

Welcome to Cheval Legal

Your Client Care Pack

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Authorised and regulated by the



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Let us manage your claim so
you can concentrate on the
more important things in life.

Who are Cheval Legal?

Cheval Legal is a specialist litigation law firm. Its membership is comprised of senior specialists from the financial litigation and mis-selling fields. In particular, the directors include a widely recognised financial litigation barrister.

The team has extensive, industry leading experience in processing and litigating financial claims relating to Unfair Relationships between consumers and lenders, notably Plevin and associated case types.

We will pursue the litigated claims process on your behalf, endeavouring to ensure that you are not only compensated for your Plevin PPI Claim, but are kept informed throughout the process and given clear, jargon-free advice on your options.

We have a no-win, no-fee policy, so you can be confident that we will endeavour to do all we can to achieve a successful outcome for your claim.

It's not the end of PPI

The deadline for a PPI mis-selling claim has passed, but you could still make a PPI Plevin claim. And it's still no-win, no fee!

What's PPI Plevin and how can I claim after the deadline?

Plevin refers to a 2014 supreme court ruling where it was decided that millions of people were owed money back because they didn't know about extortionate commission rates that they were paying on their PPI policies.

These claims are brought by lawyers against lenders, and they are **NOT** affected by the August 2019 deadline on PPI mis-selling claims. This is what Cheval Legal specialises in. Don't miss out!

About our team

Our team consists of solicitors and legal executives and includes senior specialists from the financial litigation and mis-selling fields. We have extensive, industry leading experience in processing and litigating financial claims relating to unfair relationships between consumers and lenders.



Experienced & Dedicated staff

Our people are the backbone of our business and have the experience, skills, and knowledge to secure successful outcomes for our clients.



High tech support

We use a state-of-the-art computerised case management system to streamline the process and management of claims.



Proactive attitude

Our staff are encouraged to adapt a proactive attitude across their work to achieve a successful outcome. Caseloads are balanced throughout the team to increase efficiency and commitment to each client.



End to end solution

We handle our customer claims from start to finish including dealing with your lender. We'll keep you updated throughout the process.

Frequently Asked Questions

What work will Cheval Legal carry out on my behalf?

If a potential Plevin PPI Claim is identified, Cheval Legal will review the details and documentation relating to your claim to undertake a further assessment of the merits of your claim.

We will then prepare and submit a Letter of Claim to your lender, who will have a fixed time to respond.

It is not uncommon for your lender to initially defend your claim. If this happens, we may submit your claim to Court. We'll keep you updated throughout this process.

We will manage all negotiations with your lender on your behalf throughout your claim, in an attempt to obtain compensation. We will let you know if your lender makes an offer of compensation and provide advice on whether any offer is fair.

Your claim may be settled without you having to appear in Court. But, if your case does go to Court, we will support you through the process and will arrange for you to be represented at any hearing.

What fee will Cheval Legal charge me for my Plevin PPI Claim?

We work on a no-win, no-fee basis, so you can be confident that we will endeavour to do all we can to achieve a successful outcome for your claim.

If your claim is successful, our fee comes out of the total amount received from the lender at the conclusion of your case. The precise amount may vary depending on factors specific to your individual claim(s) but we will make sure that you are fully informed of the details of our fees when you sign up with us and throughout the claims process.

How long will my Plevin PPI Claim take?

Though all claims follow the same process, we can't guarantee a timescale for completion, as there are variables involved, such as the complexity of the claim or time taken for a lender or the Court to progress a claim.

We'll always aim to resolve all claims as quickly as possible, on average this takes 6 to 12 months, however, at times cases can take longer than this.

We will ensure that you are kept up to date at all times on the progress of your claim.

How likely is my Plevin PPI Claim to be successful?

Whilst there have been thousands of successful Plevin PPI Claims, we are unable to guarantee the success of your claim.

We will make every effort to ensure that you receive any compensation due to you, however there is a small chance that your claim could proceed to a Court hearing and not achieve the outcome you, or we, hope for.

We do operate on a no-win, no-fee basis, so if your claim is unsuccessful there is no fee to pay, although there may be other costs associated with your claim which you will have been advised of in advance.

Will I have to go to Court?

Cheval Legal have experienced success in settling most Plevin PPI Claims without any requirement to go to Court. However, there is a small chance that your claim will require a Court hearing.

If your case does go to Court you do not have to attend, but your prospects of a successful outcome may be improved if you do. We will be on hand to support and guide you through the process and will make sure you always know what to expect. We will also arrange for you to be represented at any hearing.

What if I have already received money for a PPI Claim?

It is possible that the refund you have already received is only part of what you are entitled to. Unless your full PPI premiums plus interest have been refunded, you are entitled to make a further claim and there is a possibility of an additional payment.

We can review details and documentation of your previous claim to identify if there is merit in a further claim.

What if I have already had a PPI Claim rejected?

Even if your claim was rejected under the PPI mis-selling scheme, you may still be able to make a successful Plevin PPI Claim through us.

The previous rejection of your claim is not a barrier to us pursuing a Plevin PPI claim on your behalf and we will run your claim just like any other.

