

CONTRACT

PL Accident Claim Management Ltd. and <<ClientFullName>> of <<ClientAddressOneLine>>, <<ClientPostcode>>

1. Of my own free will I select **PL Accident Claim Management Ltd.** to deal with my claim for recovery of my uninsured losses/other losses to include, if applicable my personal injury claim arising from my accident which happened on <<AccidentDate>>
2. I confirm I have made enquiries about possible alternative ways of financing my claim I have considered the possible options and benefits of credit card, legal expenses insurance, trade union membership and benefits to which I (and immediate family members) may be entitled. I am satisfied that after having thought about these alternatives I believe that **PL Accident Claim Management Ltd.** should deal with my claim.
3. I confirm I have told **PL Accident Claim Management Ltd.** the full and true facts and information about the accident and will continue to answer questions truthfully and provide any more information in a similar way. I confirm there is nothing known to me which might fairly affect **PL Accident Claim Management Ltd.** decision to act on my behalf.
4. I understand the basics of a claim mean that before I become entitled to compensation for my personal injury and other financial losses claims, it must be possible to identify someone whose fault – or mistake – caused those injuries and who as such should compensate me. I understand it may be necessary for me to go to court and I confirm I would be willing to do that and personally attend and give evidence and ask any relevant witnesses to do the same.

The Appointed Firm of Solicitors

5. I understand **PL Accident Claim Management Ltd.** will appoint a firm of Solicitors from their panel of Solicitors to deal with the matter including if necessary starting court proceedings and I have agreed that in respect of my claim, the appointed firm of Solicitors to be <<SolicitorName>> ("the firm of Solicitors").
6. I agree to the choice of the firm of Solicitors made or to be made. I understand the selection of the firm of Solicitors is based on **PL Accident Claim Management Ltd** previous history of working with the firm of Solicitors. I have been advised there is no payment of any fees in respect of commission/marketing fees and/or any other remuneration by the firm of Solicitors to **PL Accident Claim Management Ltd.** arising from the appointment of the firm of Solicitors to deal with my claim.
7. I confirm I will pass to **PL Accident Claim Management Ltd.** all documents relevant to my claim and I have been told what documents may be necessary, if any, and asked to keep safely those documents.
8. I understand that once the firm of Solicitors accepts my claim they are genuinely and fully independent and will act only in my interests and according to my reasonable instructions and I appreciate the firm of Solicitors and not **PL Accident Claim Management Ltd.** control the professional work. I understand the firm of Solicitors will at all times work according to the SRA Code of Conduct 2011 or such other Professional Conduct Rules that shall apply from time to time.
9. I agree to and authorise the firm of Solicitors to deal directly with **PL Accident Claim Management Ltd.** in respect of any matters relating to my claim and I provide complete authority for the firm of Solicitors to discuss any aspect of my claim with **PL Accident Claim Management Ltd.** where necessary. I am agreeable to **PL Accident Claim Management Ltd** contacting me to obtain instructions on any aspect of my claim and then to pass any such instructions onto the firm of Solicitors on my behalf.
10. I instruct the firm of Solicitors to forward to **PL Accident Claim Management Ltd.** a copy of my medical report(s) and to provide to them details of any offers made by the other side in respect of my General Damages claim, that is the "injury" aspect of my claim and in addition to the firm of Solicitors being able to contact me to obtain instructions on any offers made by the other side in respect of my injury claim and/or my Special Damages claim, that is my "financial losses" claim, I agree that **PL Accident Claim Management Ltd.** can contact me directly to obtain my instructions on accepting any offer made in "full and final" settlement of my injury claim and/or my financial losses claim or alternatively rejecting any such offer and thereafter confirming my instructions in respect of the said offer to the firm of Solicitors, on my behalf.

