

Contact: Rachel Varrie  
T: 0151 909 6128  
E: RachelVarrie@sjs-legal.co.uk

20th January 2022

Dear

Re: Your Claim to Recover Undisclosed Commissions

Thank you for choosing SJS Legal to act on your behalf in relation to the recovery of Undisclosed Commissions paid in respect of Payment Protection Insurance (PPI) sold to you at the time of you taking a loan.

SJS Legal specialise in financial mis-selling claims and with our help and expertise we are confident that you will receive the best possible outcome with your case.

Your claim will be handled by a member of our Legal Team who deal exclusively with undisclosed commission and 'Plevin' claims. On receipt of your signed instruction, we will complete our initial investigations and once satisfied that you have a valid claim, we will contact the Lender concerned and progress your case as quickly as possible.

The next stage in the process is for you to sign and return the following document:

- Conditional Fee Agreement

The following documents are also enclosed to provide additional information about your claim and advise you of your right to cancel:

- Legal Costs Explained
- Notice of Right to Cancel
- Agreement regarding ATE Insurance

Please read through these documents carefully. If any of the information is incorrect or if there is anything that you do not understand, please contact us on 0151 909 6121 and a member of the team will be happy to assist you.

We look forward to hearing from you.

Yours sincerely

Rachel Varrie  
SJS Legal Limited

## Legal Costs Explained – No Win No Fee

SJS Legal will deal with your claim initially by way of a Conditional Fee Agreement (CFA). This is the most common type of funding agreement for claims of this nature. Once you have signed this agreement, we will then be able to start work on your claim.

A CFA is a 'no win no fee' type of agreement and once you sign this SJS Legal will not expect to be paid by you for any work undertaken should the claim be unsuccessful. It is however important that you keep to the terms of the agreement whilst your claim is ongoing.

How "no win no fee works"

If the case is lost, you do not pay us for the work we have done.

If you win and you receive compensation for your claim you will pay us 40% plus VAT of any sums or benefit you receive. We will not charge you a fee unless, and until, your claim is successful.

Should the case be lost, the "No Win- No Fee" agreement and an After the Event Insurance Policy we can organise on your behalf will ensure that you do not have to pay any of the legal costs incurred on your behalf, or any of your opponent's costs.

Our Basic Costs are calculated by reference to the actual time spent working on your claim. We charge our time at the following hourly rates:

Grade A Fee Earner/ Director	Grade B Fee Earner	Grade C Fee Earner	Grade D Fee Earner
£475.00	£375.00	£305.00	£255.00

Our estimates of Basic Costs are between £1,000 and £4,000 if your Claim settles before issue of proceedings, and between £5,000 and £60,000 if proceedings are issued and your claim settles before trial. Estimate of trial costs will be given 14 days before the commencement of trial. All estimates are exclusive of VAT.

### Disbursements

We may incur expenses on your behalf in bringing your claim e.g. Court fees, expert witnesses fees etc. Where the case settles early, some of these will not arise. Reimbursement to us of any expenses (except for court fees) will be deferred until the conclusion of the claim.

Clients in receipt of certain benefits or who are of very limited income are entitled to remission of court fees. Shortly before issuing court proceedings you will need to complete the remissions form (with our assistance) for submission to the court office where you are entitled to seek remission. We are not entitled to recover court fees from your opponent where you do not cooperate with the completion of this form or submit it to the court. We shall be entitled to deduct the cost of such fees from your Compensation, and charge you for such fees in any event, where that is the case.

Many expenses can otherwise be recovered from your opponent where the claim succeeds.

In your case we would anticipate the following expenses:

Nature of Cost	Amount (State if estimated)	When payable
Counsel fees	£1,000 to £15,000 (estimate)	In stages - Drafting pleadings & statements; advice; attending trial.
Expert fees	£700 to £4,500	Preliminary report before claim and Part 35 report during claim.
General expenses	£100 to £1,000	Throughout

It is not possible to predict actual cost on some expenses e.g. seeking reports from expert witnesses. Where we have stipulated an estimated amount, we will let you know the actual cost before incurring them. Court fees and fees charged by similar bodies tend to be revised from time to time.