Explanatory Notes

Your Document Pack

Within this Document Pack you will receive the following:

1. Agreement to Proceed / Damages Based Agreement
2. Terms of Engagement
3. Letter of Authority
4. Form of Assignment
5. Declaration
6. Cancellation Form

The purpose of this short document is to explain why you have received the documents in this way, the purpose of each document and what we are asking your permission to do with your personal data.

The process is as follows:

By proceeding you confirm that you are happy for us to process your data and the above documentation for the sole purpose of progressing your claim for undisclosed commissions.

DECLARATION AND AUTHORITY FORM

This will allow Cheval Legal to process your claim. You are giving us authority to pay any damages you receive into our client account so that the necessary deductions can be made before the final payment is sent to you. You are also authorising us to pass your personal details to third parties involved with this claim. This will include, but is not limited to, sharing your details with the expert who will prepare a report and any other agencies involved with the claim.

LETTER OF AUTHORITY (LOA)

Lenders often won't engage with a party who is authorised to act on behalf of someone pursuing a claim unless they have a document that expressly confirms this to be the case. You are authorising Cheval Legal to act on your behalf, and this document will be provided by us to the lender as evidence of our authority to represent you.

EXPLANATION OF THE FUNDING RETAINER (NO WIN, NO FEE AGREEMENT)

What will it cost me?

If your claim is unsuccessful, provided that you have complied with your obligations under the Funding Retainer and your After The Event insurance policy (ATE insurance policy), you will not have to pay anything. We will not charge for our time and any expenses, disbursements and adverse costs will be covered by the ATE insurance policy (if you have elected to take out such a policy of insurance).

If your claim is successful, you will pay us no more than 48% of the damages that you recover plus the cost of the ATE insurance premium of £222.88 (if you have elected to take out such a policy of insurance. Please note the cost may be higher if the value of your claim exceeds £10,000. In those circumstances we may also be able to claim for other legal costs from your opponent.

We have included below for illustration purposes, a table showing our charges and the ATE cost based upon the amount of your damages recovered. This is not to be taken as an estimate of the amount likely to be recovered for you.

Amount of damages recovered	Solicitors charge	ATE Premium	Balance payable to you
£3,000	£1,440	£222.88	£1,662.88
£5,000	£2,400	£222.88	£2,662.88
£10,000	£4,800	£222.88	£5,022.88

What do I need to do?

You will need to provide instructions to us in an honest and timely manner and you will need to keep us updated with your contact details. If you breach your obligations under the Funding Retainer then we may charge you for our time spent on an hourly rate and for all expenses incurred, and which could be more expensive than the proposed charge under the Funding Retainer.

Agreement to Proceed / Damages Based Agreement

This Agreement to Proceed (the "Agreement"), and the Terms of Engagement ("TOE") govern Our relationship going forward in Your Claim against your Lender(s) (the "Company").

1. DEFINITIONS

A definition of the Terms we use in this Agreement and throughout Our relationship with You can be found in the TOE available on our website at www.chevallegal.co.uk or on request.

2. PURPOSE OF THIS AGREEMENT

This Agreement covers Your Claim against the Company in relation to their failure to disclose the commission they received from the sale of Your Payment Protection Insurance (PPI) policy, giving rise to an unfair relationship. This Agreement also covers claims (in litigation or otherwise) which are considered ancillary to or arising as a consequence of your unfair relationship Claim or from the existence of your PPI policy that we may undertake on your behalf. We have broadly outlined the Legal Services we will provide as part of the Agreement as follows: Review all relevant information from You, Request further information from the Company where necessary to substantiate Your Claim by making a Data Subject Access Request (DSAR) request or similar; on reasonable prospects of success, we will prepare and submit a Letter of Claim to the Company; review Your Claim; negotiate settlement pre-litigation; Negotiate with the Company on Your behalf in an attempt to obtain Compensation, or Settlement; and Pursue Your Claim through the Courts on Your behalf (but any appeal is to be conducted at our discretion). Where reasonable attempts are made to contact you to obtain instruction to negotiate and/or settle a claim on your behalf without success, you agree that Cheval can negotiate and/or settle your claim on best possible terms.

3. AFTER THE EVENT (ATE) INSURANCE

If Your claim is valued at £1,000 or more or We estimate that Your claim will be valued at £1,000 or more, You agree that We will negotiate and obtain ATE Insurance for you from the ATE Insurer and we will put this in place for you to cover certain costs You may need to pay in connection with Your Claim, including any Expenses (e.g. Court fees, Counsel's fees) and any Adverse Costs, where there is no Successful Claim. We will send you further details in due course.

4. OUR FEE AND OTHER PAYMENTS

4.1 Our Fee

We have agreed to charge You Our Fee based on a percentage of the Compensation recovered as a result of a Successful Claim. Our Fees are:

- 20% plus VAT of any settlement refund for any Claim settled prior to legal proceedings being issued against your Lender(s):

If you receive Compensation to the value of:	The Fee would be:	You would receive:
£2,000	£480	£1,520
£6,000	£1,440	£4,560

- 40% plus VAT of any settlement refund for any Claim settled after legal proceedings have been issued against your Lender(s):

If you receive Compensation to the value of:	The Fee would be:	You would receive:
£2,000	£960	£1,040
£6,000	£2,700	£3,330

Our Fees mentioned above do not include any Expenses that we incur on your behalf which may be deducted from the amount of Compensation which you receive, or the ATE premium which you will pay upon the successful completion of your Claim. We are entitled to retain any Recovered Costs which are paid to You or to Us by the Company or any Affiliate.

