

Client Fact Find

Introducer Name: UK Global Associates Limited					Date:		Ref:		
Sales Person: Aston Thompson					Claim Type:		Customer Referral Ref:		
Client Name:					D.O.B: / /				
Partner Name:					D.O.B: / /				
Current Address:									
Previous Address:									
Tel:			Mobile:			Partner Mobile:			
Email:					Email2:				
	Lender	Account Number	Date Taken	Original Balance	Current Balance	Approx Arrears	PPI Charges	Default Charges	Live or Settled Date
1									

FACT FIND QUESTIONNAIRE:						CLIENT 1:			CLIENT 2:		
1. Was a Broker involved; if yes please provide the Broker Name?						<input type="checkbox"/> Y	<input type="checkbox"/>	<input type="checkbox"/> N	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Have you ever instructed another CMC or Solicitor in relation to this claim? (If yes please provide details)						<input type="checkbox"/> Y	<input type="checkbox"/>	<input type="checkbox"/> N	<input type="checkbox"/>	<input type="checkbox"/> Y	<input type="checkbox"/> N
3. Have you ever made a successful claim under the PPI policy? (e.g. sickness / redundancy) (If yes, please provide details or your claim including dates / amount of the claim)						<input type="checkbox"/> Y	<input type="checkbox"/>	<input type="checkbox"/> N	<input type="checkbox"/>	<input type="checkbox"/> Y	<input type="checkbox"/> N
4. Have you ever been declared bankrupt, subject to an IVA or entered into a Debt Management Plan? (If yes please provide details)						<input type="checkbox"/> Y	<input type="checkbox"/>	<input type="checkbox"/> N	<input type="checkbox"/>	<input type="checkbox"/> Y	<input type="checkbox"/> N
5. Have you ever cancelled this PPI Policy? (If yes please provide dates and details of refunds)						<input type="checkbox"/> Y	<input type="checkbox"/>	<input type="checkbox"/> N	<input type="checkbox"/>	<input type="checkbox"/> Y	<input type="checkbox"/> N
6. Have you previously complained about the sale of the policy? (if yes please provide details)						<input type="checkbox"/> Y	<input type="checkbox"/>	<input type="checkbox"/> N	<input type="checkbox"/>	<input type="checkbox"/> Y	<input type="checkbox"/> N
PAYMENT PROTECTION INSURANCE (PPI) QUESTIONNAIRE:						CLIENT 1:			CLIENT 2:		
1. Employment Status at the time the insurance was taken: Full Time / Part Time (under 16 hours) / Self Employed / Agency / Contract / Temporary / Retired / etc.											
2. Job Title: Engineer / Sales Manager etc.											
3. Date Employment Commenced?											
4. What sick pay would you have been entitled to? 6 Months Full Pay / 6 Months Half Pay / SSP etc.											
5. How was the insurance sold to the client? Meeting (Face to Face) / Over the Phone / Internet / Post etc.											
6. What was the finance taken for? Car Purchase / Home Improvements / Holiday / Wedding / Everyday Spending etc.											
7. Were you asked if you had existing cover relating to accident, sickness, redundancy or Life?						<input type="checkbox"/> Y	<input type="checkbox"/>	<input type="checkbox"/> N	<input type="checkbox"/>	<input type="checkbox"/> Y	<input type="checkbox"/> N
8. Were you advised on any other products, such as income protection / permanent health insurance?						<input type="checkbox"/> Y	<input type="checkbox"/>	<input type="checkbox"/> N	<input type="checkbox"/>	<input type="checkbox"/> Y	<input type="checkbox"/> N
9. Were you asked any questions relating to whether you had any pre-existing medical conditions?						<input type="checkbox"/> Y	<input type="checkbox"/>	<input type="checkbox"/> N	<input type="checkbox"/>	<input type="checkbox"/> Y	<input type="checkbox"/> N
10. Did you have any pre-existing medical conditions at the time when the Insurance was taken? (If yes please provide details)						<input type="checkbox"/> Y	<input type="checkbox"/>	<input type="checkbox"/> N	<input type="checkbox"/>	<input type="checkbox"/> Y	<input type="checkbox"/> N
11. Were you advised of the full costs of the insurance, including interest & commission received by Lender?						<input type="checkbox"/> Y	<input type="checkbox"/>	<input type="checkbox"/> N	<input type="checkbox"/>	<input type="checkbox"/> Y	<input type="checkbox"/> N
12. Were you advised that you would have to pay interest on the PPI for the entire term of the loan, even though the cover may only cover you for up to 5 years?						<input type="checkbox"/> Y	<input type="checkbox"/>	<input type="checkbox"/> N	<input type="checkbox"/>	<input type="checkbox"/> Y	<input type="checkbox"/> N
13. Were you advised you could get a similar policy on the open market for a fraction of the cost?						<input type="checkbox"/> Y	<input type="checkbox"/>	<input type="checkbox"/> N	<input type="checkbox"/>	<input type="checkbox"/> Y	<input type="checkbox"/> N
14. Did you have any other means of making payments if you were unable to work? (If yes please provide details) Savings (how many payments would be covered) / Partners Income / Other Insurance / Sick Pay						<input type="checkbox"/> Y	<input type="checkbox"/>	<input type="checkbox"/> N	<input type="checkbox"/>	<input type="checkbox"/> Y	<input type="checkbox"/> N
15. Was the PPI / Finance payments quoted separately and was the PPI quoted as Optional?						<input type="checkbox"/> Y	<input type="checkbox"/>	<input type="checkbox"/> N	<input type="checkbox"/>	<input type="checkbox"/> Y	<input type="checkbox"/> N
16. Did you feel obliged to take the insurance in order to secure the finance?						<input type="checkbox"/> Y	<input type="checkbox"/>	<input type="checkbox"/> N	<input type="checkbox"/>	<input type="checkbox"/> Y	<input type="checkbox"/> N
17. Did the salesperson discuss your eligibility to claim & the exclusions under the insurance policy?						<input type="checkbox"/> Y	<input type="checkbox"/>	<input type="checkbox"/> N	<input type="checkbox"/>	<input type="checkbox"/> Y	<input type="checkbox"/> N
18. Do you believe that the PPI policy was sold to you properly and the lender acted in your best interests?						<input type="checkbox"/> Y	<input type="checkbox"/>	<input type="checkbox"/> N	<input type="checkbox"/>	<input type="checkbox"/> Y	<input type="checkbox"/> N
Comments:											
Signed:						Signed:					
Date:						Date:					

