



## **FINANCIAL SERVICES AND FINANCIAL PRODUCTS COMPLAINTS**

### **GENERAL TERMS AND CONDITIONS**

#### **1. Introduction**

- 1.1 Congruent Actuarial Limited whose registered office is at 141-142 Fenchurch Street, London, EC3M 6BL is regulated by the Financial Conduct Authority in respect of regulated claims management activities. Our firm reference number is 831289.
- 1.2 We offer a service for consumers and businesses in the United Kingdom who have a complaint against a firm ("the respondent") about a financial service or a financial product :
  - 1.2.1 where the consumer or business has not yet submitted a complaint to the respondent, or
  - 1.2.2 where the consumer or business has submitted a complaint to the respondent but has not yet received an offer to resolve the complaint, or has had the complaint rejected, or has received an offer but has not yet decided whether to accept it, or
  - 1.2.3 where the consumer or business is considering what further or alternative processes might be available to have the complaint resolved, or
  - 1.2.4 where the consumer or business has already started a further or an alternative process eg a referral to the Financial Ombudsman Service or litigation, or
  - 1.2.5 where the consumer or business has appointed somebody to advise and represent them with their complaint but wishes to change the appointment
- 1.3 Our service is for complaints where the resolution sought for the complaint is monetary compensation or, additionally or instead, compensatory rectification of the financial service or the financial product.
- 1.4 We are willing to consider providing our service outside the United Kingdom if we have or are able to acquire the required knowledge and information and we judge our expertise to be adequate in the circumstances. The service would not be a regulated claims management activity.

## **2. Our service**

- 2.1 Our service consists of determining fair and reasonable compensation for our clients, and representation of our clients in seeking compensation from the respondent or through a further process or an alternative process eg referral to the Financial Ombudsman Service or litigation respectively.
- 2.2 Where we are appointed after our client has received an offer of compensation our service will include advice on whether the offer should be accepted or not and, if not, advice on challenging the offer and on what further or alternative processes are available and what they might be able to achieve.
- 2.3 Our service will include :
  - 2.3.1 the initial consideration of your complaint and providing you with an assessment of the risk in proceeding and our assessment of your chances of success
  - 2.3.2 determination of what additional information is required and, if you do not have that information, advising you how to obtain it or requesting it on your behalf
  - 2.3.3 advice on what is fair and reasonable compensation and advice as to whether the compensation should include further amounts such as consequential losses
  - 2.3.4 advice on further or alternative processes that might be available to have the complaint resolved including associated risks, delays and costs
  - 2.3.5 preparation and submission of your complaint to the respondent, or to the Financial Ombudsman Service or an alternative scheme, or by starting litigation (see paragraphs 2.8 to 2.13 for further details of this process), putting forward arguments for fair and reasonable compensation on your behalf and management of your case on your behalf; in the event that your complaint against the respondent is referred to the Financial Services Compensation Scheme or other guarantor we will assist you in a similar manner
  - 2.3.6 assistance in checking any calculations of compensation offered to you; if insufficient details are provided to enable checking we will assist you by preparing and submitting a request for explanation of the calculations or, if that fails, we will assist you by preparing and submitting alternative calculations so that the results can be compared
- 2.4 In providing our service we may determine that it is appropriate for us to prepare a written report on our findings and recommendations. We will retain title in this report and it may not be used for any other purpose without our consent.