4.2 Expenses

Expenses are treated differently. You will be responsible (or "liable") for the payment of Expenses regardless of whether You have a Successful Claim. However, You will only be liable to pay Expenses at the conclusion of the Proceedings to the extent that such Expenses have not been paid or are not payable by another party to the Proceedings by way of Recovered Costs and have not been paid by the ATE Insurer. These Expenses may include disbursements such as a non-utilisation fee charged by the Investor if the claim is settled early; a Litigation Finance set-up fee charged by the Investor of usually between £35 and £50; court fees; a claim validation/valuation fee; and/or legal services outsourcing charges. Expenses may be paid by the Investor during the course of the Proceedings. VAT will be charged at the standard rate on these Expenses/disbursements where appropriate.

4.3 Adverse Costs

If there is no Successful Claim You may be required to pay Adverse Costs. The ATE Insurance provides cover for You in respect of Adverse Costs.

5. LITIGATION FUNDING

5.1 While we are content to share the risk of the Proceedings with You by agreeing to act for You under the terms of this Agreement, there are risks and uncertainties that arise from the Proceedings, including the risk that Your Claim may not be successful, and the complexity of and costs associated with achieving a Successful Claim can be considerable. We are therefore only prepared to offer this Agreement because the Investor has agreed to provide the Litigation Funding Investment to Us for the purpose of paying certain Expenses incurred by Us in connection with the Proceedings, including Court fees associated with the issue of the Proceedings, hearing Your Claim in Court and other Court related disbursements.

5.2 In return for the Investor's Agreement to provide the Litigation Funding Investment, we have agreed to make the following payments to the Investor:

5.2.1 If there is an Investor Fee, the Investor will be entitled to receive an amount equal to the Litigation Funding Investment it has provided under the Investment Agreement, the Investor Fee and any Renewal Fee that has accrued; and

5.2.2 If there is no Successful Claim, the Investor will be entitled to receive an amount equal to the Litigation Funding Investment it has provided under the Investment Agreement.

5.3 The amounts payable to the Investor under the Investment Agreement, and described above, are paid from Our Fee and Expenses that are payable to Us under the terms of this Agreement and therefore the total amount payable by You will not increase as a result of the payments we have agreed to make to the Investor.

5.4 If there is no Successful Claim, the amounts due to the Investor under Clause 6.2.2 will be paid from the proceeds of the ATE Insurance. You irrevocably instruct the ATE Insurer to pay the proceeds of the ATE Insurance in respect of these amounts directly to the Investor.

6. APPLICATION OF COMPENSATION AND RECOVERED COSTS

6.1 You agree to hold all Compensation and Recovered Costs as trust property on bare trust absolutely for the benefit of Us, You, the ATE Insurer and the Investor to the extent of each of Our respective interests in such amounts as described in this Agreement. You also agree to hold any proceeds from the ATE Insurance in respect of Litigation Funding Investment paid by the Investor as trust property on bare trust absolutely for the benefit of the Investor.

6.2 You hereby give irrevocable instructions that all Compensation and Recovered Costs are to be paid directly into Our client account. Following the receipt of any such Compensation and Recovered Costs, we will apply such amounts in the following order of priority:

- 6.2.1 Firstly, to the Investor in respect of amounts due under the Investment Agreement;
- 6.2.2 Secondly, to the ATE Insurer in respect of the premium due under the ATE Insurance;
- 6.2.3 Thirdly, to Us in respect of Our Fee and Recovered Costs (after making the payments to the Investor referred to in Clause 6.2.1); and
- 6.2.4 Fourthly, to You in respect of the balance of the Compensation.

6.3 If there is no Successful Claim, You irrevocably instruct Us that any amounts recoverable under the ATE Insurance (to the extent such amounts have not been paid directly to the Investor by the ATE Insurer) are to be paid directly into Our client account to be applied by Us as follows:

- i. Firstly, to the Investor in respect of amounts due under the Investment Agreement; and
- ii. Secondly, to meet any other Expenses payable by You in accordance with the terms of this Agreement.

7. CANCELLATION

You have the right to cancel this Agreement without reason and free of charge within the 14-day Cancellation Period which begins on the date we receive Your signed Agreement.

8. TERMINATION

8.1 By You

If You decide to terminate this Agreement outside of the Cancellation Period, You will be liable to pay:

- i. Any Expenses incurred until the point of Termination immediately on Termination; and
- ii. Our Fee if You go on with the Claim, either Yourself or through an alternate Legal Services provider, and there is a Successful Claim.

8.2 By Us

We are free to terminate this Agreement at any time if we have good reason, and if after we commence Proceedings You then fail to provide us with Your Instructions or respond to any requests for information within a reasonable time-period, we are at liberty to apply to come off the Court record, which will result in You being unrepresented thereafter and this Agreement being terminated. If we terminate this Agreement, You agree to pay all Expenses incurred by Us immediately.

