

## Terms and Conditions

### Using our services

1. Clear Your Mortgage (CYM) has designed their website(s) and any printed or electronic media, with the intention of providing you the general public with a source of information regarding the potential filing of a dispute against your Bank/Lender (and/or their Independent Financial Advisor if applicable) and who introduced/arranged you a secured mortgage/loan.
2. Whilst CYM endeavour to maintain their website(s) or any printed/electronic media current in respect to the information contained therein and as up to date as possible, they cannot accept any liability or responsibility for any mistakes or omissions thereto.
3. The content of the website(s) and/or printed/electronic media is for general information and guidance purposes only, together with the offer of CYM services to those who feel they need assistance with a declared fixed cost for the provision of such services. Specific, individual cases may require a unique approach to such services, as circumstances of particular situations can and will differ from person to person, however, no additional costs will be applied or charged without prior written agreement from the client.
4. We will be happy to discuss the specifics of your situation with you and, for the sake of avoidance of errors, such discussions shall only be conducted in writing via email and/or written correspondence, if and when you instruct us and/or our legal case management associates to act on your behalf. CYM formally advise you that you should always consult a legal specialist before deciding to take, or not to take, legal action and will continue to remind and advise you of this important aspect throughout our dealings with you.
5. By using the CYM website(s) and/or any printed or electronic media provided by CYM, and the information contained within, you agree to be bound by these our terms and conditions of use. In particular, we will not be liable for any losses, damages (whether direct or indirect and including without limitation, loss suffered as a result of breach of these terms which is not a foreseeable consequence of the breach, lost profits, lost opportunity, goodwill, loss of contracts, increased costs or expenses) arising out of the use or inability to access the information on the website(s), or as a result of any errors or omissions on the website(s) or in any printed or electronic media.
6. CYM do aim to make sure that the website(s) is/are operational 24 hours a day, but cannot guarantee this, as there are aspects pertaining to the operation of the site that are beyond our physical control and if needed, we may suspend access to the website(s) at any time and for any reason and without notice.
7. CYM and the information contained on their website(s) or in any printed or electronic media provided by CYM does not provide legal advice or make any offers of any sort other than the provision

of services which are detailed and are provided at a fixed cost declared in advance. By using the CYM site(s), you agree that you are not relying on the information in the site, or any printed or electronic media provided by CYM and any content therein and that at any point you may take independent professional advice if you so choose to do so.

8. CYM cannot accept any liability for any viruses that may be downloaded as a result of using their site(s) or any site to which you may be linked to by such use, although we do aim to ensure that the website and any links are free from viruses.
9. CYM make no warranties, promises or guarantees, in relation to the content of any sites that are linked to /from their website(s) unless they are directly controlled by CYM and as such, we cannot accept any liability for any such sites.
10. All intellectual property rights and copyright in the material on their website(s) and any/all printed or electronic media belongs to CYM, unless otherwise stated.

### Important Information for You

1. Clear Your Mortgage is the Trading name of The Injury Centre Ltd. CYM is a legal review and administration service provider and is not providing or carrying out any activities regulated by the Financial Conduct Authority (FCA) and is not authorised to carry out any such activities. CYM will conduct (if instructed) each or any/all of the administrative tasks and services as published under the Step 1 Process (Legal Opinion) and act purely as validation and repudiation specialists.
2. Information provided herein on the CYM website(s) and in the printed and electronic media provided by CYM is for general information only.
3. Any/all such activities are, for and on your behalf, and are subject to the fixed administration costs as published and agreed to be paid prior to CYM carrying out their instructed task(s).
4. Any reports or opinions may be obtained from related or unrelated external parties which may include solicitors who are either regulated and conduct their activities under the guidance and control of the Solicitors Regulation Authority (SRA) or exempt from same if such matters are deemed appropriate, without any additional charges or costs to you
5. CYM will review and provide the aforementioned summary reports on the mortgage/loan documentation provided by you and/or your Bank/Lender and will handle