- 2.5 We will act in your best interests at all times and will not pursue a complaint where we consider an offer of compensation that you have already received is fair and reasonable. Our service is designed to ensure that you receive fair and reasonable compensation and not to seek to recover enhanced compensation. We will therefore advise you if an existing offer is fair and reasonable. We will not pursue a complaint where we do not have the appropriate expertise – we will inform you at the earliest opportunity if that is the case. In some circumstances we may require legal, specialist or expert advice and we may call upon other professionals to assist in this matter but we will only do this with your agreement.
- 2.6 If you are an “eligible complainant” for purposes of the rules under which the Financial Ombudsman Service operates, and the fair and reasonable compensation to which you are entitled is no greater than the limit of their financial jurisdiction, you may gain nothing by the use of our service and you may secure the correct compensation without incurring any fees for using our service. We will advise you whether, in our opinion, this appears to apply to you, based on the information that you have provided to us, and if as a result of additional information our opinion alters we will inform you immediately.
- 2.7 In pursuance of our duty to act in your best interests at all times, we will only ever advise you to pursue a complaint if it is in your interests to do so. We will also advise you immediately and at the earliest opportunity in the initial consideration of your complaint if your complaint appears to be fundamentally flawed and unlikely to succeed.
- 2.8 If you receive an offer that we consider to be fair and reasonable we will advise you to accept the offer and we will provide you with our reasons for you to do so. If you choose not to accept the offer you will still be liable for our fees. If you do not receive an offer of compensation, which we believe to be fair and reasonable, after you have exhausted the complaint processes of the respondent and, if applicable, the Financial Ombudsman Service or an alternative scheme, you may wish to consider litigation. The process is different if the complaint can be pursued under the courts’ small claims procedure (usually up to £10,000).
- 2.9 If litigation can be pursued under the small claims procedure and this is what you decide we will provide the assistance that you need including providing the documents required, and attending the court hearing with you (you will need the permission of the court but that is usually a formality). After your small claim has been served on the respondent it may be appropriate to use the small claims mediation service to seek to resolve the matter before a court hearing – we will advise and assist you with that. We will advise you on the costs you may incur. If, as a matter of expediency, we agree to pay any of these costs you will be responsible for reimbursing us.

- 2.10 If the complaint cannot be pursued under the small claims procedure litigation is potentially very expensive, and with the risk of having to pay the respondent's costs if you withdraw the claim or lose. We can arrange for and brief a lawyer to seek to ensure you are fully informed to make your decision whether to proceed – although we can ensure, together with the lawyer, that you have the advice that you need this has to be solely your decision. You will have to pay the lawyer's costs. If, as a matter of expediency, we agree to pay these you will be responsible for reimbursing us.
- 2.11 Litigation (other than through the small claims procedure) requires the appointment of an authorised litigator to conduct the litigation - this function is defined in the Legal Services Act 2007 as a "reserved legal activity". With your agreement an authorised litigator may be appointed by you and us under a tri-partite agreement. We will brief, and provide administrative and expert support to him. You will be responsible under the tri-partite agreement to pay the costs of the authorised litigator and they may include disbursements he makes. In addition there may be other costs arising from the litigation that he notifies you are your responsibility, including costs of the respondent.
- 2.12 If you are considering, or have decided on, starting litigation (other than through the courts' small claims procedure) we can, with your agreement, advise you on possible litigation funding and insurance options in regard to your liability – see paragraph 2.11; we may call on a member of our group of companies or elsewhere for their risk advisory and insurance intermediation services and you may have to enter into a separate contract with them.
- 2.13 We need to point out to you that in accordance with the provisions of the Legal Services Act 2007 a lawyer who conducts litigation or exercises the right of audience in the courts has a duty to the court in question to act with independence in the interests of justice. We, however, will continue to act in your best interests.
- 2.14 We will never request or arrange that any compensation or other money payable to you is paid to us. If any such money is paid to us we will immediately transfer it to you.
- 2.15 We will provide our opinion on any alternative product offered by the respondent as compensation.

### **3. Contract**

- 3.1 A legally binding contract between you and us will commence when you sign and return the Acceptance Form (or you indicate acceptance in any other way that we accept).
- 3.2 Before you sign the Acceptance Form you **must** read through these General Terms and Conditions. If you have any questions concerning them please ask us.

- 3.3 You should keep a copy of these General Terms and Conditions for your records.
- 3.4 Once we and you have entered into a contract we will normally start providing our service to you after 14 days.
- 3.5 You have the right to cancel this contract within 14 days ("the Cooling-Off Period").
- 3.6 Our aim is to always provide you with our service :
  - 3.6.1 using reasonable care and skill
  - 3.6.2 in compliance with The Actuaries' Code, which is made up of high level principles which have the aim of protecting the public interest
  - 3.6.3 in compliance with commonly accepted practices and with procedures and standards imposed by the Financial Conduct Authority
  - 3.6.4 in compliance with laws and regulations in force at the time we carry out our service
- 3.7 Unless we agree otherwise, we will provide our service on normal working days and start work no later than 9am and finish work no earlier than 5pm. A normal working day for us means Mondays to Fridays, excluding any bank or other national holidays.

