

No Win  
No Fee



## 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 "Agreement" means these Terms of Engagement and/or the Letter of Authority. The Agreement is between Your Money Claim and the Client for the provision of Services which shall be carried out in accordance with these Terms.
- 1.2 "Your Money Claim" means Your Money Management Ltd trading as Your Money Claim having its office address at: Victory House, The Sidings, Whalley, Clitheroe, Lancashire. BB7 9SE
- 1.3 "Claim(s)" means the Client claim or claims made against the Company relating to the mis-selling of a payment protection insurance policy or policies; or the application of unlawful charges to the account(s) of the Client.
- 1.4 "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.
- 1.5 "Company" means the Financial Institution, Bank, Building Society, Credit Card Company or Financial Advisor or any other entity which sold the policy or gave the advice to the Client, or applied the unlawful charges (including, for the avoidance of doubt, any employee, director, agents, representatives and associates of the said entities or any other entity and/or any of their predecessors).
- 1.6 "Compensation" means the total of any reasonable sums offered by the Company as a result of a Claim, including but not limited to, gestures of goodwill, interest, reductions in borrowing and/or arrears, and repayment of premiums. It also includes the non-application of interest which means where a bank or other institution has elected not to apply interest on any arrears and therefore interest charges previously accrued have been waived, the amount of that waiver will form part of the Compensation awarded.
- 1.7 "Fee" means the fee of 25% of the Compensation, plus VAT – payable to Your Money Claim for the Services carried out by it. For example, if Your Money Claim recovers £1,000 Compensation which is paid cash to the Client, the Fee would be £250 plus £50 VAT = £300. A further example being where Compensation is £2,500, of which £2,000 is used to reduce the Client's loan and a cash payment of £500 is made to the Client, Your Money Claim's Fee would be £625 plus £125 VAT = £750.
- 1.8 "Letter of Authority" means the letter included in the claim pack to be sent to the Company authorising Your Money Claim to act for the Client.
- 1.9 "Reasonable Expenses" means only in the event of termination of this agreement, fees to pay include any costs incurred by Your Money Claim in obtaining the necessary details in order for the Claim(s) to be pursued/advanced. Furthermore, an initial assessment fee for each Claim of £25 plus VAT, letter to the Company at £15 plus VAT, letter to the Client at £15 plus VAT. Any other work undertaken will be charged at a rate of £25 plus VAT per hour.
- 1.10 "Services" means the services provided by Your Money Claim including assessing the viability of, preparing, submitting and negotiating the Claim(s).
- 1.11 "Terms" means the Terms of Engagement.
- 1.12 "Unsuccessful Claim" means one where no compensation is offered by the Company and/or the Financial Ombudsman Service and/or the Financial Services Compensation Scheme.
- 1.13 "VAT" means Value Added Tax to be charged at the applicable rate.

### 2. CONDUCT OF ENGAGEMENT

2.1 Notwithstanding clauses 6.1 and 6.2, by signing and returning the Letter of Authority the Client hereby agrees to be bound by the Terms of Engagement and appoints Your Money Claim to provide the Services.

