Ombudsman service within 6 months of the date of our written final response.

Need to Know

You have the right to shop around and consider using the Financial Ombudsman Scheme independently or Citizen Advice Bureau or directly claim yourself to the Third Party for free. You should also consider, and tell us, if you have any other means of pursuing the Claim including using any legal expenses insurance.

CONSUMER CLAIMS 'TERMS OF ENGAGEMENT'

Definitions:

"Agreement" means the Letter of Authority signed by the Customer, together with these Terms of Engagement and supported by forms and documents issued by Consumer Claims.

"Claim/s" means the Customer's claim or claims against the Company relating to the application of unlawful charges to the account/s of the Customer and/or to mis-sold financial products.

"Customer" means the policyholder/account holder/s whose details are set out in the "Letter of Authority" and who have appointed Consumer Claims to provide their Services.

"Company" or "Lender" means the Financial Institution and/or persons to whom the "Letter of Authority" is addressed.

"Letter of Authority" means the document included in the claim pack to be sent to the Company from the Customer authorising Consumer Claims to pursue the Claim on behalf of the Customer.

"Compensation" means any sums paid or awarded as calculated at the time of the award that would not have been paid if the Claim had not been made.

"Fees" or "Service Charge" means the fee payable for Services carried out by Consumer Claims. Please refer to our Keyfacts Document.

"Services" means the services provided by Consumer Claims including assessing the viability of, preparing, submitting and negotiating the Claim.

Conduct of Engagement: By signing and returning the Letter of Authority, the Customer agrees to the continuation of their existing contract laid out in this Letter of Engagement and continues to appoint Consumer Claims to provide Services for such a period as to allow Consumer Claims to assess and, if reasonably possible, complete the claim.

The Customer:

1. Gives Consumer Claims full Authority to deal with the Company on their behalf and to obtain relevant information from whatever source needed for the duration of the contract.
2. Will inform Consumer Claims of any relevant matters affecting the Claim within 30 days, including any direct communications received from the Company.
3. Give Consumer Claims the right to deal exclusively with the Claim/s, unless otherwise agreed in writing by Consumer Claims.
4. Will deal promptly with every reasonable request by Consumer Claims and or the Company for authority, information, documents and further instructions that Consumer Claims and or the Company may, from time to time, require. Failure to do so within 30 days of a request will give Consumer Claims the right to terminate this Agreement.
5. Provide Consumer Claims with information that is true, comprehensive and accurate to the best of your knowledge.
6. Will provide all documents, including electronic form, in your possession that are relevant to the claim and which give evidence of a fact in the claim.
7. Agrees for Consumer Claims to identify potential claims through a soft Credit Report (and that a record of the request will be retained on your credit file) and pursue these claims against the Company under the provision of this agreement unless the client specifically states otherwise. Before Consumer Claims act on these other potential Claims they will contact the Client to obtain consent to process these other potential Claims under the terms of this Agreement.
8. Is responsible for paying any income tax owed on their settlement.
9. Confirms that they are not currently in arrears or using a Debt Management Company to pay off debts or have been previously made Bankrupt or in an Individual Voluntary Arrangement (IVA).

Consumer Claims will:

12. Where appropriate complete an audit using a Data Subject Access Request (DSAR) for all the Customer's accounts and pursue a settlement against the Company, where Consumer Claims' considers there to be a claim. The Customer will not be charged for the cost of the audit.
13. Where Consumer Claims' deems a claim has no realistic chance of success, we reserve the right not to proceed with the Claim. However, Consumer Claims will act objectively based on the evidence received when taking any such decision.
14. Carry out necessary checks on the information and documents provided by the Customer pertinent to a claim.
15. Preserve confidentiality, including the Customer's personal information (even when this Agreement has been terminated and the Customer is non-disclosure is made at the Customer's request or with the Customer's consent in relation to pursuing the Claim, or where otherwise required by law.
16. Cover costs relating to obtaining information from the Company.

Disclaimer:

18. This Agreement will endure until cancelled by way of a cancellation notice or by a clear statement (by either party) or the claim/s reach a conclusion.

19. The Customer must note that they have 14 days (which starts from the date they signed the "Letter of Authority") to cancel the Authority instructing Consumer Claims to act on their behalf at no cost to the Customer. The cancellation date is the date on which we first receive notice of the cancellation. After 14 days the Customer can cancel the contract, at which point the Company will charge the Customer reasonable fees to reflect the work undertaken on the Claim/s. Refer to our Keyfacts for details on these charges.

20. Consumer Claims may transfer their rights and obligations under this Agreement to another organisation. The Customer will always be notified in writing if this occurs and it will not affect their rights or our obligations under this Agreement.

21. The Customer may request Consumer Claims to begin work within the 14-day cancellation period.

22. Consumer Claims makes no representation or warranty to the Customer that compensation will be obtained or is in any way guaranteed.

23. Consumer Claims can cancel this Agreement at any time and no fee will be payable by the Customer if Consumer Claims considers there are no grounds for a complaint or that the Customer's Claim is unlikely to succeed.

24. Consumer Claims have the right to terminate this Agreement by giving written notice to the Customer and, at any time, to immediately terminate this Agreement if there occurs any material breach by the Customer of any term of this Agreement which is irremediable, or if remediable, is not remedied to Consumer Claims' satisfaction within 30 days of a written notice by Consumer Claims specifying the breach and requiring it to be remedied, or the Customer is adjudicated bankrupt, or the Customer does not follow any recommendations of Consumer Claims.

25. If you were introduced to us by one of our Partners, we will have paid a third-party fee for providing services to you. This is not payable by you. Further details of any fees paid by Consumer Claims in respect of your Claim is available upon request.

26. Full details of Consumer Claims' internal complaints handling procedures are available on our website and can be sent to you upon request.

27. Consumer Claims will not use the Letter of Authority post cancellation or on conclusion of the contract.

28. The Customer is aware that they could complain directly to the Company and the Financial Ombudsman Service at no cost, yet still wishes to pursue their complaint via Consumer Claims.

Law & Jurisdiction: This Agreement will be subject to the laws of England and Wales.

Consumer Claims is a trading style of Harrington Jones Ltd

Harrington Jones (Guernsey) Limited is Authorised and regulated by the Financial Conduct Authority in respect of regulated Claims Management Activity FRN: 834856 Registered with the Information Commissioners Office, registration number: 012369 Registration Address: Suite 7 Harbour View, The Albany, South Esplanade, St Peter Port, GUERNSEY, GY1 1AQ.