8.3 After Termination

8.3.1 In the event of Termination of this Agreement by either party, if You go on with the Claim You agree to keep Us regularly informed of the progress of the Claim. You irrevocably agree to instruct any newly appointed Legal Services provider to provide regular updates to Us and answer any reasonable queries we raise regarding the Claim. As to any Successful Claim or Settlement You agree to give irrevocable instructions to any new Legal Services provider to hold Our Fee on trust in a designated client account and to give Us confirmation of the same.

8.3.2 We would require You to sign a Court form which tells the Court we no longer act for You.

9. CONFIDENTIALITY

9.1 The conduct of the Proceedings will require Us to disclose information about You and Your Claim to the Company's Affiliates, including their legal representation, and the Court.

9.2 It will be necessary for Us to share information with the Investor and ATE Insurer in connection with the funding and Insurance provided to Us in connection with the Proceedings.

10. REGULATORY INFORMATION

Cheval Legal Limited is authorised and regulated by the Solicitors Regulation Authority (SRA Number: 667127).

Terms of Engagement

Cheval Legal is a Private Limited Company (Company No: 12093338) and is authorised and regulated by the Solicitors Regulation Authority (SRA number: 667127). This document sets out the TOE for the appointment of Cheval Legal to act for You.

1. Definitions and Interpretation

- a. "Agreement" means the contractual relationship between You and Us which You enter into by signing and returning the Agreement to Proceed.
- b. "Agreement to Proceed" means the Damages Based Agreement which governs Our relationship with You, alongside these (TOE).
- c. "Adverse Costs" means the portion of the Company's fees and expenses that it has incurred in relation to the Proceedings that are ordered by the Court or agreed between the parties to be paid by You to the Company or its Affiliates.
- d. "Affiliate" means in relation to a specified person, any person who controls, or is controlled by, or who is under common control with, or who is under common influence, or has a close connection with, that specified person.
- e. "ATE Insurance" means the contract of After the Event insurance between You and the ATE Insurer to cover costs You may become liable for in respect of the Claim, including Adverse Costs and certain Expenses.
- f. "ATE Insurer" means the provider of After the Event insurance approved by Us and the Investor.
- g. "Cancellation Period" means 14 days after the date that We receive Your signed Agreement during which You can cancel this Agreement free of charge.
- h. "Case Originator" means any source from which We may acquire a Claim or potential Claim, including but not limited to, Claims Management Companies (CMCs).
- i. "Charges" means the costs that would apply if We were to represent You under a time-based agreement, applying Our respective hourly billing rates.
- We use Our Charges to calculate and seek recovery of Our legal fees from the Company by way of Recovered Costs.
- j. "Cheval Legal" means Cheval Legal Limited. Any reference to 'We', 'Us' or 'Our' in this Agreement shall be taken to be a reference to Cheval Legal. We are also an ancillary insurance intermediary which means we can arrange insurance contracts for our clients. We act on your behalf, not on behalf of the insurance company. We are not authorised by the Financial Conduct Authority.
- However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register.
- k. "Claim", sometimes referred to as 'Plevin PPI Claim', means any Claim or potential Claim against the Company relating to the failure to disclose commission charges in connection with Your PPI policy(ies) earned by the Company, or other sums paid by the Company to third parties.
- l. "Company" means the business for example the Lender, Credit Provider or Broker, who failed to disclose commission charges earned by the Company, or other sums paid to third parties, including any associates and/or their predecessors. This includes any representative or affiliate of the Company.
- m. "Compensation" means any sums offered, paid or given in respect of a settlement, goodwill gesture, policy refund or rebate or any other payment associated with the Claim including any interest payments and associated charges. For the avoidance of doubt Compensation also includes any sums used to reduce any outstanding balances/debt.
- n. "Counsel" means a solicitor, barrister or other legal adviser that conducts legal activity for Us on Your behalf during the Claim.
- o. "Counsel Fees" means charges made by Counsel engaged by Us in respect of the Claim. Counsel Fees are utilised for the purpose of calculating and seeking recovery of the Counsel's legal fees from the Company by way of Recovered Costs.
- p. "Court" means a court in the HM Courts and Tribunals Service.
- q. "Expenses" sometimes referred to as 'disbursements' means a cost which We incur when preparing Your Claim, that is not recoverable from the Company. These may include expert's fees, Court fees, administration charges, travel costs and/or courier charges. This is not an exhaustive list.