Payment of Charges

11. I confirm that I will pay **PL Accident Claim Management Ltd.** charges in respect of their management fee for their investigative and advisory claims management services to include administration of the claim, completing documentation, translation and general client care during the claims process. For the purpose of convenience, I authorise the firm of Solicitors to forward to **PL Accident Claim Management Ltd.** the full payment of my personal injury settlement when they receive the same from my opponent at the conclusion of my claim. I agree that from the said payment **PL Accident Claim Management Ltd.** will deduct their management fee for acting on my behalf, in accordance with this agreement, and will within 7 days of receipt of the payment from my Solicitor, forward me the payment for the balance due to me after deducting their agreed fee set out herein.
12. I understand that **PL Accident Claim Management Ltd.** management fee is a fixed fee of £500 plus VAT, so £600.00 in total. It has been confirmed to me that there no other charges payable to **PL Accident Claim Management Ltd.**
13. I understand that the management fee will be payable only if my claim is successful and should I lose my claim there will be no charges payable to **PL Accident Claim Management Ltd.**
14. I understand that the management fee will only become payable once an agreement has been reached with my opponent to conclude my claim.
15. I understand that the appointed firm of Solicitors does not deduct their costs from any settlements, and does not charge a success fee. It has been confirmed to me that there are no deductions made prior to forwarding the personal injury payment to **PL Accident Claim Management Ltd.**
16. I can confirm that I understand that the management fee charged by **PL Accident Claim Management Ltd.** is only for the investigative and advisory claims management services that they will provide to me throughout the duration of my claim to include but not limited to the following:- an initial assessment of the merits of my claim; drafting an initial statement of facts on my behalf; obtaining supportive evidence if requested by the firm of Solicitors to include CCTV footage; locus photographs or sketch plans to assist in pursuing my claim; facilitating if appropriate to my claim obtaining a replacement vehicle, recovery and storage of my vehicle or vehicle repair services; assisting the firm of Solicitors in collating evidence relating to my out of pocket expenses; providing me with the facility to obtain case updates via their customer services; translation services if requested; assisting me with completion of any documentation; arranging transport to attend at Court

Vehicle Damage, Recovery and Storage and Credit Hire Claims (if applicable)

- 17. I instruct the firm of Solicitors to request that the Motor Engineers instructed by them, forward a copy of the Engineers Report relating to my vehicle damage claim simultaneously to **PL Accident Claim Management Ltd.** and in addition to the firm of Solicitors being able to contact me to discuss the Engineers Report, I agree that **PL Accident Claim Management Ltd.** can contact me directly to obtain my instructions on agreeing the said Engineers Report and thereafter confirming my instructions in respect of the Engineers Report and to its disclosure to any third party insurer or any Solicitor nominated to act on behalf of the third party insurers, on my behalf.
- 18. I instruct the firm of Solicitors to liaise directly with the relevant Hire company and/or Recovery and Storage company in respect of any offers made by the other side in settlement of my recovery and storage and/or credit hire claims and to obtain the relevant Hire company and/or Recovery and Storage company's confirmation to accept any offers made by the other side in "full and final" settlement of my storage and recovery and/or credit hire claims on my behalf without further recourse to me for additional instructions on the said offers made unless there is a dispute between the parties on my recovery and storage and/or credit hire claims.
- 19. I agree and instruct the firm of Solicitors that any payment made in respect of my Recovery and Storage and Credit Hire claims be sent by the firm of Solicitors, payable to the respective Recovery and Storage company/Credit Hire company.

Client Care

- 20. I confirm that I have been advised that **PL Accident Claim Management Ltd.** operates a Client Complaints Policy and that in the event of submitting a written complaint, I will be forwarded a copy of the Client Complaints Policy document. I confirm that I have been made aware that a copy of the Client Complaints Policy document is available on the business's website.

PL Accident Claim Management Ltd. is a business working to the rules established in the 2006 Compensation Act and as such is regulated by the Claims Management Regulator in respect of regulated claims management activities and its authorisation number is CRM25020. The authorisation number can be checked on the Claims Management Regulator's website at www.claimsregulation.gov.uk.