### 3. THE CLIENT'S OBLIGATIONS

The Client agrees:-

- 3.1 to provide Your Money Claim with their consent and full authority to deal with the Company on the Client's behalf and to obtain available relevant information from whatever source on a continuing basis by completing and signing the Letter of Authority;
- 3.2 to provide all available necessary and complete information and documents to Your Money Claim in order that Your Money Claim may assess and pursue any Claim and in so doing expressly warrants that all information and documents provided to Your Money Claim will be accurate;
- 3.3 to deal promptly, and in any event within 28 days, with all reasonable requests by Your Money Claim for authority, information, documents and further instructions that Your Money Claim may from time to time require. In the event the Client breaches this term and/or 3.4 and/or 3.5 below, the agreement will fall under term 6.4;
- 3.4 to promptly, and in any event within 28 days, inform Your Money Claim of any relevant matters affecting the Claim and forward any documentation from the Company in respect of the Claim;
- 3.5 to give Your Money Claim the right to deal exclusively with the Claim unless otherwise agreed in writing by the Client and Your Money Claim. This includes the Client not liaising with the Company regarding the Claim unless authorised to do so in writing by Your Money Claim;
- 3.6 to authorise the Company to remit the Compensation to Your Money Claim and for Your Money Claim to retain the Fee before paying the Client. Notwithstanding such agreement, the Client agrees that in the event the Company pays the Compensation directly to the Client, the Client will pay Your Money Claim the Fee within 14 days of receipt of such payment. In the event that the Compensation is used by the Company to reduce borrowings and/or arrears and does not pay a cash award that is able to settle the Fee, the Client agrees to propose an agreeable payment arrangement with Your Money Claim for the Fee;
- 3.7 to pay any additional costs associated with any action deemed appropriate by Your Money Claim in the recovery of any Fees that remain unpaid by the Client. Your Money Claim reserves the right to refer debts to a collection agency and/or to pursue legal action which may result in the Client being charged further fees. Your Money Claim reserves the right to charge interest at the rate of 8% per annum on all Fees that remain unpaid by the Client;
- 3.8 to accept any reasonable offer of Compensation made by the Company, or the Financial Ombudsman Service, or the Financial Services Compensation Scheme, that is calculated in accordance with redress guidelines set out by the Financial Ombudsman Service and/or the Financial Services Compensation Scheme. Only where the Company has calculated the Compensation in line with guidelines, but have withheld Compensation by reason of an alternative policy being suitable may an offer be rejected by the Client;

### 4. YOUR MONEY CLAIM'S OBLIGATIONS

Your Money Claim agrees:-

- 4.1 to assess the viability of, prepare, submit and negotiate the Claim. In so doing Your Money Claim will, at all times, act reasonably and will be entitled to use its discretion in determining whether or not to proceed with the Claim (this does not affect the Client right to withdraw);
- 4.2 to notify the Client, as soon as is reasonably possible, of the outcome of the Claim;
- 4.3 to pay the Client the balance of Compensation after deduction of any outstanding Fees due by the Client to Your Money Claim, as soon as is reasonably possible, following the settlement of a Claim and the payment of Compensation by the Company to Your Money Claim;
- 4.4 to preserve the Client's confidentiality, including the Client's personal information (even when this Agreement has terminated and the Client is no longer a client), save as to 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;
- 4.5 to 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 process;
- 4.6 to promptly notify the Client in writing if the Agreement is terminated, and provide reasonable grounds and explanation as to the reason for the termination.

### 5. LIMITATION OF LIABILITY

- 5.1 Your Money Claim does not accept liability where a Claim is rejected by the Company and/or the Financial Ombudsman Service and/or the Financial Services Compensation Scheme or for the amount of any Compensation offered, unless the rejection of the Claim is as a direct result of failings in its regulatory requirements by Your Money Claim.
- 5.2 Your Money Claim will not be liable for the accuracy of the information or documents provided by the Client.
- 5.3 Your Money Claim does not audit, test or check information or documents provided by the Client save for in circumstances it is under legal obligation to do so.

### 6. WITHDRAWAL & TERMINATION

Withdrawal;

- 6.1 Within 14 days of signing the Letter of Authority, the Client may withdraw from this Agreement by notifying Your Money Claim in writing by email to [info@yourmoneyclaim.co.uk](mailto:info@yourmoneyclaim.co.uk) or by recorded post to Your Money Claim, Victory House, The Sidings, Whalley, Clitheroe, Lancashire, BB7 9SE. In this event Your Money Claim will not invoice the Client for any costs and/or Fees. An example of a cancellation letter can be found via [www.yourmoneyclaim.co.uk/terms-of-engagement](http://www.yourmoneyclaim.co.uk/terms-of-engagement).

Termination;

- 6.2 The Client may terminate the Agreement at any time by advising Your Money Claim in writing by email to [info@yourmoneyclaim.co.uk](mailto:info@yourmoneyclaim.co.uk) or by recorded post to Your Money Claim, Victory House, The Sidings, Whalley, Clitheroe, Lancashire, BB7 9SE and paying all Reasonable Expenses incurred by Your Money Claim within 28 days of termination.
- 6.3 In the event the Client terminates after the receipt of an offer of Compensation, the Fee remains due in full and payable by the Client to Your Money Claim as set out in term 3.6.
- 6.4 If the Client fails to remedy any breach within 28 days without good reason explained in writing, after being served with proper notice Your Money Claim will be entitled to terminate this Agreement and the Client will be liable for all Reasonable Expenses incurred by Your Money Claim in dealing with the Claim(s), which will be due and payable within 28 days.
- 6.5 If Your Money Claim terminates the Agreement it will promptly notify the Client in writing and provide reasonable grounds and explanation as to the reason for termination. Your Money Claim will also provide the Client with an invoice to cover its Reasonable Expenses incurred for the work undertaken in processing the Claim(s) up to the date of termination which will become due within 28 days of termination and payable by the Client to Your Money Claim.