- r. "Fee" means the amount You will have to pay to Cheval Legal for the Legal Services, as detailed in the Agreement and Clause 6 of these (TOE).
- s. "FSCS" means Financial Services Compensation Scheme.
- t. "Instruction" means:
- i. You authorising Us to undertake the Legal Services against the Company by signing and returning an Agreement. This includes where You provide Your signature or complete a document electronically; and ii. You providing authority for Us to take an action in regard to Your Claim such as issuing a Claim at Court against the Company, or accepting an offer of Compensation made by the Company during negotiations. This includes where You provide Instruction in writing or verbally.
- u. "Investment Agreement" means the agreement entered into between Us and the Investor under which the Investor has agreed to pay certain Expenses and other amounts incurred by Us in connection with the Proceedings.
- v. "Investor" means Spectra Legal Finance 3 DAC or any of its Affiliates.
- w. "Investor Fee" means the fee payable by Us under the terms of the Investment Agreement in an amount equal to 5% of the amount of Compensation and Recovered Costs (excluding amounts recovered in respect of Expenses).
- x. "Legal Services" means the work We undertake to prepare, submit and negotiate Your Claim to/with the Company, as broadly outlined in the Agreement.
- y. "Letter of Authority" means the document that may be sent to the Company with any Data Subject Access Request (DSAR), Pre-Submission Information request (PIR) or any other similar information request that evidences Your authority for Cheval Legal to act on Your behalf.
- z. "Litigation Funding Investment" means amounts invested by the Investor in respect of Your Claim through the funding of certain Expenses and the Court issues fees, hearing fees and any other Court related fees.
- aa. "IP" means an Insolvency Practitioner which is a licensed professional who is able to act in matters of both company and individual insolvency.
- bb. "IVA" means an Individual Voluntary Arrangement which is a formal and legally binding agreement between You and Your creditors to repay debt over a period of time.
- cc. "Plevin" means the Supreme Court judgment in *Plevin v Paragon Personal Finance Ltd* [2014] UKSC 61.
- dd. "Proceedings" means issuing a Claim or potential Claim at Court against the Company and any subsequent work we undertake in respect of that Claim.
- ee. "Recoverable Costs" means costs We incur when undertaking the Legal Services on Your behalf that may be reimbursed to Us by the Company.
- ff. "Recovered Costs" means all amounts paid or payable to You or Us, or any person on Your/Our behalf, by the Company (or any related party) on account of Our Charges, Counsel Fees and/or Expenses. Or, if a Settlement is agreed that does not allocate for or consider the above, an amount equal to an order for Recovered Costs that a Court might reasonably have been expected to make in the Claim. This amount will be determined by Counsel, acting reasonably, or by an experienced costs lawyer agreed between Us and the Company.
- gg. "Settlement" means an agreement between You and the Company, or any of their Affiliates, in settlement of the Claim, whether in the Proceedings or otherwise. This shall include any waiver or compromise of the Proceedings against the Company.
- hh. "Successful Claim" means Your Claim is finally decided in Your favour, whether by a Court decision or Settlement or in any way that You obtain benefit from pursuing the Claim. "Finally" means that the Company and/or any Affiliate is not allowed to appeal against the Court decision or Settlement; has not appealed in time; or has lost any appeal.
- ii. "Termination" means the premature ending of the Agreement by You or Us after the Cancellation Period and prior to the conclusion of the Claim.
- jj. "You/Your" means the Account/Policy Holder(s) whose details are set out in the Agreement and who have Instructed Us to act on their behalf and includes an Executor(s) of a Deceased Person's Estate.
- kk. Unless the context otherwise requires, words in the singular include the plural and, in the plural, include the singular.

2. Legal Services

- a. We will not process Your Claim until We receive Your Instruction.
- b. Upon receiving Your Instruction We will review all relevant information from You, the Company and/or any third party to identify whether Your Claim has a reasonable prospect of success.
- c. Should We identify that further information and/or documentation is required to substantiate Your Claim We will endeavour to obtain this from the Company or other relevant third party(ies) by way of a DSAR, PIR or other such request.
- d. Where We believe there are merits for a Plevin PPI Claim, We will pursue the matter with the Company on Your behalf by issuing a Letter of Claim or other such communication to the Company.
- e. Where necessary We may issue a Claim at Court against the Company on Your behalf to progress Your Claim. By signing the Agreement You provide Instruction for Us to issue a Claim at Court on Your behalf against the Company, should this be necessary to progress Your Claim.
- f. We will use reasonable endeavours to obtain Compensation for the Claim pursued and will liaise and negotiate with the Company on Your behalf, as necessary to progress Your Claim.
- g. Where a Court hearing is required to progress Your Claim, We will arrange for You to be represented at any such hearing.
- h. We will keep You updated throughout Your Claim and promptly notify You of the outcome of the Claim.
- i. Where Your Claim is referred to Us by a third party they may assist Us in the provision of the Legal Services by providing ongoing administrative support.
- j. We may outsource some elements of the Legal Services to a specialist supervised company(ies). You agree for Us to outsource elements of Your Claim,

3. Our Responsibilities and Liabilities

- a. We will:
 - i. always act in Your best interests subject to Our duty to the Court and/or Our other professional duties, including legal and regulatory obligations;
 - ii. advise You of any legal issues, circumstances and reasonably foreseeable risks relevant to Your Claim;
 - iii. give You Our best advice about whether to accept any offer of Compensation;
 - iv. give You the best information possible about the likely costs of Your Claim; and
 - v. provide You with a reasonable standard of service, in line with Your Agreement with Us.
- b. We will use reasonable endeavours to keep safe any information or documents that You, the Company or any third party send to Us. We will not be responsible for any loss to You or any third party arising out of the loss of documents or information including in transit either to or from Us. Any additional protection that You require for lost documentation or information (for example photocopies and/or a Recorded Delivery service by Royal Mail) will be at Your discretion and Your expense.
- c. We are required by law to verify Your identity(ies) and address(es). By giving Your Instruction You acknowledge that You are giving consent to Us to undertake an electronic check to verify Your identity(ies) and address(es).