Reclaims4U (UK) Ltd - Client Agreement

(ORIGINAL DOCUMENT)

(R1)

(A PRE CONTRACT COPY OF THIS ORIGINAL DOCUMENT IS TO BE PROVIDED TO AND RETAINED BY THE CLIENT)

Engagement Agreement Between:

Reclaims4U (UK) Ltd of The Conference Centre Offices Brockhall Village Blackburn Lancashire BB6 8AY

And

(1) Name:	Date of Birth:
(2) Name:	Date of Birth:
Address:	

Together "the client"**Services:** The Company will consider a claim from the client for:

- (a) Compensation, savings and or refunds, including all interest recovered in respect of 'mis-sold' Payment Protection Insurance, ASU, MPI, GAP or similar, and if the company believes that the claim has merits, act on behalf of the client to seek compensation and or damages and or savings in the client's indebtedness and the recovery of capital and/or interest/charges.
- (b) Recovery of damages resulting from 'mis-sold' Mortgages or Secured Loans, including unfair charges and unreasonable fees

The Company makes no representation or warranty to the client that compensation or any reduction of debts is in any way guaranteed. The Company reserves the right, at any time, and at its sole discretion not to pursue the claim and will notify the client in writing.

The Company Service Charges are payable upon completion of a successful claim. Other than any applicable upfront Verification and Administration charge as detailed below The Company and its Solicitors work on a **"NO WIN NO FEE"** basis, except that rights are reserved to charge in exceptional circumstances.

For full details of these please refer to section 3 of the Company's terms and conditions.

Verification and Administration Charge

The Company will charge an up front **Verification and Administration Charge** of 0.00 + VAT

This is payable upon signing this Client Agreement. Where your claim is referred to the Company by a third Party, the Company may pay a referral fee in respect of the work carried out by the third party (amounts available upon request)

Where a Verification and Administration fee has been charged it is Refundable

- 1) Within the 14 day cooling off period
- 2) Within the 90 day verification period, should the claim be declined by Reclaims4U (UK) Ltd or an appointed Solicitor / Agent less any applicable vetting / administration costs of a minimum 50% of the above Verification and Administration charge paid for each claim up to a maximum of the above Verification and Administration Charge received by the Company.

Service Charges (The Company works on a **NO WIN NO FEE** basis)

Upon a successful claim, the Company will charge a **Service Charge** of 25% + VAT on all claims (as defined in these terms and conditions, subject to a minimum charge of £150 + VAT), which will be applied to the successful claim made payable out of the claim proceeds, or payable by the Client, where the client is in arrears and the Lender repays any claim settlement off an existing Credit Agreement, by cheque / card payment or monthly standing order payment to commence within 1 month of the claim settlement. Standing Orders are subject to a monthly administration fee of £10 payable upon claim settlement.

Successful CLAIM EXAMPLE:

Verification & Administration Fee

£5000**£0.00**

(Upfront & subject to vat)

Service Charge

25%

(Upon completion of a successful claim & subject to vat)

RECEIVED BY THE CLIENT**£3750**

(After fees & service charges & subject to vat)

Signed as confirmation that pre contract copies of this Client Agreement incorporating:

Client Acknowledgement / Information & Terms & Conditions (Pages 1 – 4) have been received.