### 7. COMPLAINTS & DISPUTE RESOLUTION

- 7.1 Complaints can be made verbally by calling 01254 822 880 or in writing via email to [info@yourmoneyclaim.co.uk](mailto:info@yourmoneyclaim.co.uk) or by post to Your Money Claim, Victory House, The Sidings, Whalley, Clitheroe, BB7 9SE.
- 7.2 Your Money Claim will acknowledge receipt of your complaint within five working days;
- 7.3 Your Money Claim will be as thorough as possible and aim to resolve the complaint promptly, giving reasons for its decision. Wherever possible, the person investigating the complaint will not have been directly involved in the matter which is the subject of the complaint, and will have the authority to settle the complaint.
- 7.4 If Your Money Claim is unable to send the Client a final response within four weeks, Your Money Claim will contact the Client and explain why. Your Money Claim will then endeavour to issue a final response within the next four weeks.
- If the Client is not satisfied with Your Money Claim's response, or if a complaint is not resolved after eight weeks, the Client may refer the complaint to Claims Management Regulator, 57-60 High Street, Burton upon Trent, Staffordshire, DE14 1JS, or via email to [consumer@claimsregulation.gov.uk](mailto:consumer@claimsregulation.gov.uk), or via telephone by calling 0333 200 0110.

### 8. DISCLAIMER

- 8.1 The Client is aware that they could complain directly to the Company at no cost, with the ability to take matters further with the Financial Ombudsman Service yet in signing and returning the Letter of Authority, still wishes Your Money Claim to pursue the Claim(s).
- 8.2 Your Money Management Ltd trading as Your Money Claim is regulated by the Claims Management Regulator in respect of regulated claims management activities; number CRM32129.
- 8.3 Your Money Claim reserves the right to change these Terms to reflect changes or predicted changes in legislation, taxation or regulation, or as a result of decisions made by the Financial Ombudsman Service. Any change in terms will not affect Client termination rights.

### 9. Governing Law

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

# yourmoneyclaim

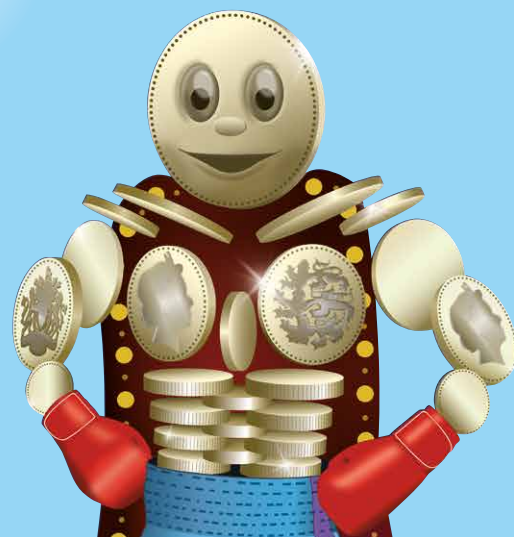
Fighting Your Corner



www.yourmoneyclaim.co.uk

tel: 01254 822880

**Fighting Your Corner**



**£ BILLIONS** set aside in compensation for mis-sold PPI & bank accounts

**MILLIONS** are entitled to compensation

Had mortgages, loans, credit cards, bank accounts?

You could be owed **££££s**

Experts in reclaiming mis-sold PPI & bank accounts

**We've claimed ££££s for thousands!**

- 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:

\* Your Money Management Ltd trading as Your Money Claim operates on a "No Win No Fee" basis. This means that there are no upfront costs to pay. Our fee only becomes payable on the successful outcome of a claim. A cancellation fee is payable if you decide that having instructed Your Money Claim to act on your behalf, and after 14 days of signing your Letter of Authority, you do not wish to continue pursuing your claim with us. The cancellation fee is the reasonable costs incurred for the work undertaken. Please see our terms of engagement.