# **SJS Legal (no win – no fee) Funding Agreement**

- (1) This agreement is a binding legal contract between you and your solicitor/s. Before you sign, please read everything carefully. This agreement must be read in conjunction with our Legal Costs Explained.
- (2) This agreement is a retrospective conditional fee agreement and imposes a liability on you to pay your solicitors for all work done by them on your case from the date you first instructed them as specified below.
- (3) The **Agreement** date is
- (4) If you are proceeding with a Litigation Friend because you are a patient, this agreement imposes a joint and several liability on both you and the Litigation Friend to pay our costs.

**We, the solicitors SJS Legal Limited t/a SJS Legal**

**You, the client**

## **What is covered by this agreement**

- (1) Your claim against the Defendant for damages in connection with your complaint or claim in respect of undisclosed commission, the financial mis-selling of, or any 'Plevin' claim.
- (2) Any appeal by your opponent.
- (3) Any appeal you make against an interim order.
- (4) Any proceedings you take to enforce a judgment, order or agreement.
- (5) Negotiations about and/or a court assessment of the costs of this claim.

## **What is not covered by this agreement**

- (1) Any appeal you make against the final judgment order.
- (2) Any counterclaim against you.

## **Paying us**

If you win your claim, you pay our basic charges, our disbursements, success fee and ATE Premium. You are entitled to seek recovery from your opponent of part or all of our basic charges and our disbursements, as set out in the document "Legal Costs Explained". We will use our best endeavours to recover maximum costs from the Defendant and their insurers

It may be that your opponent makes a Part 36 offer or payment which you reject on our advice and your claim for damages goes ahead to trial where you recover damages that are less than that offer or payment. If this happens, we will not add our success fee to the basic charges for the work done after we received notice of the offer or payment.

If you receive interim damages, we may require you to pay our disbursements at that point and a reasonable amount for future disbursements.

If you receive provisional damages, we are entitled to payment of our basic charges, our disbursements and success fee at that point.

If you lose you will not be responsible for the Defendant's costs unless the court specifically orders otherwise. The only reasons you will have to pay the Defendant's costs are if the court finds your claim is fraudulent, you fail to beat a Defendant's offer of settlement which we advise you to accept or the court finds your claim never would have had prospects of succeeding.

## **The Success Fee**

- (1) The success fee is set at 100% of basic charges.
- (2) The success fee cannot be more than 100% of basic charges.
- (3) There is a maximum limit on the amount of the success fee which we can recover from you.
- (4) The maximum limit is 40% plus VAT of the total amount of any
  - (i) General damages for pain, suffering and loss of amenity; and
  - (ii) Damages for pecuniary loss;

Which are awarded to you in the proceedings covered by this Agreement.

- (5) The maximum limit includes any success fee payable to a barrister who has a CFA with us.

### **Other points**

The parties acknowledge and agree that this agreement is not a Contentious Business Agreement within the terms of the Solicitors Act 1974 nor is it a Damages Based Agreement within the terms of the Courts and Legal Services Act 1990.

By signing this agreement you further expressly request and authorise that we should start work in relation to your claim immediately, with effect from the date you first instructed us. By doing so, you further acknowledge that in the unlikely event that your case concludes within the 14 day cancellation period referred to below, such that we are considered to have fully performed our service to you, and prior to any request by you to cancel the agreement in accordance with the cancellation provisions below, you will no longer be able to cancel this agreement. Should you not wish to make such a request, please let us know.

By signing this agreement you also confirm that you understand that if you choose to cancel this agreement within the 14 day cancellation period you will be liable to pay our reasonable costs, in accordance with the terms of this agreement, for the work undertaken up to the time we were informed of your decision to cancel the contract.

### **Signatures**

**Signed by the solicitor(s):**



**Sarah Schofield**

**Signed by the client or an agent on the client's behalf:**

**Date:**

**Signed by the client:**

**Date:**

## **NOTICE OF RIGHT TO CANCEL**

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 on which this contract is entered into.

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) to the below.

SJS Legal Limited  
2<sup>nd</sup> Floor,  
8 Water Street,  
Liverpool,  
L2 8TD

Telephone number 0151 909 6120

You may use the attached model cancellation form, 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.

### ***Effects of cancellation***

If you cancel this contract, the cancellation ends all obligations on you and us to perform this contract.

In the unlikely event that you have made any advance payments to us, we will reimburse to you all payments received from you without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

However, if you give us your express written consent to start work on your matter within the 14 day period, while you may still cancel the contract, you may have to pay for the work we have actually done. If within the 14 day period we have completed all the work you have asked us to do you will no longer have the right to cancel the contract and will have to pay for the work we have done.

