

Terms & Conditions

Claimline UK Ltd



Terms And Conditions

(1) Definitions:

"Institution" or Company" – the company who sold you the policy
"client(s)" – the named policy holder(s)
"claim(s)" – the clients claim(s) against the "company"
"compensation" – any compensatory deposit or final settlement in respect of this matter
"representative" – means Claimline UK Limited
"fee" – the amount which Claimline UK Limited is paid for representing the client in this matter
"services" – the services provided on behalf of the client

(2) Conduct:

2.1 Having read our terms and conditions and returning the Letter of Authority the client agrees to let us act of their behalf and be bound by such terms and conditions.
2.2 By signing and returning the Letter of Authority the client agrees to indemnify the representative against any actions, claims, losses, damages or proceedings (whether personal or business) that may come about from this claim.
2.3 By signing and returning the Letter of Authority the client agrees to answer all questions openly and honestly and to declare any incidence of fraudulent activity or past criminal activity which may have an effect on this claim. Failure to do so will render this agreement invalid and the client will still be liable for the minimum costs involved.
2.4 By signing and returning this agreement the client instructs the representative to deal directly with the company and to retain any compensation paid out in full and deduct the fee before forwarding on the remainder of the compensation.
2.5 The client agrees the representative has the exclusive right to deal with the claim, and the representative has the right to issue a minimum administrative fee of £250 + VAT to the client should it be made aware another party is involved in the claim.
2.6 Where the issuing company requests a fee to produce duplicate policy documents or administer this claim, the client agrees to pay the company directly. Claimline UK will pass this on at cost and will not charge a fee for administering this work.

(3) Cancellation and Complaints:

3.1 The client shall have a 15 day period, from the date of signing the declaration, in which they can cancel this agreement.
3.2 All cancellations must be made in writing to: Claimline UK Limited. County House, 221 – 241 Beckenham Road, Beckenham, Kent. BR3 4UF.
3.3 Should the client terminate the contract for any reason outside a 15 day cool-off period, from the date of signing the declaration, the client shall pay the representative the minimum administrative set-up fee of £250 + VAT.
3.4 If, at anytime you are unhappy with our conduct or decisions you must put your concerns in writing to: Claimline UK Limited. Compliance Officer, County House, 221-241 Beckenham Road, Beckenham. BR3 4UF.

(4) Representation:

4.1 We the representative will make all reasonable endeavours to ensure the client receives the maximum compensation from the company.
4.2 The representative will not accept liability for any rejected or unsuccessful claims, or compensation paid to the client.
4.3 The representative reserves the right to use its judgement and decide at any time whether to accept any offer made.
4.4 The representative reserves the right to decide at any time whether the claim shall proceed, or to cancel any further proceedings should they be in progress.
4.5 We shall communicate any decisions and progress to the client at the earliest opportunity.
4.6 Upon conclusion of a successful claim the representative shall deduct their fee at 20% + VAT from the total compensation paid. We will make payment to the client as soon as is practical once the entire claim has been settled.

(5) Disclaimer:

5.1 The representative shall not be liable to you, the company or any other party with respect to this claim or action taken is respect of this claim.
5.2 The representative shall not be liable for any client loss or costs whether personal or business in connection with this claim.
5.3 You will be liable to the representative and agree to indemnify the representative against all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings directly or indirectly incurs or which are brought against the representative if you have acted fraudulently, been negligent or breached your agreement. The representative will not be held responsible for any action taken by your financial institution as a result of any claim made on your behalf.
5.4 The client is fully aware they have the opportunity to pursue this claim with the company and contact the Financial Ombudsman direct without charge, but has elected to use Claimline UK as their sole representative.
5.5 The client agrees that any debt or liability incurred by you in respect of this claim will be your sole responsibility.

(6) Data Protection

6.1 The client will offer all data as required, and to the best of their knowledge this data shall be truthful.
6.2 The representative shall store and use this data for the purposes of this claim and where instructed to do so pass the data on to the company, or any of its representatives.
6.3 The client can at anytime contact the representative and request details of how and where the data is stored.
6.4 The representative may offer this data to a Court of Law or Law Enforcement Officer should they be requested to do so.

(7) Governing Law

7.1 This agreement is subject to the laws and jurisdiction of England and Wales.

DATA PROTECTION

By placing information on our site www.claimlineuk.co.uk, users give their whole consent to Claimline UK Limited and its subsidiaries to store their information and then pass it onto our partners and other relevant companies who we feel can meet their needs. This includes the right for us and our partners to re-contact the user given the information provided to offer their products and services.

We will store all data supplied and only use it for the purposes for which it was submitted. A user can contact us at anytime and we will happily state where the information is stored and how, if required, it can be removed.

These terms and conditions shall be governed by English Law. Should any of the terms be determined to be illegal or otherwise unenforceable, the remaining terms shall survive in place without constriction.

COPYRIGHT NOTICE

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