



Welcome to **Your Money Claim**,

Millions of pounds of credit card charges and Payment Protection Insurance (PPI) payments have been refunded.

Now you can join the thousands of people who have already claimed their money back.

All you need to do is complete the enclosed claim pack and return it to us.

We will do the rest.

Unlike other companies we don't ask you for an upfront fee and with our guaranteed **No Win - No Fee** service you have absolutely nothing to lose.

## **Why Should You Make a Claim?**

Because it is highly likely that you have paid fees on your credit cards or store cards that are legally unfair, or been mis-sold Payment Protection Insurance on your mortgage, loans or credit cards.

The Office of Fair Trading has ruled that credit card charges were excessive, and the Financial Services Authority has fined a large number of lenders for mis-selling Payment Protection Insurance.

Our specialist team is on hand to help with any questions or queries that you may have and you can contact them on 01254 822880 or email: [info@yourmoneyclaim.co.uk](mailto:info@yourmoneyclaim.co.uk)

## **How Do You Get Your Money?**

Simply fill in the enclosed claim pack and send it back to us in the pre-paid envelope provided.

Our highly qualified team will then handle every aspect of your claim from start to finish and will always be on hand to answer any questions that you may have.

So why not take 5 minutes....you could be owed thousands.

Regards,

Your Money Claim

# Terms of Engagement for the appointment of Your Money Claim to act on the Client's behalf in all aspects of the administration & negotiation of the claim.

## 1. Definitions

1.1 "Claim(s)" means the Client's claim or claims against the Company relating to the alleged mis-sale of a payment protection insurance policy or policies; or the application of unfair or unlawful charges to the account(s) of the client;

1.2 "Client" means the policyholder(s)/account holder(s), whose details are set out in the Letter of Authority and who have appointed Your Money Claim to provide the Services;

1.3 "Company" means the Financial Institution and/or persons to whom the Letter of Authority is sent, being the Insurance Company, Bank, Building Society, Credit Card Company or Financial Advisor or any other entity which sold the policy or policies or gave the advice to the Client, or applied the unfair or unlawful charges (including for the avoidance of doubt any employee, director, agents, representatives and associates of said entities or any other entity and/or any of their predecessors);

1.4 "Compensation" means the total of any sums paid and/or awarded by the Company as a result of the Claim that would not have been paid and/or awarded if the Claim had not been made; including but not limited to, gestures of goodwill, interest, reductions in borrowing and/or arrears, and repayment of premiums;

1.5 "Your Money Claim" means Your Money Claim, the regulated trading name, having its registered office address at Victory House, The Sidings, Whalley, Lancashire, BB7 9SE.

1.6 "Fee" means the fee of 25% plus VAT of the Compensation, payable to Your Money Claim for the Services carried out by it. For example, if we recover £1,000 compensation, our fee would be £300.00 (inclusive of VAT) and you would receive £700.00;

1.7 "Letter of Authority" means the letter included in the claim pack to be sent to the Company from the Client;

1.8 "Services" means the services provided by Your Money Claim including assessing the viability of, preparing, submitting and negotiating the Claim;

and

1.9 "Terms" means these terms of engagement.

## 2. Conduct of Engagement

2.1 By signing and returning the Letter of Authority, the Client hereby agrees to be bound by the Terms and appoints Your Money Claim to provide the Services for such period as to allow Your Money Claim to assess, and if reasonably possible, to complete the Claim.

## 3. The Client will:

3.1 by completing and signing the Letter of Authority give Your Money Claim his/her/their consent and full authority to deal with the Company on the Client's behalf and to obtain relevant information from whatever source on a continuing basis;

3.2 deal promptly with every reasonable request by Your Money Claim for authority, information and documents and further instructions that Your Money Claim may from time to time require. Failure to do so will give Your Money Claim the right to terminate this Agreement forthwith and the Client will reimburse Your Money Claim its reasonable costs incurred in pursuing the Claim to the date of termination;

3.3 promptly inform Your Money Claim of any relevant matters affecting the Claim;

3.4 hereby assign his/her/their entitlement to any Compensation to Your Money Claim. The Client hereby agrees to the Company remitting the Compensation to Your Money Claim and for Your Money Claim to retain the Fee before paying the balance of the Compensation to the Client. Notwithstanding such agreement, should the Compensation be paid direct to the Client, Your Money Claim will invoice the Client for the Fee which will become immediately due and payable by the Client to Your Money Claim. If this fee is not paid in full within 14 days of the dated invoice it shall be deemed a termination of the Agreement and will fall under clause 3.6 below;

3.5 give Your Money Claim the right to deal exclusively with the Claim,

unless otherwise agreed in writing by the Client and Your Money Claim;

3.6 subject to clause 3.7 below, if this Agreement is terminated by the Client for any reason, pay Your Money Claim either £500 + VAT (cancellation fee) or, if the Claim has already been submitted by Your Money Claim and Your Money Claim proceeds with the Claim and the Claim is successful, the Fee or the Cancellation fee, whichever is the greater.