#### **4. Your obligations to us**

- 4.1 You will, on our behalf, submit a Subject Access Request to the respondent to obtain initial disclosure of documentation to allow us to carry out the initial consideration of your matter, unless we are satisfied that you are able to provide all the information that we require without this step being necessary. You will be required to pay any required fee to the respondent for this information and the respondent does not have to provide this initial disclosure by return (although he must comply with rules for the time allowed). The procedure applies to consumers, may apply to sole traders and members of partnerships, but usually does not apply to other businesses eg companies.
- 4.2 In addition, in order that we can provide our service you will be responsible for providing us with the following upon request :
  - 4.2.1 all the information that we require - however we will explain what matters could affect the calculation of compensation and assist you to identify the required information

- 4.2.2 access, if necessary, to your advisers (including legal advisers) and (if applicable) access to all the appropriate officers, employees, and agents of your business
- 4.2.3 written authority to represent you when we provide our service, in a form suitable for providing to the respondent, and to your agents or advisers or others that may be applicable or to the Financial Ombudsman Service or Financial Services Compensation Scheme
- 4.3 You will provide sworn and oral testimony under oath when it is required and answer questions on your testimony. You will attend any hearings that are required.
- 4.4 Payment of costs to be incurred by any of the people or firms to whom we require access will be your responsibility. If, as a matter of expediency, we agree to pay any of these costs you will be responsible for reimbursing us.

## **5. Charges and expenses**

- 5.1 We will make charges for using our service and there may be expenses incurred by us which you must pay - explained in this paragraph 5.
- 5.2 When this contract has commenced you will be considered to have agreed to our charges and expenses, subject to the limited right to cancel provided in these General Terms and Conditions.
- 5.3 The work to provide our service to you will be assessed by us and assigned to one or more staff according to the level of skill and experience necessary. Work will be delegated where it can be, subject to ensuring that the required quality of work is achieved. Work will be subject to checking and to formal peer review where appropriate and this work will be included within the work to provide our service
- 5.4 Time spent by each member of staff engaged will be recorded as it takes place in an electronic "daily recording system" with a description of the work being undertaken and the length of time taken for each working session. The recording system is subject to internal audit so that we can be satisfied that the records are correct.
- 5.5 Travel and subsistence expenses (if these are necessarily incurred in making visits) will be recorded similarly. Business mileage is charged at 45p per mile (as at 1 January 2019) – this rate is reviewed each 1 January and may be increased.
- 5.6 We will provide a list of the staff engaged on the work and their hourly charge-out rates, which depend on seniority. Rates are reviewed each 1 January and may be increased.

- 5.7 If it is necessary for us to incur other expenses, including costs in accordance with paragraphs 2.9, 2.10, or 4.4, we will seek your specific agreement to them (unless they fall within an agreed fixed cost in accordance with paragraph 5.10).
- 5.8 If you start litigation (other than through the courts' small claims procedure) you will be liable under the tri-partite agreement for all the costs referred to in paragraph 2.11. We will not pay or accept responsibility for those costs.
- 5.9 We will provide an estimate of the amount of work and the charges and expenses and update that from time to time or whenever agreed limits are reached.
- 5.10 If, instead of the arrangements stated above, you wish charges to be fixed in advance or some other charges basis to apply we will suggest a Statement of Work for that part of the work for which we are willing to do this, for your approval. The Statement of Work may break the work into stages and charges will be invoiced as each stage is completed. Charges and expenses not covered by the Statement of Work will be determined in the usual way stated above.
- 5.11 This contract will come to an end when you have received compensation, or when there are no further processes available to obtain compensation, or the only process available is litigation and you have decided completely to abandon any litigation options, or on one of the termination events in paragraph 15. You will remain responsible for payment of charges and expenses incurred before termination.
- 5.12 All amounts stated are before addition of VAT (unless stated to include VAT). VAT will be added to all invoices, at the rate in force at the time the invoice is issued (unless proof has been provided to us that VAT is not payable).

## **6. Invoices and security deposits**

- 6.1 We will send you invoices at the end of each calendar month (or, where a Statement of Work applies, when stage payments become due) and on termination of this contract.
- 6.2 We may request a security deposit at any time after the commencement of this contract.
- 6.3 You should pay any amount requested as a security deposit and pay our invoices within 14 days of receipt.
- 6.4 If you have any queries about any request for a security deposit or about any invoice you receive please contact us immediately.

## **7. Payment of Third Party Commission**

- 7.1 If you were referred to us as a client we may have paid a referral fee. Where this is the case we will confirm the nature and terms of the referral, the name of the referrer and the amount paid.

## **8. Default**

- 8.1 If you fail to make payment we may charge you interest at a rate not exceeding 3% per annum above the base rate of Barclays Bank plc applicable from time to time on any outstanding amounts if those outstanding amounts remain unpaid for more than 14 days from the date of our invoice or from when we asked you first to pay them.