## Terms and Conditions

- your potential complaint about your Bank/Lender and/or their appointed Independent Financial Advisor (IFA) relating to the potential mis-selling of your Mortgage and/or related Loan(s) secured on your property, and/or any related matters regarding the disclosure and subsequent use by your Bank/Lender of a Power of Attorney or similar authority conveyed by you to the Bank/Lender with potential legal and regulatory breaches thereto resulting in you being capable of making an informed decision whether to pursue a dispute resolution or not against your particular Bank/Lender and no other matters unless related thereto
6. By instructing CYM you are agreeing to waive your immediate right to submit a separate compensation claim for mis-selling against any IFA who advised you on this mortgage/loan for the time being or at least until your dispute has been resolved. You will retain all rights thereafter, in the event that you do not obtain a successful outcome from the Bank/Lender and may, at your sole discretion, pursue a compensation claim in the future against the IFA, such matters may or may not be administered by CYM and/or its referral partner firms.
  7. A successful outcome is agreed to be the release of a substantial percentage (i.e. more than 60%) of the outstanding balance of any mortgage/loan as a minimum event, and/or the release or partial release or reduction of the charge(s) registered at the Land Registry thereto, with any/all additional benefits being considered successful in any respect.
  8. Your decision to continue your case against your Bank/Lender after you file a Formal Dispute per the CYM – Step 2 (Dispute Process) in whole or part, is and shall remain at your sole discretion throughout, as would any further action(s).
  9. If so instructed CYM under the Step 2(Dispute Process) will submit your Formal Dispute paperwork to your Bank/Lender via their standard complaint process and in accordance with the CYM published terms & conditions thereto.
  10. As published and stated at the point in time where the Formal Dispute is to be filed, CYM will, at your option, refer you to a panel of solicitors or other legal professionals who are prepared to undertake to represent you on a Contingent Fee Agreement (CFA) – No Win No Fee basis. Thereafter you may choose to instruct them or not as the case may be.
  11. If you choose not to instruct them, it is strongly advised that you appoint your own independent legal advisors on this important matter.
  12. CYM will no longer represent you following the completion of the Step 2 formal filing submission(s), and no further administrative or additional fees or charges shall be incurred by you from CYM.
  13. If any of the administrative aspects of the CYM Step 1 to Step 2 Process prove to be unsuccessful we will at our sole discretion refer your case to the Financial Ombudsman Service and/or independent arbitration (if appropriate) for adjudication at no extra cost to you, this will only be actioned should CYM feel that such a referral has a reasonable probability of success.
  14. We and/or any of the CYM panel of solicitors will not use the Court Service and will not risk costing you any money other than our agreed fixed administration charges, detailed for each of the CYM Step 1 to Step 2 Processes (See Below) unless your case has a high probability of success.
  15. Once you sign/accept these terms and conditions which shall and will be considered a formal agreement, we will commence the specific instructions relative to the specific individual Step 1 (Legal opinion) or Step 2 (Dispute Process) instructed, each being a separate instruction, and each being independently charged in respect to the relevant fixed charge(s) for the stated CYM services for each Step as detailed below, unless such charges are waived by CYM as agreed under separate writings.
  16. Prior to your instructions being accepted, and you being able to authorise payment via the CYM secure payment system, you or your authorised representative must complete and submit the Mortgage Securitisation Claim Form as an integral part of the initial instruction.
  17. CYM is not capable of proceeding without the basic and accurate client information which only you can provide.

### **Your Obligations to CYM**

1. Understand that telephonic contact with CYM is always available and any/all queries MUST be via email or written communication, if your case is being administered via an Affiliate they will provide any direct contact facilities and will either answer your queries or obtain the correct response from CYM.

## Terms and Conditions

2. To Monitor the progress of your case by secure access to your own specific file on the Legal Administration Review System (L.A.R.S.) where you will be given secure User Name and Password for immediate review of any/all relevant correspondence and related activities.
3. Understand that the L.A.R.S. automated back office sends an SMS text to you when any new information or activity is carried out so you are able to have a current and accurate understanding of where each instruction is at any time 24/7 and as such will not receive and direct correspondence, unless such is deemed appropriate by CYM.

### Fees & Services Provided by CYM

The following is a detailed overview of each of the CYM 2 Step Processes with full details of the services and costs thereto for each Step.

#### CYM Step 1 (Legal Opinion) - Process Terms & Conditions

**Step 1 – Legal Opinion:** Formal Subject Access Request to the Bank/Lender & Review of Mortgage/Loan Documentation once received etc.

Obtain and furnish you with a legal review report upon completion, along with a recommended course of action. (Estimated time frame 3 to 4 months from initiation)

Fixed Administration Charge – £260.00

1. CYM will handle your potential complaint about your Bank/Lender for the potential mis-selling of your Mortgage and/or related Loan(s) secured on your property and/or any related matters regarding the disclosure and subsequent use of a Power of Attorney or similar authority conveyed by you to the Bank/Lender and no other matters unless related thereto.
2. You or your authorised representative or CYM Affiliate/Partner MUST complete and submit the Mortgage Securitisation Client Information Form (which you can find on the sign up section of the CYM website) as an integral part of the initial instructions which if not completed correctly will not permit the 'Proceed to Payment' instructions to action and the Acceptance of Terms & Conditions section.
3. You and/or your authorised agent must sign and/or

indicate 'Acceptance of Terms & Conditions (this document) and make the correct payment via the secure payment portal which will register you as a CYM Step 1 Legal Opinion client.