Generally I am happy with the way I have been treated by **PL Accident Claim Management Ltd.** so far. I am also aware that **PL Accident Claim Management Ltd.** operates a complaints procedure and that any rights in this agreement are extra to the rights I have in English law.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THE ABOVE TERMS OF THIS CONTRACT PRIOR TO SIGNING THIS CONTRACT AND I FURTHER CONFIRM I AM AGREEABLE TO THE TERMS OF THIS CONTRACT AND TO THE AUTHORITIES THAT I HAVE PROVIDED TO THE FIRM OF SOLICITORS TO BE APPOINTED TO ACT ON MY BEHALF IN RESPECT OF MY CLAIM. I ALSO ACKNOWLEDGE THE RECEIPT OF THE NOTICE OF MY RIGHT TO CANCEL THE CONTRACT SET OUT ON PAGE 3 OF THE CONTRACT.

Signed.....Client)
[<<ClientFullName>>]

Dated

Signed.....
(On behalf of **PL Accident Claim Management Ltd**)

Dated

[TRANSLATION CLAUSE]

I am of the view that I am an appropriate person to translate the above Contract document to the above named <<ClientFullName>> ("Client").

I confirm that this Contract document has been read over and interpreted to the above named, **CLIENT**, by me, appearing to have thoroughly understood the contents, terms and implications of the above Contract document and has confirmed their express agreement to be bound by the said terms of this Contract document.

I can further confirm that the above Contract document was also signed by the above named **CLIENT** in my presence and that I also act as a witness to their signing of the above Contract document.

Signed:(Name of Interpreter) PLEASE PRINT NAME

Interpreter's Address:

Dated:

Notice of the Right to Cancel

"Consumer Contracts (Information, Cancellation And Additional Charges) Regulations 2013"

In accordance with the "Consumer Contracts (Information, Cancellation And Additional Charges) Regulations 2013" you have the right to cancel the **Contract** within **14 days** from the date as presented on the contract by completing the section below and returning to Insito Claims. The 14 day period is determined from the date outlined on the **Contract** till the date of serving notice of cancellation.

The notice of cancellation will be deemed to be served as soon as it is posted or sent to Insito Claims or in the case of an electronic communication from the day it is sent to Insito Claims.

Upon safe receipt of the "**Notice of the Right to Cancel**" document a member of staff from Insito Claims will contact you by telephone within **2 hours** in order to discuss any provisions already provided by Insito Claims which may include a replacement vehicle and or repairs to your vehicle. Cancellation of the contract will then be confirmed in writing and will be provided by hand or post within **24 hours**.

Due to factors out of Insito Claims and your control with regards to the "**Notice of the Right to Cancel**" document not being received or received illegible if sent by **Post, FAX** or **Electronic Mail** it remains your responsibility to ensure that Insito Claims are aware of your instruction to cancel the contract and therefore if you have not received a telephone call from Insito Claims within **24 hours** if sent by **Post** or **2 hours** if sent by **FAX** or **Electronic Mail** you are required to contact Insito Claims without any delay on **0208 940 0069**.

If further explanation or clarification of this document is required please either contact the **CLAIMS ADMINISTRATION** department as detailed below or seek independent legal advice.

You are not under any obligation to use the section below but it is your duty to ensure that the notice of cancellation that you send to us conveys your name, address, agreement number, signature and date of signing in order to ensure that it can administered without delay.

Acceptable methods of notifying Insito Claims of your intention to cancel the contract are by:

Post: Address as detailed below
Electronic mail: info@insito.uk

'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 person named below. You may use this form if you want to but you do not have to.

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT.)

Cut along dotted line and return to address below-----

TO THE CLAIMS ADMINISTRATION DEPARTMENT, INSITO CLAIMS, ASHLEY HOUSE, 86-94 HIGH STREET, HOUNSLOW, TW3 1NH.

I hereby give notice that I wish to cancel my contract under reference number: <<ClientRef>>

Name: <<ClientFullName>>

Address: <<ClientAddressOneLine>>, <<ClientPostcode>>

Signed:.....

Dated:.....