**Customer Care Letter – Terms of Business**

We value your instructions and this document explains the basis on which we will carry out all the work necessary in this matter and our dealings with you. Unless we hear from you to the contrary, we will assume that you are happy for us to act on your behalf.

We are a Claims Management Company and are authorised and regulated by the Financial Conduct Authority (FCA). Our FCA Firm registration number is 836473.

We are required by the FCA to provide you with certain information about who will be dealing with the matter, and costs, and we hope the information will be useful. We also set out below certain standard terms of business, which will apply to the provision of services by Scottish Accident so that you can see the whole basis of our contract with you by reading our letter and this document. Again, we hope this will be useful and enable you to query anything that is not understood or acceptable within the 7 working days referred to in our letter.

**The Work we Will Be Doing on Your Behalf**

We will be pursuing a claim for personal injury and/or financial loss arising from the accident you were involved in and which forms the subject matter of this instruction. This may include, but is not restricted to, investigating liability for the accident; collating and presenting losses to the fault insurer or driver; obtaining medical evidence; valuing your compensation claim and negotiating settlement, either with or without court action.

We will be acting for, and advising, you and only you, and your insurers. If any other person wishes to rely upon our advice, or act on the basis of something we have said, they will require to obtain our prior written consent to them doing that.

## **Our Staff Dealing With The Matter**

We operate a team environment and so other members of the firm will review your matter at key stages. The people who will work on your case may not be qualified Claims Handlers but they will all work under the close supervision of qualified members of staff. This will help us to ensure we are maintaining a quality service to you.

We try to avoid changing the people who are handling your work, but if this cannot be avoided, we will notify you promptly of any changes. If a case is to be taken into court it will be passed to Livingstone Brown solicitors. You will be informed of any such change.

## **Others Involved in your Case**

It may be helpful for us to get assistance from others outside this company in relation to the case. In particular:-

* It may be necessary to involve experts who can advise on and help deal with certain aspects of the case or;
* Part of our approach is to use some external IT systems and solicitors who are established and trusted providers of such assistance to monitor and chase for progress on your behalf or to investigate and assess evidence or offers of settlement for us as your case progresses; or
* It may be appropriate to instruct Counsel to advise or to appear in Court as an advocate.

By instructing us to act for you, you are giving us your authority to pass information about you to such individuals or companies.

**Our Charges**

Our charges are based on the time that we take to deal with your case. Time is charged in 6-minute units. Routine letters and telephone calls will be charged as a 6-minute unit. Other letters and telephone calls will be charged on a time-spent basis.

We currently charge (Hourly Charging Rate):

 Non Qualified Fee Earner: £70

|  |  |  |
| --- | --- | --- |
| Fee Earner |  | £110 |
| Paralegal/Claims Manager |  | £130 |
|  |  |  |

From time to time we review our charges, and we will give you 28 days' notice of any change.

We also charge for outlays, which are expenses that we pay to others as part of your claim. These would normally be limited, for example, to the cost of any expert evidence to support your claim, frequently medical report costs.

Our Costs are paid to us separately from your damages. They are not taken out of your compensation.

Any Value Added Tax (VAT) chargeable upon amounts invoiced by us is payable in addition to our fees and charges. We will deliver an appropriate VAT invoice to you. If you have arrangements with a third party (such as an insurer) to pay our fees, the third party will not normally be entitled to recover any VAT element. However, if we are dealing with a civil action relating to your business, services supplied to you as a policyholder can be deemed to be for the purposes of the business, so if you are registered for VAT we will send you a separate VAT invoice so that you can look to recover the VAT incurred.

Our invoices must be paid within 30 days or, without affecting our other rights in relation to late payment, interest will be charged at an annual rate of 8% from the date of the invoice until the relevant invoice is paid.

**Opponent's Costs, Court Costs and Other Factors**

If you have a personal injury claim, it is likely that, as part of the evidence we will need in support, an independent medical examination will be required. We routinely use Mr S Sinha (MS), orthopaedic consultant for medical examinations and other orthopaedic consultants from time to time. We may also, if medically appropriate and with your consent, pass your details to an approved rehabilitation provider for physiotherapy treatment. Instead of Scottish Accident charging you any time-based fee for administrating such a service, we have agreed a standard form of report that we will provide to them in return for which we may receive a commission from them. Please note that, unless you object within 7 days of the date of this letter, you are consenting to us providing the relevant details about you and your claim to any of these medical and rehabilitation providers. However, we do want to stress that you are not obliged to complete the medical examination facilitated by them although advance notice of this must be given. Put another way, we find it convenient and efficient to use them and the established procedure we have developed with them. We therefore recommend, but do not in any way insist, that we use them on your behalf.

**Information From You**

We may ask you for information to help us with your case. You must give us information we ask for as soon as possible, and tell us if you think it is not complete or accurate. We will not be responsible for anything that happens because you have not done something we asked you to do promptly or within an agreed period. This may also mean you have to pay extra charges or expenses. If you do not give us accurate information in a timely way this can affect your claim, and your right to recover from your insurers indemnity for our costs or your opponents costs.