Signature of Account Holder 1: _____

Date: _____

Name: _____

Signature of Account Holder 2: _____

Date: _____

Name: _____

CLIENT ACKNOWLEDGEMENT / INFORMATION

(A PRE CONTRACT COPY OF THIS ORIGINAL DOCUMENT IS TO BE PROVIDED TO AND RETAINED BY THE CLIENT)

Client Acknowledgement

> I/we have had the scheme explained to me/us and note that the Client Agreement / Terms & Conditions are appropriate for my/our requirements. I/we have received a copy of the Client Agreement, incorporating this Client Acknowledgement / Information & Terms & Conditions and have been given every opportunity to ask any questions about the scheme.

> I/we note that that where appropriate an appointed Solicitor will arrange insurance cover known as a Conditional Fee Arrangement. In the event that the claim is lost this insurance will pay the other sides costs

> I/we understand that there are other ways to pursue my/our claim direct with the third party, via the Financial Ombudsman and that I am/we are free to appoint my own/our own Solicitor. However having considered the options I/we wish to proceed with the claim(s) through R4U (UK) Ltd and their appointed Solicitors / Agent

> I/we understand the Verification and Administration / Service Charge fees as detailed on my/our Client Agreement,

> I/we understand that where a Credit Agreement is in arrears, the Lender may clear these arrears from my/our successful claim

> I/we acknowledge that R4U (UK) Ltd maybe paid a referral fee for the claim by an appointed Solicitor and understand that upon approval of the referral, the appointed Solicitor will contact me/us to disclose the details of the referral fee to be paid by the appointed Solicitor to R4U (UK) Ltd.

> I/we understand that R4U (UK) Ltd provides a service to assist claiming PPI settlements typically within 6 – 12 months of the claim being accepted by one of R4U (UK) Ltd appointed Solicitors / Agents, Mortgage mis-selling claims may take longer.

> I/we understand that even if the appointed Solicitor accepts my/our claim, this does not mean that the claim will be successful.

> I/we understand the criteria for being eligible for Legal Aid. Gross income less than £2435, in the last month per household or less than £8000 disposable capital per household (subject to change) and I/we are aware that the appointed Solicitor will be available to offer advice as to whether I/we are eligible for Legal Aid.

> I/we understand that this Agreement maybe cancelled in writing within 14 days of receipt by R4U (UK) Ltd and that the appointed Solicitor is free to advise on any aspect of this Agreement and in particular to advise me/us to cancel this Agreement if he/she thinks it is not in my/our best interests.

> I/we acknowledge and understand the following IMPORTANT Recommendations to consider before making a claim against a Lender or Credit Card provider:

- Not to make any further purchases or increase the balance using the disputed Credit Card.
- In the case of a loan, not to take any further advances or increase the borrowing under the loan Agreement.

> I/we understand that any of the above may adversely affect the success of my/our claim and the level of any award.

> I/we understand that if I/we chose to withdraw and discontinue the claim against the Lender or Credit Card provider once the claim has been accepted by the Company or appointed Solicitor / Agent, the Company reserves the right to charge the client a fair and reasonable amount for the work that has been carried out, based on a standard operating hourly rate, subject to a maximum Verification and Administration fee of £295

> I/we also acknowledge that if I/we lie to the Company or appointed Solicitors / Agent, or fail to cooperate with them or refuse to accept a reasonable offer of settlement (as advised by the Company or appointed Solicitor / Agent), I/we note that in those circumstances I/we WILL become liable to pay the Company or Appointed Solicitors / Agent fees and any monies that they have paid out on my behalf (e.g. Court Fees)

> I/we are aware that the opponent may approach me/us directly and may make an offer to settle the claim. I/we promise that an offer will not be accepted, or an Agreement signed and returned to the Lender, without first discussing the matter with the appointed Solicitor.

> I/we are aware that before making a claim against any Third Party we currently have any Products with, it is recommended that i/we have alternative arrangements in place or available for this Product should the Third Party choose to withdraw the Product.

Making a Claim – The Process

We will carry out an initial review to assess the likelihood of a possible claim. This information will then be presented to you. If you wish to proceed with one or more potential claim, you will enter into a contract with us for the provision of Regulated Claims Management Services in respect of your potential claim(s).

On entering into the contract with us, you maybe required to pay an upfront verification and administration fee as appropriate to your type of claim / circumstances, this will be detailed on your Client Agreement along with any Service Charges to be charged upon completion of a successful claim.

You will be asked to provide a copy of your Mortgage / Credit Agreements and or Bank / Credit Card Statements as appropriate.

Once your claim has been assessed by R4U (UK) Ltd, where appropriate we will appoint a Panel Solicitors / Agent, who will work on a No Win No Fee basis.

Once the appointed Solicitor receives the required information from your Lender / Card provider, the Solicitor will carry out an assessment of your potential claim including an Audit of your Credit Agreement for potential Unenforceability claims and where appropriate will write to your Lender / Card provider detailing your claim.