## Third Party - Form of Authority

Client Name:	
Client Date of Birth:	
Client Address:	
National Insurance number:	

### Authorisation

I/We:

- Hereby confirm that SJS Legal are instructed to act on my/our behalf in respect of my/our complaint regarding undisclosed commissions. I/We hereby authorise any financial services firm (whether authorised directly by the Financial Conduct Authority or not), to correspond with SJS LEGAL directly in respect of this matter.
- Hereby authorise the Financial Services Compensation Scheme ("FSCS") and the Financial Ombudsman ("FOS") to correspond directly with SJS LEGAL in respect of this matter.
- Hereby authorise for my/our compensation cheque(s) to be made payable to SJS LEGAL.
- Hereby confirm I/we do not wish to receive any correspondence from any firm (whether directly authorised by the Financial Conduct Authority or not), the FSCS and FOS and/or any other party in relation to our complaint.
- I/we hereby authorise and request that any party SJS LEGAL write to, in respect of any application request for disclosure of documentation, whether in accordance with the Civil Procedure Rules or via a Data Access Subject Request (DSAR), disclose the documentation they hold and requested by SJS LEGAL which they deem relevant to my complaint/claim. This to include but not limited to my lender in respect of a mortgage/loan, the FSCS, FOS or any firm (whether authorised by the Financial Conduct Authority or not), Trustees, banks and any solicitors I/we have instructed in the past in respect of the matter or matters arising from these instructions and any additional companies who receive this authority form alongside a written request from SJS LEGAL.

**NAME:**

**SIGNED:**

**DATED:**



## Agreement regarding ATE Insurance

### What is ATE Insurance?

“After The Event” (ATE) legal expenses insurance is a policy of insurance to protect you against having to pay the other parties’ legal costs and disbursements.

### Why Might I need ATE Insurance?

In a significant number of cases, the other side will make one or more formal offers. If you reject the offer(s) and the final settlement (or Court award) does not exceed it, then you will have to pay a contribution to the other sides’ legal costs (known as “adverse costs”). This is on the basis that will not have “beaten” the other side’s formal offer. This adverse costs liability cannot exceed the value of your damages, but could well take up most if not all of them. If your case goes to a Trial and it is unsuccessful the Court may order you to pay the other sides costs and disbursements. The ATE insurance will give you peace of mind, as it would pay out and cover you for these adverse costs in such circumstances, as long as you follow our advice on any offer.

### Example to show the real benefits in taking out an ATE policy:

- For example if your claim was valued at £10,000-12,500. We would put forward an offer to the other side at £11,250.
- The other side offer £10,500. We advise you reject the offer, on the basis we feel the judge will probably award you more.
- At court, you are awarded £10,500.00 or less. There is always a risk that the judge will make a low award – it happens!
- If you had no ATE insurance, you will have to pay the adverse costs out of the damages set out above. The adverse costs would take up most of the award, possibly all of it.
- If you have ATE insurance, then the ATE insurer will pay the adverse costs and you will receive your full award for damages, less your ATE premium and up to 40% plus VAT contribution towards your own costs.
- Therefore, a real benefit for taking out an ATE policy is to give you peace of mind, and to avoid you feeling under pressure to accept low offers simply because of the potential “adverse costs” risks.

### Will I have to pay the premium?

You don’t have to pay anything up front, but if the claim succeeds the cost of the premium maybe be paid from your damages (separate to any contribution you may have towards your own legal fees). If it is not recoverable from the other party, if your claim does not succeed, then you will not have to pay the premium.

Unless we have said otherwise in the documents above, we advise that you purchase an ATE policy. If you do not wish to accept our advice, and do not wish to take out such a policy, please confirm this in the ‘Declaration’ section below.

Declaration

I/We, ..... confirm that I/we

Authorise SJS Legal to take out an ATE policy on my behalf

OR

Do not want to take out an ATE policy because I have sufficient alternative legal expenses cover.  
Namely a policy with ..... with a policy reference number of  
.....

OR

Do not want to take out an ATE policy (Note - If you state that you do not want such a policy we will telephone you upon receipt of the signed documents to ensure that you understand the potential risks)

We will confirm the cost of the ATE policy at a later date once we have fully assessed the value and merits of your claim.

Name .....

Signed .....

Date .....