## **9. Communicating with us and Electronic mail**

- 9.1 You are able to contact us by telephone (our contact number is 020 3143 3150) however, for important matters we suggest that you write and send any communications by email to a client-specific email address that we provide or, failing that, to [team@mycongruent.com](mailto:team@mycongruent.com) or by post to Congruent Actuarial Limited, 141-142 Fenchurch Street, London, EC3M 6BL. Our preference is to communicate by email because it enables us to communicate more quickly with our clients (and also for clients to correspond with us more quickly). If we are sending sensitive information we put it in an encrypted letter attached to an email.
- 9.2 However, not every client finds this method of communication acceptable. Some have concerns about who might see such correspondence and not every client has systems in place which ensure that only the addressee of an email will see it. Please advise us if you do not wish to correspond by email.
- 9.3 Our address for service of notices is Congruent Actuarial Limited, 141-142 Fenchurch Street, London, EC3M 6BL or by email to [team@mycongruent.com](mailto:team@mycongruent.com). If we wish to send you a letter or notice we will use the address you have given us for correspondence.

## **10. Data protection**

- 10.1 By your agreeing to Congruent Actuarial Limited acting for you, you are consenting, in accordance with the General Data Protection Regulation and the Data Protection Act 1998, to Congruent Actuarial Limited processing your data for the purposes of providing our service. No information concerning you or the matter with which we are dealing with on your behalf will be disclosed or passed onto a third party without your specific authority (subject to the proviso set out in paragraph 12.1 below).

## **11. Proof of identity**

- 11.1 The law requires us to obtain satisfactory evidence of the identity of our clients. We shall be grateful if you will provide us with documents to verify your identity and address. Please provide your current valid passport or photo driving licence together



with a second form of identity (such as a utility bill, bank statement) which shows your current address and which is not dated more than 3 months prior to the date we ask for evidence of your identity. If you are unable to fulfill these requirements please let us know and we can discuss ways for you to provide alternative means of identity. If you are a business, these requirements will apply to each individual who deals with us on behalf of the business (such as directors, managers and employees).

## **12. Confidentiality, money laundering and proceeds of crime**

12.1 We are under a legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception: legislation on money laundering and terrorist financing has placed us under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where we know or suspect that a transaction on behalf of a client involves money laundering, we may be required to make a money laundering disclosure. If this happens, we may not be able to inform you that disclosure is made or of the reasons for it because the law prohibits this.

## **13. Insurance and liability**

13.1 You acknowledge and agree that if you wish to make a claim relating to or in connection with our service, the claim can only be brought against Congruent Actuarial Limited and not against the individual members, officers, employees or agents. We believe this is reasonable as it corresponds to modern business practice and that Congruent Actuarial Limited has in place indemnity insurance. For these purposes :

13.1.1 "Claim" means any claim whether arising out of this contract or otherwise, and whether such claim is in contract, tort, breach of trust or on any other basis

13.1.2 A barrister or solicitor that we have engaged in accordance with this contract is responsible for the service he or she provides and you may only bring a claim against Congruent Actuarial Limited for the service that we have provided as distinct from services provided by the barrister or solicitor

13.2 We do not exclude or limit liability for our negligence or negligent omission which causes you personal injury or death.

13.3 We shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequence of a breach of this contract. In the event that any loss or damage suffered by you relates to your business activities then we exclude all liability and in particular we exclude all liability for loss of profits or other economic loss arising from a breach of this contract.

## **14. Storage of papers and documents**

- 14.1 We are entitled to keep all the papers and documents generated by us or received from you or other persons (including original documents) if some or any sums owing by you to us have not been paid at the end of our work on the matter or after the termination of this contract.
- 14.2 We normally keep papers for no more than 6 years (except for those you ask us to return to you). We keep the papers on your acceptance that at the end of 6 years after the date of the final invoice we sent to you we have your express authority to destroy the papers. However, we will not destroy papers you have expressly asked us to deposit in safe custody.
- 14.3 We do not usually charge for retrieving papers or documents held in storage where you are providing continuing or new instructions. We may charge (based on the time we spend in producing stored papers or documents) for producing them to you or to another person at your request.