This process involves searches with credit reference, fraud prevention agencies and the electoral register. The agencies will record the details of the search but the electronic check will have no adverse effect on Your credit rating. Subject to these checks, We may require You to supply certain documents and/or We may refuse, at Our discretion, to act for You without giving reason.
- d. We will not be liable to You whether in contract or tort for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by You and by Us, such as (but not limited to) loss of profits, loss of opportunity, loss of benefits or tax demands.
- e. Our total liability to You in respect of all other losses arising under or in connection with Your Agreement with Us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of any Compensation to which You are entitled for the Claim in connection to which We are liable unless those losses were foreseeable by both parties when the Agreement was signed. We consider that this limit is reasonable and fair in view of the type of work that We are undertaking. If the limit does cause You any concern, please contact Us so that We can discuss Your concerns.

- f. Nothing in the Agreement shall limit or exclude Cheval Legal's liability for:
 - death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors;
 - fraud or fraudulent misrepresentation; or
 - breach of the terms implied by sections 49 to 52 of the Consumer Rights Act 2015

4. Your Responsibilities

- a. You acknowledge that You could pursue Your Claim Yourself with the assistance of any legal expenses insurance that You may have or, where applicable, through a Compensation Scheme, such as the FSCS.
- b. By entering into this Agreement, You agree to:-
 - i. provide Us with all information and documents which are relevant to the Claim, including but not limited to letters, documents and e-mails. You agree to provide Instruction for Us to request any information required to substantiate Your Claim from the Company, by way of a DSAR or by any other method;
 - ii. co-operate generally with Us in the conduct of the Claim, including by dealing promptly with requests We make for authority, information, documents, Instruction or further requests;
 - iii. tell Us promptly if any information that You have previously given to Us is no longer true or accurate;
 - iv. inform Us promptly of any relevant matters affecting the Claim, such as direct contact from the Company, and consult with Us before making any contact with or having any discussion or correspondence with the Company concerning any aspect of the Claim;
 - v. not abandon or discontinue the Claim or any part of the Claim against Our advice;
 - vi. not settle Your Claim without Our consent;
 - vii. go to a Court hearing if required and We request;
 - viii. give Us the exclusive right to deal with the Claim and to not enter into any new agreement, orally or in writing, with any other person(s) in respect of the Claim unless We otherwise agree to this in writing; and
 - ix. not ask Us to work in any way that is improper or unreasonable or cause or contribute to a conflict of interest arising that would prevent Us from continuing to act in the Claim.

5. Compensation

- a. You acknowledge that any estimate of Compensation given to You is an estimate only. The success of any Claim depends on Your individual circumstances.
- b. Your Compensation may be applied as part of Your bankruptcy estate, insolvency asset, or other debt arrangement and Your Compensation may not be paid directly to You.
- c. Where interest is included by the Company as part of the Compensation it may be taxable depending on Your personal tax status and You understand that You may be required to disclose this payment to HMRC. We will not give any advice to You in relation to tax.
- d. In entering into this Agreement with Us, You have agreed for all Compensation and Recoverable Costs to be paid directly to Us. All funds will be held in Our Client Account in accordance with the SRA Account Rules. A copy of Our policy on Monies held in Our Client Account, is available on request.

6. Our Fee

- a. If We undertake the Legal Services and are not successful in obtaining Compensation then You owe Us nothing.
- b. If We are successful in obtaining a reasonable offer or payment of Compensation then You owe Us:
 - i. 20% plus VAT of any Compensation for any Claim settled prior to a Claim being issued to Court against the Company; or
 - ii. 40% plus VAT of any Compensation for any Claim settled after a Claim being issued to Court against the Company.
- c. For the avoidance of doubt, if You receive a reasonable offer of Compensation from the Company and You reject that reasonable offer or refuse to sign any Acceptance Form or Order from the Company, the Fee including VAT (as applicable) and any Expenses incurred would still be payable by You to Us even though You would not receive any Compensation Yourself as You have rejected that reasonable offer.