# **Place and Hours of Business**

Our usual hours of opening are between 09:00 and 17:00. Appointments can be arranged outside these hours, when essential to the interests of the Client.

## **Access and Communication**

We will be contactable on normal working days between at least 09:00 and 17:00.

Telephone calls will be responded to on the same day the call is received whenever possible. All correspondence will be responded to appropriately within 5 working days of receipt. We will comply with time criteria detailed in the Client Service Level Agreements. Telephone calls and emails are monitored and recorded in order to improve our service and to detect and prevent fraud.

# **Scope of our Services**

The scope of our services are set out in this letter. When you instruct us on a new matter we will send you a Letter of Engagement acknowledging your instructions and setting out the services which we will provide. Any Letter of Engagement should be read in conjunction with these Terms of Business.

## **Authority to Give Instructions**

You will be asked, at the outset of a matter, who is properly authorised to give us instructions and we will act on that verbal authority.

## **Client Money**

Unless we agree otherwise with you, any money that Scottish Accident holds for you will be deposited in a client bank account in a clearing bank in accordance with the requirements of the Financial Conduct Authority rules.

We will not be responsible for any loss due to any mistake or failure by the clearing bank, or by reason of the insolvency of the relevant bank and/or the loss of its necessary license, authorisation or permission required to carry on banking or deposit taking activities under applicable law.

Where a third party seeks to deposit money into our client bank account in connection with our work for you, we may need to satisfy anti-money laundering requirements in respect of the third party before the money can be accepted by us (see below). We shall have no liability for any loss that may be caused as a result of a failure to supply information or documentation that we need to satisfy those requirements.

We may apply any money that Scottish Accident holds for you towards the discharge of our outstanding accounts, provided the money is not held for a specific purpose.

We will make payment of client’s settlement sums by cheque or BACS. If you request a BACS payment you will be asked to provide your account details (i.e. name on account, sort code and account number). We will make payment to the account you have provided us with, no liability will be accepted by Scottish Accident if you provide us with incorrect details.

## **Money Laundering, Proceeds of Crime and Combating the Financing of Terrorism**

Money laundering and associated regulations place certain obligations upon Claims Management Companies. As part of these obligations we are required to verify the identity of a client and the source and destination of any funds before any instructions can be carried out. We are also required to disclose to the appropriate authorities any suspicion of money laundering by a client.

We cannot accept liability for any loss of any nature including any loss of profit, arising as a result of our compliance with statutory obligations and our costs may include a charge for complying with those obligations.

## **Electronic Communication**

All our staff have email addresses. Unless otherwise directed by you, we may correspond by means of electronic mail. We each agree to accept the risks of using electronic mail, including but not limited to the risks of viruses, interception and unauthorised access.

We each agree to use commercially reasonable procedures to check for commonly known viruses in information sent and received electronically, but we recognise that such procedures cannot be a guarantee that transmissions will be virus free.

## **Confidentiality and Disclosure**

We will keep confidential information received from you while acting in connection with any matter unless:

 we have your authority to disclose it or;  we are required to disclose it by law or;  the information is in or comes into the public domain without any breach of confidentiality on the part of Scottish Accident or we are required to disclose it by court order, in which case, to the extent that we are permitted to do so, we will endeavour to give you as much advance notice as possible of any such required disclosures.

We owe the same duty of confidentiality to all of our clients. Therefore we will not disclose to you any information given to us in confidence in relation to any other matter, even if it is material to yours, without that client's prior consent.

# **Complaints and Suggestions**

We aim to provide high quality advice and excellent client care. We welcome any suggestions that you might wish to make to help us improve our service. We recognise that on occasion, things can go wrong. To raise a concern or make a complaint about our services, in the first instance, raise it with the person handling your case who will refer matters to his/her supervisor. If, you do not consider this appropriate, or they are not able to resolve the problem to your satisfaction, please contact Kenneth Urquhart, Operations Director, who can be contacted at kenny@scottishaccident.co.uk, Wilson Business Centre, 54 Cook Street, Glasgow, G5 8JN. If we cannot reach a solution together, then you can complain to Financial Conduct Authority, 12 Endeavour Square, London, E20 1JN.

## **Conflicts of Interest**

We have procedures designed to prevent our acting for one client in a matter where there is or could be a conflict with the interests of another client for whom we are acting. If you are aware, or become aware of a possible conflict of this type please raise it immediately with us. If a conflict of this nature arises, then it will be our professional duty, taking account of legal constraints, professional rules and your and the other clients interests and wishes, to decide whether we should continue to act for both parties, for one only or for neither.

## **Intellectual Property Rights**

You will have the full right and licence to use copies of materials we create for you for the particular purpose for which they were prepared. However, all copyright and other intellectual property rights in all documents, reports, written or electronic advice or other materials provided by us to you remains with us. If you wish to use copies of these materials for purposes other than those for which they were prepared, this will require our permission.