3.7 if the Client terminates this Agreement and Your Money Claim proceeds with the Claim, if the Claim is unsuccessful and no Compensation is payable to the Client, the Client will not be liable to pay the said cancellation fee referred to in clause 3.6 above or any monies whatsoever in respect of the Claim;

and

3.8 for the avoidance of doubt not be liable for any charge in respect of the Claim if the Claim is pursued and the Company pays no Compensation.

## 4. Your Money Claim will:

4.1 rely on the information and documents provided by the Client to Your Money Claim as being true, accurate, and complete. Your Money Claim will not audit, test or check such information or documents except where it is under a legal obligation to do so;

4.2 use its reasonable endeavours to obtain the maximum Compensation for the Claims which are pursued;

4.3 accept no liability for an unsuccessful Claim or for the amount of compensation paid to the Client;

4.4 promptly notify the Client if the Claim is not to be pursued. It is at Your Money Claim's sole discretion to decide whether or not to proceed with the Claim at any time during the claims process but Your Money Claim must act reasonably in taking any such decision;

4.5 promptly notify the Client of the outcome of the Claim;

4.6 as soon as is reasonably practicable following the settlement of a Claim and the payment of Compensation by the Company to Your Money Claim, pay the Client the balance of the Compensation, after deducting the Fee; and

4.7 preserve confidentiality, including the Client's personal information (even when this Agreement has terminated and the Client is no longer a client), save as expressly or implicitly authorised to the contrary including where disclosure is made at the Client's request or with the Client's consent in relation to pursuing the Claim or where otherwise required by law.

## 5. Disclaimer

5.1 Your Money Claim accepts no liability for any loss suffered by the Client by entering into this Agreement and specifically in the event that no Compensation is paid to the Client by the Company. Any claim by way of consequential damage arising out of any act or omission or commission by Your Money Claim is specifically excluded.

5.2 You are aware that you could complain directly to the Company at no cost, with the ability to take matters further with the Financial Ombudsman Service yet still wish to pursue your complaint via Your Money Claim.

5.3 Please note you have 14 days (which starts from the date you signed the authority) to cancel your authority, instructing us to act on your behalf.

5.4 Full details of Your Money Claim's internal complaints handling procedures are available upon request.

5.5 Your Money Claim is regulated by the Ministry of Justice in respect of regulated claims management activities; number CRM23004.

## 6. Governing Law

6.1 This Agreement shall be subject to the laws of England and Wales.

# yourmoneyclaim

If you have ever taken out a mortgage, loan or credit card you may have been mis-sold Payment Protection Insurance (PPI) or been the victim of unfair charges.

We can claim your money back + interest



1 Complete this claim pack.

2 Return using the enclosed pre-paid envelope.

3 We will start your **NO WIN NO FEE** claim.

## claim form

### YOUR CONTACT DETAILS

Full name:

Main phone number:

Mobile phone number:

Email address:

# Letter of Authority

This page will be sent to your provider to inform them that you have given Your Money Claim authority to act on your behalf.

## To Whom It May Concern

THIS LETTER OF AUTHORITY RELATES TO ANY AND/OR ALL POLICY/POLICIES AND/OR AGREEMENT/AGREEMENTS THAT I/WE HAVE HELD WITH YOUR COMPANY THROUGHOUT MY/OUR COMPLETE HISTORY

### Authorisation to Your Money Claim

I/We authorize Your Money Claim to act on my/our behalf in pursuing my/our claim/complaint in respect of the advice received from and/or sales/charges made by the Company relating to my/our policy/policies and/or agreement/agreements. I/We give Your Money Claim full authority to refer the claim/complaint to the Financial Ombudsman Service if this is believed to be in my/our best interest.

### Instructions to the Company

Please take this letter as my/our instruction to you, the Company, to deal directly with Your Money Claim in respect of the claim/complaint and to provide them with any information they request and require to pursue my/our claim/complaint.

I/We acknowledge that I/we could pursue this claim/complaint against the Company myself/ourselves without the involvement of Your Money Claim but that I/we have instead opted to engage Your Money Claim whose fees will be recoverable from me/us.

### Redress/Compensation

This letter constitutes a full assignment by me/us to Your Money Claim of my/our entitlement to any redress or other monies agreed or awarded to me/us. Such monies will promptly be paid to me/us by Your Money Claim less their fee for the services carried out by them.