- d. You have authorised the Company to remit the Compensation and Recoverable Costs directly to Us and agree that We shall deduct the Fee including VAT (as applicable) and any Expenses incurred before paying the balance of the Compensation to You. Before deducting Our Fee including VAT (as applicable) or any Expenses incurred from any Compensation received, We will send an invoice to You which details the amount(s) due to Us and the balance of Compensation due to You.
- e. Payment of Fee including VAT (as applicable) and any Expenses incurred become due at the point that either We or You are informed of an offer of Compensation and payable from the date We or You receive Your Compensation. If the Company offers or pays Compensation to You directly, You agree to notify Us immediately (and within seven days at the latest) and to provide the details We need to calculate the Fee.
- f. We will, as soon as is reasonably practicable following the settlement of a Claim and the payment of Compensation and Recoverable Costs by the Company to Us, pay You the balance of the Compensation, after deducting the Fee including VAT (as applicable) and any Expenses incurred. For the avoidance of doubt where You have more than one successful Claim against one or more Companies, We may deduct from any Compensation paid the Fee including VAT (as applicable) and Expenses payable in respect of each of the Claims from the Compensation received for any one of those Claims.
- g. Compensation may be used by a Company to reduce any outstanding debt that You owe a Company, and You understand that Our Fee including VAT (as applicable) will be payable based on the total amount of calculated Compensation even if the Company does not pay the whole sum of the Compensation to You.
- h. If Compensation is paid directly by the Company to an Insolvency Practitioner or the Official Receiver, and You do not receive any Compensation, You will not be liable for Our Fee or VAT.
- i. If You fail to pay the Fee including VAT (as applicable) due and payable in accordance with these Terms, We reserve the right to cancel all other active Claims.
- j. We reserve the right to charge for costs and Expenses incurred in recovering unpaid Fees including VAT (as applicable) and Expenses where an offer or payment of Compensation is made from a Company to You.
- k. Our Agreement shall continue to operate until all Claims where a Fee including VAT (as applicable) and any Expenses incurred are payable have been settled.

7. Cancellation and Assignment

- a. You may cancel Your Agreement with Us at any time during the Cancellation Period by using the Cancellation Form available www.chevallegal.co.uk. Alternatively, You may request cancellation by contacting Us directly in writing, by telephone 020 8142 4690 or via email (enquiries@chevallegal.co.uk).
- b. By giving Your Instruction to Cheval Legal, You expressly consent to Cheval Legal commencing the Legal Services immediately and prior to the expiration of the Cancellation Period.
- c. If You cancel Your Claim within the Cancellation Period You will owe Cheval Legal nothing unless You have received a reasonable offer of Compensation within this period. In this case, Cheval Legal shall be entitled to charge You a cancellation charge equal to the Fee including VAT (as applicable) that would be payable under clause 6 above.
- d. If You cancel Your Agreement with Us at any time after the Cancellation Period You will be liable to pay:
- i. any Expenses incurred until the point of Cancellation immediately on Cancellation; and ii. Our Fee if You proceed with Your Claim, either Yourself or through an alternate Legal Services provider and Your Claim is successful and Compensation is recovered.
- e. If You cancel Your Agreement with Us at any time after We have obtained a reasonable offer of Compensation for You from the Company, then You will be liable to pay Our Fee including VAT (as applicable) as outlined under Clause 6 above and any Expenses We have incurred on Your behalf.
- f. We may at Our sole discretion cancel this Agreement at any time, but We must act reasonably in taking such a decision. We will promptly notify You if We decide to Cancel this Agreement.
- g. We reserve the right to assign this Agreement and all rights under it and to subcontract to others all or any of Our obligations under it. The Agreement is personal to You and is not assignable by You except to Your personal representatives.

8. Your Personal Data

- a. We take the privacy of Your personal information seriously. We will only use the personal information You provide to Us as outlined both in this clause 8 and in Our Privacy Policy which can be viewed at www.chevallegal.co.uk/privacy-policy/. We ask that You read Our Privacy Policy carefully and, if required, a hard copy is available upon request.
- b. During the provision of the Legal Services Your personal information will be used to provide the Legal Services including sharing with third party organisations for the purposes of undertaking the Legal Services.
- c. We may also use Your personal data to tell You about similar products or services relating to financial claims, by email, SMS (text message), post and/or telephone, but You can opt out of receiving these, or a specific method of communication, at any time by contacting Us.
- d. We will not disclose Your personal data to a third party without Your consent unless a lawful or legitimate reason applies.
- e. After completing the Legal Services We will be entitled to continue to hold Your personal information until Your Claim is concluded and We receive full payment of money owed to Us for Fees including VAT (as applicable), or Expenses incurred. We will then keep Your personal information for up to seven years in electronic form after which time We will destroy it.

9. Complaints, Governing Law and Professional Indemnity Insurance

- a. You can make a complaint about Our service via Our internal complaints procedure by email: complaints@chevallegal.co.uk by telephone on 020 8142 4690 or by post to Freepost 1st Floor, Hamilton House, Altrincham, WA14 4DR. You can also find a copy of Our complaints procedure at www.chevallegal.co.uk.
- b. Should You remain unhappy with Cheval Legal's service, You may refer Your complaint, within six months of the date of Our final response, to the Legal Ombudsman Service, by email: enquiries@legalombudsman.org.uk, by phone on 0300 555 0333 or post to Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ. The Legal Ombudsman can investigate complaints up to six years from the date of the problem happening or within three years of when You found out about the problem.
- c. Each party irrevocably agrees that any proceedings relating to any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation instituted against You by Cheval Legal shall be brought in the appropriate Court of Your country of residence, which will either be the Courts of England and Wales, Scotland or Northern Ireland and shall be governed and construed by the applicable law for the appropriate jurisdiction. Any proceedings instituted against Cheval Legal by You shall be governed by and construed in accordance with English law and the parties irrevocably submit to the jurisdiction of the Courts of England and Wales. We maintain professional indemnity insurance in accordance with the obligations set by the Solicitors Regulation Authority. Further details of this Insurance is available on request to Us.