# 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 ALL POLICIES AND/OR ALL AGREEMENTS THAT I/WE HAVE HELD WITH YOUR COMPANY THROUGHOUT MY/OUR COMPLETE HISTORY

### Authorisation to Your Money Claim

I/We authorise Your Money Management Ltd trading as 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 all of my/our policies and/or all of my/our 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/or 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

I/We authorise the company to remit any compensation or other monies agreed to Your Money Claim. Such monies will promptly be paid to me/us by Your Money Claim less their fee for the service carried out by them.

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/our agreement/agreements 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 different when agreement/account taken out):



# Application to make a PPI/Insurance claim

<b>Loan / Credit card provider</b>	EG: Barclays			EG: Welcome Finance			EG: Capital One		
<b>Loan account no. / Credit card no. (if known)</b>									
<b>PPI / Insurance claim / Charges claim (tick as appropriate)</b>	Charges <input type="checkbox"/> PPI/Insurance <input type="checkbox"/>			Charges <input type="checkbox"/> PPI/Insurance <input type="checkbox"/>			Charges <input type="checkbox"/> PPI/Insurance <input type="checkbox"/>		
<b>WHEN YOU TOOK OUT YOUR LOAN ...</b>	Please tick			Please tick			Please tick		
	<b>YES</b>	<b>NO</b>	<b>DON'T KNOW</b>	<b>YES</b>	<b>NO</b>	<b>DON'T KNOW</b>	<b>YES</b>	<b>NO</b>	<b>DON'T KNOW</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/Insurance?	Y	N	?	Y	N	?	Y	N	?
Was it made clear to you that the PPI/Insurance was optional?	Y	N	?	Y	N	?	Y	N	?
Were you told that you had to have PPI/Insurance as a condition of the loan?	Y	N	?	Y	N	?	Y	N	?
Were you told that you could buy PPI/Insurance elsewhere?	Y	N	?	Y	N	?	Y	N	?
Was the PPI/Insurance added without your knowledge?	Y	N	?	Y	N	?	Y	N	?
Was the full cost of the PPI/Insurance 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 you settle your loan early?	Y	N	?	Y	N	?	Y	N	?
Did you have an existing PPI/Insurance 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	?
Did your loan replace an existing loan with the same provider?	Y	N	?	Y	N	?	Y	N	?

# Application to make a Packaged Bank Account Claim

<b>Name of Bank</b>		
<b>Bank Account No / Sort Code</b>		
<b>Account Holder Name</b>		

## WHEN YOU TOOK OUT YOUR BANK ACCOUNT ...

	Please tick			Please tick		
	YES	NO	DON'T KNOW	YES	NO	DON'T KNOW
Were the Terms and Conditions of the Packaged Bank account fully explained to you?	Y	N	?	Y	N	?
When you applied for the bank account were you under the impression that in order to have your account application approved you needed to have the packaged bank account?	Y	N	?	Y	N	?
Did the bank ask if the product was suitable for your needs?	Y	N	?	Y	N	?
Were you aware you had a packaged bank account?	Y	N	?	Y	N	?
Were you made aware that the bank account was available without the additional benefits?	Y	N	?	Y	N	?

**Packaged Bank accounts were generally made up of Breakdown Cover, Mobile Cover and Travel Insurance. With this in mind please answer the following questions.**

## BREAKDOWN COVER

Did you own your own vehicle?	YES	NO	?	YES	NO	?
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**If yes to the above please answer the question below**

Did you have alternative Breakdown/Road assistance cover?	YES	NO	?	YES	NO	?
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## MOBILE PHONE INSURANCE

Did you own your own mobile phone?	YES	NO	?	YES	NO	?
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**If yes to the above please answer the question below**

Did you have alternative mobile phone insurance?	YES	NO	?	YES	NO	?
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## TRAVEL INSURANCE

Do you travel abroad?	YES	NO	?	YES	NO	?
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**If yes to the above please answer the question below**

Did you have alternative travel insurance?	YES	NO	?	YES	NO	?
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