4. A text will be sent following payment acceptance advising you of the secure CYM log on user code and password allowing you to view any/all documentation held by CYM on your behalf including but not limited to emails; letters and copy documentation relevant to your mortgage/loan.
5. An email with an invoice attached showing full payment will be sent immediately following receipt of payment by CYM.
6. The email will provide specific instructions relative to your particular case regarding the mortgage documentation required by CYM for review or submission together with a formal authorisation letter to your Bank/Lender appointing CYM as your agent in this matter.
7. You are required to sign the authorisation (where required) and then either scan (preferred) or photocopy same together with a recent mortgage statement and a valid photo ID either passport or drivers licence and send the scan/copy of all documents to CYM without delay.
8. Within 72 hours from receipt of the relevant authorisation and ID/mortgage documentation CYM will prepare a formal Subject Access Request and send it via our legal case managers to your Bank/Lender by registered mail for and on your behalf (together with the statutory filing fee of £10.00).
9. The Subject Access Request will contain a stipulation that it is to be returned in an electronic form with a request for formal acknowledgement of receipt and the statutory 40-day window for compliance.
10. A copy of the request will be attached to your file for your review with a text sent to advise you to look for same.
11. If after a 7day period has elapsed the Bank/Lender has not responded and acknowledged receipt of the Subject Access Request CYM will prepare and send a second recorded delivery letter on your behalf stating that the statutory 40-day window for

## Terms and Conditions

- compliance will commence upon the date of receipt.
12. A copy of the request will be attached to your file for your review with a text sent to advise you to look for same.
  13. If the Bank/Lender requests further information or clarification regarding the Subject Access Request CYM will either respond for and on your behalf in the appropriate manner or if required will request any additional information as advised by your Bank/Lender via email with a text to you for action.
  14. You are advised that a prompt response to any such valid request is essential as the 40-day window does not commence until your Bank/Lender is in possession of any/all reasonable requested information.
  15. If CYM is of the opinion that the Bank/Lender's request is frivolous or vexatious they will respond accordingly and refuse to comply for and on your behalf and state that the 40-day window must now commence.
  16. A copy of all correspondence will be made to your file and a text sent to you to advise you to review same.
  17. If CYM receives the Subject Access Data file as requested within the 40 statutory day window the content will be reviewed by CYM and the relevant sections highlighted for further analysis by the CYM paralegal staff and/or external legal professionals as deemed appropriate by CYM.
  18. From the summary and analysis reports now available on the mortgage documentation and additional data relative to your mortgage CYM will draft and submit a formal request for an opinion letter to advise you of their findings with recommendations for further action or not as the case may be.
  19. A copy of the report and opinion will be attached to your file for your review with a text sent to advise you to look for same, attached to the report will be a list of options which you may now make an informed decision about regarding any further action.

This will conclude the entire instructed agreement relative to the Step 1 Legal Opinion Process and no further liability shall be remaining to either CYM or you unless you choose to further instruct CYM relative to Step 2 matters, this being a separate and distinct agreement under the terms and conditions relative to the new instruction.

### Cancellation

1. Any/all such activities are for and on your behalf and are subject to the fixed administration costs as published and agreed to be paid prior to CYM carrying out their instructed task(s). You, as a client, have a statutory 14 day cooling off period during which time you may cancel your instructions without any reason being given and a full refund of 100% of the fixed administration charge(s) will be given. Your instructions to terminate the agreement may be given in writing.
2. If you choose to terminate the instructions after the 14 day cooling off period has expired, you may do so in writing and CYM will immediately cease to act for you. Any/all documentation will be either filed for safe keeping or destroyed with an electronic copy retained for a period of six (6) years from the date of termination. Any refund shall be calculated deducting any actual direct cost(s) incurred together with a modest hourly administration charge of £25.00 per hour + VAT, which will be itemised and invoiced accordingly, with the balance amount refunded within 14 days from the date you terminate the instructions.

### Data Protection

All of your data is controlled and processed in accordance with the Data Protection Act 1998 and will be used to help us pursue your complaint. Your files are kept for 6 years and will be returned to you upon request. CYM reserves the right to charge a fee for the recovery.