To ensure you are covered in the event of the claim being lost and the lender requesting their costs, where applicable the Solicitor will provide you with a Legal expense policy, known as a 'conditional fee agreement' This will ensure that if the claim is lost you will have no legal fees to pay.

At all times you have the right to seek advice from alternative sources?

It is anticipated that PPI claims should take 6 to 12 months to complete, Mortgage mis-selling claims may take longer.

Verification & Administration Fees

Upfront Verification & Administration Fees maybe required to cover any initial assessment costs of your claim or to provide you with an option to benefit from a larger percentage of the final claim should you be successful. Where your claim is referred to R4U (UK) Ltd by a third Party, R4U (UK) Ltd may pay a referral fee in respect of the work carried out by the third party (amounts available upon request). Verification & Administration fees will be detailed on your Client Agreement

Service Charges (Payable upon completion of a successful claim subject to a minimum £150.00 + vat. (The Company works on a **NO WIN NO FEE** basis)

Service Charges are only payable upon completion of a successful claim and are charged against the final amount recovered. Where Service Charges are paid upfront on the initial claim application, these will be held in a Client Account and will be subject to a full refund where the claim is not successful.

14 Days "Cooling Off" Period

You have a 14 day "cooling off" period from the date R4U (UK) Ltd receive your signed Client Agreement within which you may cancel the contract with us and we will refund the fees paid by you in full within 30 days of us receiving your written notice of cancellation. After this 14 day period, if you cancel after this period you may be liable for costs as detailed under your Client Agreement / Terms and Conditions.

Referral Fees

We have a referral relationship with our panel solicitors where we may receive referral fees for the packaging of claims, where applicable any referral fees will be communicated direct to you by the appointed Solicitor. We may also pay referral fees to Introducers referring claims to the Company (amounts available on request).

Complaints

We aim to provide a first class professional and confidential service. We have internal procedures for handling complaints fairly and speedily and, should a complaint arise; in the first instance you should contact our customer services department at:

Reclaims4U (UK) Ltd, Customer Complaints Dept, The Conference Centre Offices Brockhall Village Blackburn Lancashire BB6 8AY Tel 01254 367939

If you are not satisfied you may refer the complaint to Claims Management Regulator, Monitoring & Compliance Unit, PO Box 7284, Burton on Trent, Staffordshire,

Reclaims4U (UK) Ltd - The Conference Centre Offices Brockhall Village Blackburn Lancashire BB6 8AY Tel 01254 367939 Company Reg # 7104205

TERMS & CONDITIONS

(A PRE CONTRACT COPY OF THIS ORIGINAL DOCUMENT IS TO BE PROVIDED TO AND RETAINED BY THE CLIENT)

1. Definitions

- 1.1 "Verification and Administration Charge" means such costs charged in obtaining information and evidence to support the claim, paying for a specialist courier to visit the client and collect such evidence, deliver all relevant documents, collect signed documents and arrange for the secure delivery to the Company. The processing, preparation and submission of the Client's claim (including without limitation any charges payable to the Third Party whether under the Data Protection Act 1998 or otherwise in order to obtain details relating to the Client's claim for Compensation), verification by the companies panel Solicitors / Agent, costs incurred verifying the identity of the client and reading all the clients agreements etc charged by the Company until the time that the Client's written notice of termination is received by the Company.
- 1.2 "Benefit" means all non-monetary benefits in whatever form including without limitation all benefits that will arise from any waiver, cancellation, reduction, saving, deduction or rescheduling of any outstanding or future loan or interest payments, credit repayments, premiums, charges or other interest or administrative payments (or any offsetting or relief against the same) or any other saving, inducement, discount or rebate offered in relation to any other products or services offered by a Third Party or persons connected.
- 1.3 "Client" means the client of the Company.
- 1.4 "Compensation" means the total monies and the full value of Benefits (as defined above) offered by the Third Party whether as compensation, as a gesture of goodwill, refund, discount or otherwise arising from any claim made by the Company on behalf of the Client for alleged unreasonable or erroneous bank or credit card charges and/or an allegedly mis-sold PPI or mortgage (as defined below) and/or any reduction in loan outstanding and/or any interest or capital recovered. Where such an offer is revised on appeal, then the higher amount shall be used in order to calculate the amount of the Compensation.
- 1.5 "Company" means Reclaims4U (UK) Ltd, also referred to in this Client Agreement as R4U (UK) Ltd
- 1.6 "Contract" means the contract between the Company and the Client for the provision of the Services, comprising the signed Client Agreement and these terms and conditions.
- 1.7 "PPI" means a Payment Protection Insurance policy or similar loan protection scheme including without limitation schemes covering eventualities such as accident, sickness, redundancy and/or unemployment.
- 1.8 "Services" means all or any of the services as specified in the Contract.
- 1.9 "Service Charges" means the charges payable by the Client set out in the Contract based on the Company/Solicitors/Agents working on a No Win No Fee Basis.
- 1.10 "Third Party" means any Lender, person firm or company that imposed charges on the Client and/or sold or marketed to the Client a PPI, paid or received a 'secret profit' with regard to a loan, mortgage, finance or insurance.
- 1.11 Authorised Adviser is a person acting under R4U (UK) Ltd's Ministry of Justice licence and is selling our Services to You on behalf of R4U (UK) Ltd.