## **15. Termination**

- 15.1 You are able to cancel this contract up to 14 days after signing. This period is referred to in these terms and conditions as the "Cooling-Off Period" and, where you cancel this contract within the Cooling-Off Period, you will not have to pay anything for our service. Any payment you have made to us will be returned to you.
- 15.2 You can withdraw from this contract at any time after the expiry of the Cooling-Off Period by writing to The Directors, Congruent Actuarial Limited, 141-142 Fenchurch Street, London, EC3M 6BL or by email to the following email address namely [directors@mycongruent.com](mailto:directors@mycongruent.com) or by any other clear means. However, if you have not paid all the sums owing to us, we are entitled to keep your papers and documents until you do so. The charges and expenses for which you are liable for the period before withdrawal will be determined in accordance with paragraph 5.
- 15.3 We will only stop acting for you when we have a good reason to do so; for example :
- 15.3.1 if we come to a decision that your claim appears to be fundamentally flawed and unlikely to succeed, or
- 15.3.2 if you do not pay one or more of our invoices, or
- 15.3.3 if you do not pay a security deposit promptly when you are required to do so, or
- 15.3.4 if you fail to meet your obligations to us as set out in paragraph 4 and accordingly we are unable to provide the service to you, or

15.3.5 if you provide instructions which are unreasonable or would require us to breach a professional rule, or would require a barrister or solicitor that we have engaged to breach a duty to the court, or involve the commission of a criminal offence

15.4 If we decide to stop acting for you we will give you reasonable notice that we are to stop acting. The length of the notice will depend on the circumstances.

15.5 If you have not paid all the sums owing to us, we are entitled to keep your papers and documents until you do so. The charges and expenses you will pay if we stop acting for you will be determined in accordance with paragraph 5.

## **16. Complaints about our service**

16.1 We will comply with the requirements of the Financial Conduct Authority in the Dispute Resolution: Complaints chapter of its handbook including, if you meet the requirements of an eligible complainant to submit a complaint to the Financial Ombudsman Service and comply with any time limits, complying with any award made in your favour.

## **17. Further instructions and amendments to this contract**

17.1 If you provide us with further instructions concerning other matters, these General Terms and Conditions will apply, unless we agree otherwise.

17.2 We will have the right to amend the terms and conditions of this contract where :

17.2.1 we need to do so in order to comply with changes in the law or for regulatory reasons; or

17.2.2 we are changing the rates we charge for the provision of our service; or

17.2.3 we need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of this contract), as long as such correction is minor and does not materially affect this contract

17.3 Where we are making any amendment we will give you 30 days' prior notice (unless this contract is terminated before that period).

## **18. Website**

18.1 The provisions of this paragraph 18 relate to the use of our Website.

18.2 If we have agreed that you can access online progress reports concerning your matter through our Website, the password we provide to you must be kept safe, secure and secret. If you no longer require access to online progress reports please let us know by email or in writing.

- 18.3 All information and publication on our Website are protected by copyright and belong to Congruent Actuarial Limited. You may print or download extracts of such information or publication from our Website for your personal review. You may also copy such information or publication from our Website to third parties provided that :
- 18.3.1 the copy is accurate
  - 18.3.2 the copy is provided free of charge
  - 18.3.3 you acknowledge us as the source of the material
  - 18.3.4 this copyright notice and any other proprietary notice which we may include in the publication or on our Website from time to time is prominently displayed; and
  - 18.3.5 you inform such third parties that they must comply with the copyright notice and the applicable proprietary notices
- 18.4 Save as expressly permitted above the copying and reproduction of any material from our Website or any incorporation of the same into any other material in any media or format of any kind is strictly prohibited.
- 18.5 All rights are reserved.
- 18.6 We make no representations warranties or guarantees of any kind in respect of any information and publication made available to you on our Website. To the maximum extent permitted by law we expressly exclude all representations warranties obligations and liabilities arising out of or in connection with all such information and publication on our Website.
- 18.7 All information and publication which are available to you on our Website is general information only and correct at the time of writing.
- 18.8 We are committed to protecting and respecting your privacy. The following information describes how we use any personal information you provide to us and any other information we collect about you.
- 18.9 The only personal information that we collect is the personal information that you give us when you complete a form on our Website or when you contact us.
- 18.10 If you have also provided us with personal information about any other person you confirm that he/she consents to our use of his/her personal data and that you have informed him/her of our identity and provided him/her with a copy of this contract.
- 18.11 In addition to the information that you may provide to us we (and our external web hosting service provider) may also collect details of your visits to our Website and the

resources that you access however such information does not identify you as an individual.