Letter of Authority

Authorisation

I/We expressly authorise Cheval Legal to act on My/Our behalf in respect of obtaining a Data Subject Access Request ("DSAR") (or any other form of data request, including, but not limited to; short-ened DSAR requests and Pre-Complaint Information Requests "PIRS") from my Lender in relation to the above-detailed account. I hereby authorise the extension of this Authority to any account(s) and PPI policy(ies) not specifically referenced. I understand the extent and level of information and documentation that might be provided to Cheval Legal (this being any and all information relevant to my Credit Agreement(s) and PPI policy(ies), including transactional data). I further authorise and request that you release to Cheval Legal any information, as requested pursuant to Chapter 3, s.45 of the Data Protection Act 2018. I confirm that I have expressly consented that the Data Subject Access Request (or other data request), response and all other communication pertaining to this matter is made directly to Cheval Legal.

I authorise my Lender to release any information requested by Cheval Legal by way of a Data Subject Access Request (DSAR) or any other appropriate data request and understand that this may include account and/or transactional statements.

Form of Assignment

This Assignment is made on [today's date]:

Between

(1) [Client Name] ("Assignor"); and

(2) Ferncroft Capital IV LP,, a company registered in Delaware ("Assignee" which definition shall include its assignees and successors).

Whereas

(A) You are the claimant, or intended claimant, in relation to a financial mis-selling claim.

(B) If applicable, you have agreed to assign certain rights to us in respect of an after the event insurance policy with Amberis and policy number, to be added once confirmed (the Policy) together with the claim proceeds awarded to you as part of your claim (the Claim Proceeds) as set out below.

1 Assignment

In consideration of our providing funding to Cheval Legal Limited in respect of the disbursements becoming payable in respect of the Assignor's civil claim, the Assignor with full title guarantee hereby assigns absolutely to the Assignee all of its past, present and future rights, title, benefits and interests in

1.1 the Claim Proceeds; and

1.2 the Policy

Together with the rights to make demand, commence, issue and continue proceedings against the insurer (together with its successors and assigns) in respect of the Policy.

2 Assignment

The Assignee may at any time assign or otherwise transfer all or any part of its rights under this agreement without the Assignor's consent.

3 Counterparts

This agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same document.

4 Governing Law

This Assignment shall be construed and governed according to English law.

This agreement has been entered into on the date stated at the beginning of this agreement.

Declaration

Case Reference (for internal use only):

Case Originator:

PLEASE READ THE FOLLOWING STATEMENTS THEN SIGN AND DATE BELOW TO CONFIRM:

By signing below, I/we confirm that I/We have carefully read this Agreement to Proceed and the Terms of Engagement and agree to be bound by their content.

I/We authorise the above Case Originator to release any information requested by Cheval Legal for the purposes of considering my/our Claim, including my/our personal data, contact information and any relevant information from the Lender(s), including the Data Subject Access Request ("DSAR") information.

I/We authorise the Lender(s) to which my/our Claims(s) refer to release any information requested by Cheval Legal by way of a DSAR, Pre-Submission Information request ("PIR") or any other similar information request in accordance with the Data Protection Act 2018.

I/We hold/held a PPI policy(ies) with my/our Lender(s). I/We were not informed by my/our Lender(s) that it/they would receive such high levels of commission when selling me/us the PPI policy(ies) and I/we would not have taken the PPI policy(ies) had I/ we known that the commission payment would be at such an excessive level.

I/We instruct Cheval Legal to issue a Claim to court on my/our behalf against the appropriate Lender.

Client 1 Name:

Client 1 Signature:

Client 2 Name:

Client 2 Signature:

Cancellation Form

Complete and return this form ONLY IF YOU WISH TO CANCEL THE AGREEMENT:

NOTICE OF THE RIGHT TO CANCEL

You have the right to cancel this Agreement, without reason, if you wish and can do so by delivering, sending (including by electronic mail) the Cancellation Form to the party mentioned below at any time within 14 days starting with the day of receipt of this Form.

If you wish to cancel the contract, you must do so in writing and deliver personally or send (which may be by electronic mail) this to the party named below.

Complete and return this form ONLY IF YOU WISH TO CANCEL THE AGREEMENT

You can either return this form via post or by email to the email address below:

clientrequests@chevallegal.co.uk; or by Post: Cheval Legal Limited, Hamilton House, Church Street, Altrincham, WA14 4DR;

Please note that the notice of cancellation is deemed to be served as soon as it is posted or sent to us.

I hereby give notice that I wish to cancel my Agreement with your firm.

Case Reference:.....

Signature:.....

Name: (please print).....

Address:.....

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Cheval Legal Limited is a limited company registered in England and Wales (no. 12093338) with its registered office at Suite 103, 4 Montpelier Street, London SW7 1EE, VAT number 348 571 864. Cheval Legal is authorised and regulated by the Solicitors Regulation Authority, SRA no. 667127

T: 020 8142 4690

W: www.chevallegal.co.uk

Office Hours: 9:00am to 5:00pm

Cheval Legal Ltd

SRA number: 667127