2. Duration

- 2.1 The Contract shall commence on the date on which the Clients signed Client Agreement has been received by the Company and unless terminated earlier as provided below shall continue until:
- 2.2 Compensation is recovered for the Client by the Company and the Service Charges or the Administration Charges (as applicable) are paid by the Client; or
- 2.3 The Company or appointed Solicitor advises the Client in writing that it is unable to recover Compensation; or
- 2.4 The Company exercises its right not to pursue a claim for Compensation but this is without prejudice to any rights the Client may have to make a claim.

3. Services

The Company agrees with the Client:

- 3.1 That it will use its reasonable endeavours to pursue an application for Compensation from the Third Party on behalf of the Client where the Company believes that it is reasonable to do so, having regard to the merits and the value of the Client's claim;
- 3.2 To notify the Client promptly and in writing if it decides that it will not pursue an application for Compensation;
- 3.3 To use reasonable endeavours to keep the Client informed of the progress of the claim;
- 3.4 That it will not seek to recover the Service Charges should the application to the Third Party for Compensation prove unsuccessful, unless this is due to an act or omission on the part of the Client;
- 3.5 To act in the best interests of the Client at all times;

4. Charges

- 4.1 The liability for the Client to pay the Verification, Administration and Service Charges and any other charges that are payable by the Client under the Contract are joint and several (where the Client is more than one person). This means that the Company can recover all of such charges from any person who is the Client.
- 4.2 The Verification & Administration Fee as indicated on the Client Agreement form is payable by the client to R4U (UK) Ltd in respect of the Services to be provided and is due upon signature by the client of the Client Agreement form;
- 4.3 The Service Charge fee as detailed on the Client Agreement form is payable by the client to R4U (UK) Ltd in the event of a successful claim for mis-sold PPI, recovery of capital and/or interest / charges and/or unfair charges / unauthorised fees. I/we authorise the Third Party credit provider/insurer/broker/bank to pay my monies recovered to the Company or appointed Solicitor / Agent and to disburse appropriate fees to R4U (UK) Ltd.
- 4.4 In the event that the claim process is halted by the client, the Company or appointed Solicitor / Agent may reserve the right to charge for work and disbursements expended up to the time of conclusion.
- 4.5 A fee covering Solicitor processing costs, typically in the region of £350 + VAT maybe payable to the appointed Solicitor for each claim where settled pre-litigation or in a small claims court where costs cannot be recovered.

5. Debt Recovery

- 5.1 In the event the Company takes steps to recover any Verification and Administration Charges and/or Service Charges due and unpaid by the Client to the Company, the Client shall pay to the Company the Company's costs (including administrative costs) of taking such steps on those costs and in addition the Client undertakes that it will at all times be responsible for all costs and expenses incurred by the Company, including but not limited to, Court fees, interest and administrative fees in recovering from the Client any Service Charges due and unpaid from the Client to the Company.
- 5.2 All sums due from the Client which are not paid on the due date (without prejudice to the rights of the Company under the Contract) shall bear interest from day to day at the rate of 2% per annum over the base lending rate of Barclays Bank Plc.

6. General Obligations of the Client

- The Client agrees with the Company:
- 6.1 To provide promptly all such information as the Company or appointed Solicitors / Agent may reasonably request;
- 6.2 To ensure that all information sent to the Company is true, accurate, not misleading and shall not contain relevant omissions;
- 6.3 To authorise the Company to act on its behalf to contact the Third Party or such other persons, firms or companies as the Company or appointed Solicitors / Agent considers necessary to perform the Services and to authorise the release of any such information as deemed appropriate;
- 6.4 To authorise the Company or appointed Solicitors / Agent on an exclusive basis to negotiate on the merits of the Clients claim;
- 6.5 To deal with all correspondence from the Company promptly, including without limitation to return to the Company or appointed Solicitors / Agent either the Third Party's acceptance form or a letter rejecting the Third Party's offer as soon as reasonably practicable and in any event within 28 days.
- 6.6 In the event of potential Legal action being required, appear at court as instructed by the appointed Solicitor.
- 6.7 To accept these terms and conditions as binding on the Client and to be responsible to the Company for any breach by the Client including the payment of the Service Charges and/or the Administration Charge (as applicable);
- 6.8 Not to appoint any other claims handling company or other person firm or company to provide the Services during the term of the Contract;
- 6.9 Not to pursue the claim during the term of the Contract personally;
- 6.10 Not to contact or correspond or communicate with the Third Party without the consent of the appointed Solicitor / Agent, as this may prejudice negotiations;
- 6.11 To immediately copy to the Company any correspondence it receives from the Third Party;
- 6.12 That it has not previously claimed or received compensation or an offer of compensation from the Third Party.
- 6.13 In the event that no liquidated damages are achieved on any one particular claim the client agrees to allow the company at its sole discretion to use any recovered PPI premium or liquidated damages awarded on other claims to satisfy any outstanding fees that the client may owe to the company