18.12 We may collect information about your mobile phone computer or other device from which you access our website including where available your IP address operating system and browser type for systems administration. This is statistical data about our users' browsing actions and patterns and does not identify any individual. We may however use such information in conjunction with the data we have about you in order to track your usage of our service.

18.13 Our website uses cookies - small files stored by your browser that allow it to recognise you as a user and store your preferred settings. Cookies are widely used to make websites function efficiently.

18.14 You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies however this may lead to loss of some of the functionality of our Website. Unless you have adjusted your browser setting so that it will refuse cookies our system will issue cookies when you log in to our Website.

18.15 We use your information:

18.15.1 to try to ensure that content from our Website is presented in the most effective manner for you and your device

18.15.2 to provide you with information and/or services that you request from us or which we think may interest you

18.15.3 to respond to any communication received from you

18.15.4 to carry out our obligations arising from any contracts entered into between you and us

18.15.5 to notify you about changes to our service and additional services

18.16 We never sell your information or pass it to any third party for marketing purposes or for any other purpose unconnected with our business.

18.17 The only circumstances under which we would ever disclose your information to a third party are:

18.17.1 if we are under a duty to disclose or share your personal data in order to comply with any legal obligation or to protect or enforce our own or another person's rights

- 18.17.2 in the event that we enter negotiations to merge with or sell our business to a third party in which case your information may be shared with that third party either before or after the merger or sale; or
- 18.17.3 where third party subcontractors do work for us in which case they are only allowed to use your information to do that work for us and not for any other purpose
- 18.18 You have the right to ask us not to process your personal data for marketing purposes.
- 18.19 You can do this by opting-out option by emailing or in writing that you do not wish to receive marketing information from us.
- 18.20 You have the right to request a copy of the information that we hold about you. Any request may be subject to a reasonable administrative fee to meet our costs in providing you with details of the information we hold about you.
- 18.21 You are entitled to have any inaccuracies in your personal information corrected.
- 18.22 Please contact us if you would like us to take any action in respect of the rights set out above.

## **19 Contracts (Rights of Third Parties) Act 1999**

- 19.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

## **20. Entire agreement**

- 20.1 This contract contains the whole agreement between you and us and supersedes and replaces any prior written or oral agreements representations or understandings between you and us. You and we confirm that neither of us has entered into this contract on the basis of any representation that is not expressly incorporated into this contract. Nothing in this contract excludes liability for fraud.

## **21. Waiver**

- 21.1 No failure or delay by us in exercising any right power or privilege under this contract shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right power or privilege preclude any further exercise of the same or the exercise of any other right power or privilege. The rights and remedies provided in this contract are cumulative and not exclusive of any rights and remedies provided by law.

## **22. Severance**

22.1 If any provision of this contract is prohibited by law or judged by a court to be unlawful void or unenforceable the provision shall to the extent required be severed from this contract and rendered ineffective as far as possible without modifying the remaining provisions of this contract and shall not in any way affect any other circumstances of or the validity or enforcement of this contract.

## **23. Interpretation**

23.1 In this contract "we", "us" and "our" refer to Congruent Actuarial Limited and "you", and "your" refer to the consumer or business to whom we are providing our service in accordance with this contract. References to client or clients includes "you" where the context requires that.

23.2 In this contract the word "respondent" refers to:

23.2.1 the financial institution, company, partnership, governmental body, individual or any other type of legal entity against which you have a complaint

23.2.2 in addition, where you have previously engaged anyone to carry out a regulated claims management activity in respect of the complaint, you may ask us to consider whether you have a complaint against them in which event they will be brought within our service as a "respondent"

23.3 In this contract unless the context otherwise requires:

23.3.1 words importing any gender include every gender

23.3.2 words importing the singular number include the plural number and vice versa

23.3.3 words importing persons include firms companies and corporations and vice versa

23.3.4 references to numbered clauses and schedules are references to the relevant clause in or schedule to this contract

23.3.5 reference in any schedule to this contract to numbered paragraphs relate to the numbered paragraphs of that schedule

23.3.6 any obligation on any you or us not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done

23.3.7 the headings to the clauses schedules and paragraphs of this contract are not to affect the interpretation

23.3.8 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and

23.1.9 where the word 'including' is used in this contract it shall be understood as meaning 'including without limitation'.

#### **24. Law and jurisdiction**

24.1 This contract shall be governed by and construed in accordance with the law of England and Wales and you and we agree to submit to the exclusive jurisdiction of the courts of England and Wales.