I/We hereby instruct you to pay any award of compensation to Your Money Claim who will hold the money on my/our behalf. The redress is to be paid to: Your Money Claim - Client Account.

I/We understand that in the event of a successful claim/complaint, my/our payment protection policy/policies will be cancelled and it is my/our responsibility to arrange replacement cover if required.

I/We understand that if the Company uses my/our redress monies to reduce an outstanding debt balance on my loan(s) and/or credit card(s) a full fee will still be payable to Your Money Claim.

### Instructions to Third Party

In the event that you need to contact a third party to progress my/our claim/complaint for any reason, I/we hereby give my/our full authority and consent for the third party to provide the Company and Your Money Claim with any information they may request and/or require to pursue my/our claim/complaint.

### Declaration of Truth

I/We confirm that the information given to Your Money Claim is to the best of my/our knowledge accurate and a truthful reflection of my/our recollection of events at the point of sale.

### Terms of Engagement

I/We have read and accept Your Money Claim's Terms of Engagement and give them full authority to make a claim/complaint on my/our behalf.

Your Full Name:



Joint Full Name (if applicable):



Your Date of Birth:



Joint Date of Birth (if applicable):



Your Signature:



Joint Signature (if applicable):



Today's Date:



Today's Date:



Your Full Address:



Previous address (if less than 3 years at current address):



# Application to make a claim

<b>Loan / Credit card provider</b>	<b>EG: Barclays</b>		<b>EG: Welcome Finance</b>		<b>EG: Capital One</b>	
<b>Loan account no. / Credit card no. (if known)</b>						
<b>PPI claim / Charges claim (tick as appropriate)</b>	PPI <input type="checkbox"/> Charges <input type="checkbox"/>		PPI <input type="checkbox"/> Charges <input type="checkbox"/>		PPI <input type="checkbox"/> Charges <input type="checkbox"/>	
<b>WHEN YOU TOOK OUT YOUR LOAN ...</b>	Please tick		Please tick		Please tick	
	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
Were you employed full time?	Y	N	Y	N	Y	N
Were you employed part time?	Y	N	Y	N	Y	N
Were you self-employed?	Y	N	Y	N	Y	N
Were you contracting?	Y	N	Y	N	Y	N
Were you retired?	Y	N	Y	N	Y	N
Were you unemployed?	Y	N	Y	N	Y	N
Were you a student?	Y	N	Y	N	Y	N
Did you specifically ask for PPI?	Y	N	Y	N	Y	N
Was it made clear to you that the PPI was optional?	Y	N	Y	N	Y	N
Were you told that you had to have PPI as a condition of the loan?	Y	N	Y	N	Y	N
Were you told that you could buy PPI elsewhere?	Y	N	Y	N	Y	N
Was the PPI added without your knowledge?	Y	N	Y	N	Y	N
Was the full cost of the PPI explained to you?	Y	N	Y	N	Y	N
Did you have any existing medical conditions?	Y	N	Y	N	Y	N
Were you asked about your medical history?	Y	N	Y	N	Y	N
Were you entitled to sick pay from your employer?	Y	N	Y	N	Y	N
Did your loan replace an existing loan with the same provider?	Y	N	Y	N	Y	N
Did you settle your loan early?	Y	N	Y	N	Y	N
Did you have an existing PPI policy with another provider when you took out the loan?	Y	N	Y	N	Y	N
Are you currently bankrupt, in an IVA or Debt Management Programme?	Y	N	Y	N	Y	N
Are you in arrears with your loan?	Y	N	Y	N	Y	N
Do you have the original paperwork? (Please send)	Y	N	Y	N	Y	N

# Final Checklist

Please use this checklist to make sure we can start your claim as soon as possible

## Have you ...

- Signed the Letter of Authority?
- Dated the Letter of Authority?
- If this is a joint claim, both of you must sign and date the Letter of Authority
- Enclosed copies of the original paperwork and/or subsequent statements? (if you have them)

## Recommend a Friend

### May we also take this opportunity to tell you about our Recommend a Friend Scheme...

We know there is no higher praise than you recommending us to your friends and family. Our referral scheme is our way of saying thank you.

We offer the Industry's leading referral scheme \*

Encourage your friends and family to reclaim their money and we will give you **10% of our fee** for every recommendation which results in a successful claim.

Simply encourage your friends and family to call or apply online.

Please be aware that you can only earn your fee if your friends or family let us know that you referred them!

**EXAMPLE:** Your friend receives a £5000 compensation award, you receive a £125 referral fee.\*\*

\* Accurate at time of press.

\*\* Payable on successful completion of claim.

### Referral 1

Full name:

Telephone and/or email

### Referral 2

Full name:

Telephone and/or email

### Referral 3

Full name:

Telephone and/or email

### Referral 4

Full name:

Telephone and/or email