TERMS & CONDITIONS

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7. Payment Obligations of the Client and the Company

- 7.1 The Client assigns to the Company all its rights in the Compensation and authorises the Company or appointed Solicitors / Agent to collect on its behalf any Compensation due from the Third Party.
- 7.2 If a standing order / post dated cheque etc. is not made in respect of the verification and administration fee and the client does not make good the missing payment within 28 days, the Company reserves the right to charge the client £295 for the verification and administration fee and revert to a service charge of 25%.
- 7.3 If the Administration and verification fee is not paid in full then £295 less the amount already paid will be deducted from any compensation for this or any claim.
- 7.4 The amount of the Service Charges payable by the Client to the Company is set out in the signed Client Agreement relating to the Services. The Client agrees that it is liable to pay the Service Charges to the Company if the Compensation is paid directly to the Client by the Third Party and the Company may deduct its Service Charges and any other fees due to the Company under the Contract from any Compensation it receives on the Client's behalf.
- 7.5 All Service Charges and other fees payable by the Client to the Company shall be paid by the Client within 14 days of the Company's invoice for such charges or (if stated) by such later date stated in the Company's invoice.
- 7.6 When an offer for Compensation is obtained from the Third Party on behalf of the Client which in the reasonable opinion of the appointed Solicitor is fair and reasonable having regard to the relevant timescales and that offer is rejected by the Client then the Company reserves the right to charge a fee equal to the amount of the Service Charge which would have been payable in the event that the Client accepted that offer in line with the appointed Solicitors / Agent's advice.
- 7.7 The Client agrees to pay to the Company the Service Charge and is deemed to have irrevocably accepted an offer of Compensation in cases where an offer of compensation, which in the opinion of the Company is fair and reasonable, has been sent either by the Company, appointed Solicitor or the Third Party to the Client, and the Client has not within 28 days of receiving such offer either returned to the Company, the Third Party's acceptance form or a letter rejecting the offer.

8. Performance

- 8.1 The Company will use all reasonable endeavours to perform the Services within a reasonable period from the date of receipt of the signed Client Agreement. The Company cannot be held responsible for delays due to circumstances beyond its control, such as delays caused by the Third Party or the Client. Reasonable delays in performance or delays due to circumstances beyond the Company's control shall not entitle the Client to terminate the Contract.

9. Litigation

- 9.1 The Company shall have the right to instruct a Solicitor on the Clients behalf to pursue a claim for Compensation.
- Where the Company makes such an instruction, the Client agrees to:
- 9.2 Comply with all reasonable requests of the Company and/or any Solicitor appointed by the Company without undue delay;
- 9.2.1 Instruct any appointed Solicitor / Agent appointed by the Company to provide all information relating to the claim to the Company.
- 9.2.2 Authorise any Solicitor / Agent appointed by the Company to pay the Service Charges directly to the Company from any Compensation recovered by the appointed Solicitor / legal representative;
- 9.3 Where the Company instructs a Solicitor on the Clients behalf, the Client shall be responsible for all associated costs in any of the following circumstances:
- 9.3.1 The Client misleads the Company and/or any appointed Solicitor and/or legal representative appointed by the Company in any way or any information provided by the Client contains material omissions which would (if not omitted) have resulted in the legal representative and/or the Company declining to accept the Client's instructions;
- 9.3.2 The Client terminates the Contract during the course of the proceedings;
- 9.3.3 The Client fails to provide the Company and/or any appointed Solicitor and/or legal representative with information (including without limitation witness statements) within a reasonable time from the time that such information is requested;
- 9.3.4 The Client fails to remedy a breach of its obligations under the Contract within 14 days of a notice from the Company requiring the Client to do so.