## **Papers, Documents and Electronic Communication**

You agree that we may store documents and papers electronically.

It is important that you keep all documents that relate in any way to the matter in respect of which you have instructed us. This also includes electronic data such as emails and archive data.

After completing any matter on your behalf we are entitled to retain all your papers and documents while there is money owing to us for our charges and expenses. Subject to this we will retain our files of papers (except for any of your papers which you ask to be returned to you, and any original papers which we will return to you) for a minimum of 5 years from the completion of the matter, after which they may be destroyed. It is unusual for us to be asked to keep original papers for clients. In the event that we are, we will not destroy such documents but we will make a charge to cover our costs of keeping them.

We will not charge for retrieving papers or documents from storage in relation to continuing or new instructions for us to act on your behalf, however, in other circumstances we may make a charge based on time spent producing stored papers or documents to you or to another at your request. We may also charge for reviewing papers in order to comply with your instructions on storage.

**Instructions to other professionals and lawyers overseas/in other jurisdictions**

 Should we need to instruct other lawyers or professionals (including but not limited to expert witnesses, accountants, Counsel and so on) we do so, unless otherwise agreed, on your behalf and as your agent. They will be responsible to you for the quality and accuracy of the advice they provide and you will be directly responsible for payment of their fees and expenses. Before making any such appointment on your behalf, we will consult with you and seek your agreement to the appointment.

## **Data Protection**

If you are a corporate entity you have no rights under the General Data Protection Regulations 2018.

If you are an individual we confirm that we are the data controller of personal information (personal data) relating to individuals who may be a named client or someone through whom we conduct our relationship with you. We will process such data in accordance with the provisions of the relevant data protection legislation. We may use such personal data for providing legal services and for related purposes such as marketing, administration and training, and we may disclose it to our service providers and agents for these purposes. We may retain it for marketing purposes, to contact you about our services, but you can chose not to receive such material at any time. In order to safeguard the information held about you and your claim, we confirm that all data held by us or those we instruct on your behalf is stored at all times in the United Kingdom. No data, either electronic or physical, is stored outside the UK.

We also process personal data for purposes required by law (eg evidence of identity checks in respect of money laundering) and for commercial purposes (eg credit worthiness checks).

We are a data processor acting on your behalf in respect of any other personal data supplied to us by you or on your behalf in the course of our relationship with you. In relation to such personal data we will:

* act only in accordance with your instructions in relation to the processing of that data;
* take appropriate organisational and technical measures against unauthorised or unlawful processing of data and against accidental loss or destruction of, or damage to, that data and;
* provide appropriate training to personnel to process that data on our behalf.

Where we are acting for you, as an individual, you have a right under the data protection legislation to obtain information from us, including a description of the data we hold about you. If you have any queries concerning this right, please contact our Operations Director.

## **Termination**

You can ask us to stop work on any of your matters at any time by writing to us. We can also cease work on any of your matters by written notice, but we will only do this where there are good reasons for our ceasing to work on the matter. Such reasons include, but are not limited to circumstances where we may consider that:

 there is a credit risk to us; or  there is a reputational risk to us; or  a conflict of interest arises; or  we are required by law to cease working for you.

* You provide unreasonable instructions that conflict with our professional duties
* The agent/client relationship of trust and good faith is broken

Charges and expenses properlv incurred by us in relation to your matter up to the date of termination will be payable by you.

If we have not met with you The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply to this work. This means you have the right to cancel your instructions to us within 14 calendar days of receiving this letter. You can cancel your instructions by completing the enclosed form or contacting us by telephone, post or by fax to this office. Once we have started work on your file, you may be charged if you then cancel your instructions.

## **Severance**

If any provision of our agreement with you is invalid or unenforceable for any reason, that shall not affect the remainder of our agreement with you.

## **Application and Prevailing Terms**

These terms and conditions of business supersede any earlier terms of business we may have agreed with you.

If there is a conflict between these terms and conditions of business and any specific terms agreed with you in relation to another, separate matter (for example, any terms set out in a separate Letter of Engagement) then the specific terms will prevail.

It may be necessary to amend these terms and conditions of business from time to time. We will notify you of any such proposed changes and, unless we hear from you to the contrary within 14 days following such notification, the amendments and/or new terms will come into effect from the end of that period.

## **Circumstances Beyond Our/Your Control**

It is understood and agreed that neither of us will be liable to the other for any delay or failure to fulfil obligations caused by circumstances outside our reasonable control.

# **Riqht to cancel — Important Information**

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day you receive this letter.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the model cancellation form below, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

If you have any queries regarding this then please call us on 0141 258 2030.

## To Scottish Accident, Wilson Business Centre, 54 Cook Street, Glasgow, G5 8JN

I hereby give notice that I cancel my contract for the supply of the Claims Management Services.

Signed: ……………………………………………………..

Date: …………………………………………………………