

TERMS & CONDITIONS

What this agreement covers – This agreement covers the a) use of Mortgage.Claims website and b) legal enquiries that are forwarded to Mortgage.Claims. www.mortgage.claims is the website that handles any claims management activities.

For the purposes of these terms & conditions “we” relates to Mortgage.Claims (a trading style of ME Legal and Financial Limited. “You” relates to you, the customer and engager of the website.

Data Protection Information Notice

Mortgage Claims respects your privacy and is committed to protecting your personal data. This information notice is intended to provide you with information on how we will use and process your personal data if you sign up for this claim service. For further detail about how we process your data, please see our Privacy Policy located on our website <http://www.mortgage.claims/> or contact us by email, telephone or in writing by the details provided.

Personal information:

- a. We and our group companies may use your information to:
 - manage your account, carry out customer-care activities and train our staff, including monitoring calls, emails or text messages that you send us;
 - monitor the quality and security of the site and test and maintain our IT systems;
 - analyse your use of the services for marketing purposes, including, but not limited to, the pages of our site you look at and the services you purchase as well as your browsing history and use of our websites. Please see our Cookies Policy for further details.
- b. If you do not want to receive marketing messages from us, please contact us through our website or by email at info@mortgage.claims.

For more details on how we use your information, please read the privacy policy on our website.

General:

- a. We may transfer this agreement to anyone at any time. However, you can't transfer this agreement to anyone unless we've agreed in writing beforehand. We will not unreasonably refuse this request
- b. If you or we fail to enforce our rights under this agreement, it will not prevent you or us from taking further action.
- c. When you email us with a legal enquiry you are accepting that we shall pass that information on to as many of our panel solicitors as we so choose. If you purchase legal documents, contact any of our commercial partners offering special services or discounts you will be subject to their terms and conditions not those of Mortgage.Claims.
- d. We'll send you notices by post, voicemail, text or other form of electronic message and will assume that you have received them 48 hours after we have sent them. We'll send all written notices served by email to the address you have given. You must tell us about any changes to your email address. If you want to write or email us, please use the registered office address. You can then assume we have received these notices 48 hours after you have sent them.
- e. If you have a complaint, please see our complaints procedure which details how to raise a complaint, including further details relating to the procedure.
- f. The information is provided by Mortgage.Claims and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.
- g. The information contained in this website is for general information purposes only. In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

- h. Through this website you are able to link to other websites which are not under the control of Mortgage.Claims. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them. Mortgage.Claims takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control. laundering, fraud prevention and investigation, identity verification, tracing, debt recovery and asset reunification purposes.”
- i. This agreement is under English law, unless:
- you live in Scotland, in which case, it will be governed by Scottish law; or
 - you live in Northern Ireland, in which case it will be governed by the law of Northern Ireland.
- j. in order to maintain up to date records we may need to perform an electronic identity check. There is nothing that you will need to do, this check is to ensure our data is in order and in turn will help to provide you with an improved service. Credit Reference Agencies who perform this electronic identity check must keep a record when anyone looks at your credit report. This is so that you know who has looked at your report, when and why. The check will only be visible to you and the Credit Reference Agency only. Any information you provide may be also be shared with third parties for anti-money laundering, fraud prevention and investigation, identity verification, tracing, debt recovery and asset reunification purposes.”

Liability and Exclusions:

- a. We will not be legally responsible to you for:
- any act of a third party; any loss or damage that is not directly caused by us or which we could not reasonably expect at the time we entered into this agreement with you.
 - We will not be legally responsible to you if we cannot provide the services because of something outside of our reasonable control.

Service Levels:

- a. Upon receipt of an enquiry the Firm will:
- Provide a free (maximum 30 minute) telephone consultation with an appropriately trained and qualified member of staff to explore the initial instructions and advise the Client accordingly;
 - Accept responsibility for conduct of the matter;
 - Advise the client clearly and honestly;
 - Engage the customer and provide them with the highest standards of customer service;
 - Ensure suitably qualified staff are available to make initial contact with the client and advise them accordingly;
 - Contact the client at their preferred time and if unable to do so contact the client to alert them to this and to arrange another date and time within 48 hours of receipt of the enquiry unless the client requests a later date;
 - No client will have their initial appointment/telephone consultation delayed more than once;
 - Ensure that the client is advised as to whether their instructions will be accepted or not. The Firm shall within 24 hours of speaking with the client email the Provider to confirm whether the instructions are accepted or rejected. In the event that the instructions are rejected then the reasons as to why must be confirmed in writing;
 - Adhere to the Solicitors Code of Conduct and all relevant law and guidelines applicable to best practice and Solicitors;
 - Act in the best interests of the client.
 - Respond to telephone calls and any other enquiries from the client within 2 working days of the enquiry;
 - Advise the Provider as to whether an enquiry is accepted within 24 hours of speaking with the client. In the event that the instructions are rejected then the reasons as to why must be confirmed.
 - Advise the Provider of any complaints the Firm receive in respect of either parties conduct within 2 working days.
 - Keep up to date the various accreditations required to be a panel member of the Provider for the duration of this term and alert the Provider within 2 working days of any change to this.

No Win No Fee:

The phrase No Win No Fee is required to be used in accordance with Client Specific Rule 7 of the CAPR and in accordance with the CAP Help Note on No Win No Fee.

- Mortgage.Claims apply condition 1 namely:

"1. The client is always absolved from the need to pay disbursements and any indemnity insurance is paid for on the client's behalf. The client genuinely has nothing to pay"

Commonly, No Win No Fee claims provide you with an opportunity to claim for compensation regardless of your financial position. They are most commonly referred to when discussing personal injury claims.

All of the Mortgage.Claims panel solicitors can handle your claim on a no win no fee basis. If you are unsuccessful with your claim, then you don't have to pay a penny. Since April 2013 anyone who claims for personal injury will be subject to the amendments made to the law including qualified one-way cost shifting. Our panel solicitors will explain all of this to you and explain why it reduces the risk of you being liable for any fees in the event that you lose your claim.

Members of Mortgage.Claims have legal expense protection from their panel solicitors. Members do not need to worry about legal fees, disbursement, any charges or deductions.

Non- members of Mortgage.Claims - you who ask us to introduce our panel solicitors will be asked whether they have the benefit of a legal expense insurance policy (typically on car insurance, home insurance etc). If the answer is yes, our solicitors will assess whether this policy will indemnify and protect you in the event of you pursuing a personal injury claim and that claim either being unsuccessful and/or you potentially being exposed to any adverse costs or disbursements/expenses incurred.

In the event that you do not have the benefit of a legal expense insurance policy as per the above, the panel solicitors of Mortgage.Claims will put in place an 'After the Event' insurance policy which will protect you from any adverse costs or disbursements/expenses incurred in the event of you losing your claim.

This is of course subject to your adherence to the policy terms and conditions.

The cost of the after the event insurance policy will be discussed with you by our panel solicitor and if you agree to proceeding with your claim will result in the cost of the policy only being deducted from your compensation if you are successful.

There is no charge applied for the policy if you are unsuccessful and you have adhered to the terms and conditions of the policy.

This is how the claim is No Win No Fee and why you will not incur any adverse costs or disbursements/expenses in the event of a failed claim.