10. Termination

- 10.1 The Company shall have the right by giving written notice to the Client at any time to immediately terminate the Contract if:
- 10.1.1 there occurs any material breach by the Client of any term of the Contract which is irredeemable or if remediable is not remedied to the Company's satisfaction within 14 days of a written notice by the Company specifying the breach and requiring it to be remedied; or
- 10.1.2 the Client is adjudicated bankrupt, enters into a voluntary arrangement with its creditors or has a receiver appointed under the Mental Health Act 1983; or
- 10.1.3 the Client does not follow any reasonable recommendations of the Company or appointed Solicitor.
- 10.2 The Client shall have the right to terminate the Contract by giving written notice to the Company within 14 days of signing the Contract.
- 10.3 Any termination by the Client must be communicated on the telephone to the Company's Customer Relations Department on 01254 367939 and promptly confirmed in writing. The Company recommends that the written confirmation of termination should be sent by recorded delivery. The Company will acknowledge the Client's written confirmation of termination within 5 working days of receipt. If the Client does not receive this acknowledgement within 7 days, the Client should contact the Company's Customer Relations Department to check that his/her written confirmation of termination has been received. In the event that the Client terminates the Contract after the standard 14 day Cooling Off period the Company reserves the right to charge the Client a fair and reasonable amount for the work that has been carried out, based on a standard operating hourly rate, subject to a maximum Verification and Administration fee of £295, to cover preparation, processing, and submission costs incurred by the Company. If such termination takes place once the Third Party has made an offer of Compensation, the Company shall have the right to impose a charge equivalent to the Service Charges that would be payable if the offer was accepted. After the 14 day Cooling Off period, where the contract is cancelled by the Company or the appointed Solicitor decline to take on the claim, the verification and administration charge will be refunded, less any applicable Audit fees all ready incurred.

11. Confidentiality

- 11.1 Both parties agree to keep confidential the subject matter of the Contract and any information (whether written or oral) acquired by that party in connection with the Contract and not to use any such information except for the purpose of performing its obligations under the Contract.
- 11.2 Both parties agree that the provisions of Condition 11.1 shall not apply to information already in the public domain other than as a breach of Condition 11.1
- 11.3 The restrictions in Condition 11.1 shall continue to apply following the termination of the Contract without limit in time.

12. Privacy Policy and Data Protection

- 12.1 All personal data is held in accordance with the provisions of the Data Protection Act 1998 ("DPA").
- 12.2 The Company agrees to comply with any written Subject Access Request under the DPA made by the Client for the personal data that it holds subject to any exemptions that may apply from time to time. The Company charges an administration fee for providing this information, which shall not exceed the fee from time to time permitted under the DPA (currently £10).
- 12.3 The Company further agrees to correct any inaccuracies in the Client's personal data held at the request of the Client.
- 12.4 By acceptance of the Company's privacy policy and unless and until the Company receives written instruction to the contrary, the Client agrees that the Company may share the Client's personal information with banks, Financial Advisers or other relevant institutions and to affiliates, associated companies or firms or service partners for the purposes of assisting the Client with the Client's claim for compensation or any financial matters that the Company believes may be of assistance to the Client.
- 12.5 The Client Authorises the Company's assigned Solicitors / Agents or Third Parties to share information with R4U (UK) Ltd in relation to the Clients Claims.
- 12.6 The Client acknowledges and agrees that its personal data may be submitted to a credit reference agency and processed on behalf of the Company in connection with the Services.

13. Misleading Information

- 13.1 The Company reserves the right to charge the Client a reasonable Administration fee if any information provided by the Client is misleading or contains material omissions which result in the Company providing the service to the Client, which it would have declined to do, if it had been in possession of the full information.

14. Assignment and Sub-Contracting

- 14.1 The Company reserves the right to assign the contract and all rights under it and to sub-contract to others all or any of its obligations. The Client may not Assign this contract except to a personal representative of the Client.

15. Notices

- 15.1 Any notice to be given in accordance with the Contract and these terms and conditions must be in writing.

16. Law and Jurisdiction

- 16.1 The law applicable to the Contract shall be English law and the parties consent to the jurisdiction of the English courts in all matters affecting the Contract.

LETTER OF AUTHORITY

(R2)

Lender Name	
Loan Agreement Reference	
Credit Card Reference	
Date of Agreement	

I/We hereby confirm and authorise:

Reclaims4U (UK) Ltd / Reclaims4U Ltd
The Conference Centre Offices
Brockhall Village
Blackburn
Lancs
BB6 8AY

Tel: 01254 367939

and their agents, to act on my/our behalf in relation to ALL aspects of the above-referenced account and ALL linked agreements, including, but not limited to:

1. Conduct of an investigation to include you providing all requested information, under section 77 and/or section 78 and/or section 79 of the Consumer Credit Act 1974, and under the provisions of the Consumer Credit (Cancellation Notices & Copies of Documents) Regs 1983 and copy Statements under the Data Protection Act 1998
2. Authorise you to release a copy of my fully executed signed Consumer Credit Agreement and all/any other document referred to in it, including, but not limited to, a copy of loan application, antecedent correspondence and recordings, pre-contract disclosures by you or your agents, including underwriting for insurance referred to in the agreement for the above-referenced parties and ALL linked account(s).
3. Authorise you to release copies of all papers/information/documents relating to any additional insurances, including Personal Protection Insurance (PPI/ASU), referred to in the Agreement and ALL linked accounts referred to in it, along with information relating to charges
4. Authorise you to release copies of all papers/information/documents in relation to broker's/agent's fees, brokers/agents involved, the commissions and any other monetary award and/or commissions paid to your broker/agent and/or broker referred to in the above-referenced Agreement and supporting documents.
5. Authorise you to release full details of the number of accounts I/We have held/hold with yourselves at all times, the account numbers, current balances on the account, provide copy of the signed executed Agreements, copies of latest bank statements and confirmation of whether any PPI/ASU was sold with the Agreement, the value of the single premium paid and when.
6. Authorise the above named and their agents to investigate my/our Payment Protection Insurance (PPI/ASU) / Unfair Charges Claim(s).

I confirm that this Letter of Authority authorises you to deal directly with the above named Solicitors / Agent and to provide ALL requested information, including but not limited to all the items listed above to them **DIRECTLY** either verbally or in writing. PLEASE **DO NOT SEND ANY DOCUMENTS TO ME/US PERSONALLY** – I/WE stress that you send ALL documents/agreements/information/settlement funds contained in this **Authority DIRECTLY TO MY SOLICITORS / AGENT**. Should you send them to me I put you on notice that such action will be regarded and deemed to be harassment and any such communication will be regarded as not having complied with the requests contained in this authority.

For the avoidance of doubt, this authority **DOES NOT** have an expiry date and continues to remain in force, save for, the authority having been revoked by the Principle or on a particular date set by the Principle.

Current Address:	
------------------	--

Previous Address:	
-------------------	--

Signature of Account Holder 1 _____ Date: _____

Print Name:		Date of Birth:	
-------------	--	----------------	--

Signature of Account Holder 2 _____ Date: _____

Print Name:		Date of Birth:	
-------------	--	----------------	--

Just a few more questions

- Has the business you're complaining about sent you its final written answer? YES ☐ NO ☐
Please enclose a copy of the **last letter** that the business sent you.
- Has there been any court action relating to your complaint (or is any planned)? *YES ☐ NO ☐
* If YES, please enclose copies of relevant paperwork.
- How do you want the business to put things right for you?

Refund the premiums inclusive of all interest

Accessibility and practical needs

Do you have any practical needs where we could help – by making adjustments like using large print, Braille or a different language? *YES ☐ NO ☐
* If YES, please tell us how we can help you.

Finally, please read and sign this declaration

“ I would like the Financial Ombudsman Service to consider my complaint. I confirm all the information I have given is true and accurate to the best of my knowledge. I understand that:

- You will need to handle personal details about me – which could include sensitive information – to deal with my complaint effectively.
- You may need to share information about my complaint with the business I have complained about and any other relevant organisations.
- You handle complaints differently from the courts – and you usually settle complaints by phoning and writing to the two sides, not by holding hearings in person.
- You or a trusted third party may contact me to help monitor the quality of your service.
- You may publish examples of where things can go wrong, based on real cases, but you will always respect my privacy and keep my personal information confidential.”

signature

date

signature

date

- You need to sign, even if someone else is complaining on your behalf. This shows you have given them your permission to complain for you.
- For complaints involving accounts or policies held **jointly**, each person needs to sign.
- If you're signing on behalf of a business, please give your job title.

post to ...

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

please tick ✓ to show you have ...

- ☐ Enclosed a copy of the business's last letter to you.
- ☐ Enclosed copies of other relevant information.
- ☐ Included everything you want to tell us about your complaint.

0300 123 9 123 or 0800 023 4567

*Calls are recorded for training
And monitoring purposes*

fax 020 7964 1001 dx 141280 Isle of Dogs
complaint.info@financial-ombudsman.org.uk
www.financial-ombudsman.org.uk

- We will use the details you give us on this form to see if we can help you with your complaint.
- We may need more information from you. And there are rules and restrictions that may apply.
- If we can't help you, we will give you the chance to query anything you don't understand or agree with.

section F: your declaration

“ I confirm I want to make a formal complaint about the sale of the payment protection insurance described in this questionnaire.

I confirm that all the information I have given in this questionnaire is true and accurate to the best of my knowledge. ”

your name

your signature

d	d	m	m	y	y	y	y

your name

your signature

d	d	m	m	y	y	y	y

You (and your partner, if it's a joint complaint) need to sign here – even if *someone else* is bringing the complaint on your behalf.

If someone is complaining for you (eg a relative or claims manager), your signature here means you authorise the person named on page 1 to represent you in this complaint.

please tick ✓ to confirm you have ...

- ☐ included everything you want to tell us about your complaint
- ☐ signed the declaration above
- ☐ enclosed copies of all relevant documents
- or
- ☐ *not* enclosed any documents with this form

now post this completed form and documents to ...

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

phone 0300 123 6222 or 0800 121 6222

we record calls to help keep your personal details safe and train our employees

fax 020 7964 1001

our dx 141280 Isle of Dogs 3

email ppi@financial-ombudsman.org.uk

website www.financial-ombudsman.org.uk

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