

# yourmoneyclaim

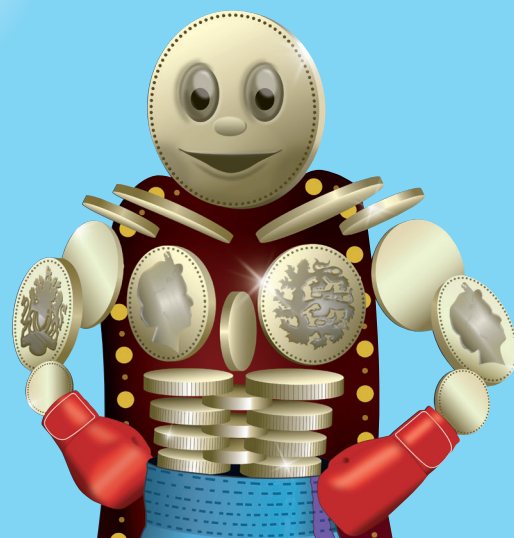
Fighting Your Corner



www.yourmoneyclaim.co.uk

tel: 01254 822880

Fighting Your Corner



## PPI DEADLINE TO BE INTRODUCED - CLAIM NOW!!!

The Financial Conduct Authority has announced plans to introduce a PPI deadline, urging consumers to make their claims as soon as is reasonably possible to avoid disappointment.

The mis-selling of Payment Protection Insurance (PPI), has been the biggest consumer financial scandal ever to hit the UK, with BILLIONS still left to be claimed.

**MIS-SOLD PACKAGED BANK ACCOUNTS** is the next big scandal so if you pay a monthly fee for your bank account, or have done within the last three years, you may be entitled to compensation.

### Why Make a Claim?

Over 34 MILLION PPI policies and 10 MILLION Packaged Bank Accounts have been sold. An extraordinary number of these have been sold unfairly simply to generate obscene profits for UK banks and lenders.

**PPI was added to loans, mortgages, car finance, hire purchase agreements, credit cards and store cards/catalogues.**

Millions of people across the UK won't even be aware they've had PPI, such were the tactics employed by banks and lenders when adding it to credit agreements.

We can find out for you, and build your case based partly on your experiences, coupled with a more technical argument revolving around consumer contract law and insurance sales regulation to ensure the strongest possible case is put forward.

### How Much Could You Be Owed?

The PPI bill is rising all the time and we expect the final figure will surpass £40 BILLION.

That is an average of almost **£1,500 per household!**

We estimate the Packaged Bank Account mis-selling scandal could cost the banks up to £8 BILLION!

### How Much Paperwork Will I Have To Complete?

Our experts are often able to complete all of the paperwork on your behalf, just leaving you to check and sign where necessary saving you the time and hassle of it all.

### What If I Don't Know My Account Numbers?

We do not need account numbers or paperwork so please don't worry if you don't have these.

**SO WHY NOT TAKE A MOMENT...YOU COULD BE OWED HUNDREDS, THOUSANDS OR EVEN TENS OF THOUSANDS!**

Kind regards

\*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.

Your Money Management Ltd trading as Your Money Claim is regulated by the Claims Management Regulator in respect of regulated claims management activities; our registration is recorded on the website [www.gov.uk/moj/cm](http://www.gov.uk/moj/cm) regulation number CRM32129. Your Money Management Ltd is registered as a company in England & Wales. Company Number 07443559. Office Address: Victory House, The Sidings, Whalley, Clitheroe, Lancashire, BB7 9SE.

**Below are some answers to many of the questions we get asked on a daily basis. If your question isn't listed please feel free to contact us and our team of friendly experts will be happy to answer your questions.**

#### **I CAN'T REMEMBER MY ACCOUNT NUMBERS**

We don't necessarily need account numbers or paperwork so please do not worry if you no longer have these.

#### **WHEN WAS PPI SOLD?**

We have seen instances of PPI being sold as early as the 1980's. Most banks/lenders stopped selling PPI in the last few years.

#### **HOW MUCH PPI COMPENSATION COULD I BE OWED?**

There is no sure way of knowing until the banks complete their calculations. However, we would estimate between 10%-25% of your loan payments each month would have been paid towards PPI if it was added. With credit cards you can expect between 0.5%-1.5% of your monthly balance would have been paid towards PPI. We do have an online calculator which could give you a rough estimate so please feel free to use it.

#### **WILL MAKING A CLAIM AFFECT MY RELATIONSHIP WITH MY BANK / LENDER ?**

NO! Lenders are not allowed by law to discriminate against customers who raise complaints, whatever that complaint may be.

#### **WILL MAKING A CLAIM AFFECT MY CREDIT RATING?**

The only impact it could have on your credit rating would be a positive impact.

#### **WHAT IF I AM IN ARREARS, BANKRUPT, OR IN AN IVA?**

You may still be entitled to compensation so we can still assist. We would recommend discussing this with you further so we can ensure making a claim would be in your best interest. This is because it is possible your bank/lender may choose to use any compensation to reduce your arrears, leaving you with our fee to pay but with no cash award to yourself.

#### **IS THERE A DEADLINE?**

The Financial Conduct Authority are expected to announce a deadline imminently so we urge customers not to delay.

#### **HOW LONG DOES THE PROCESS TAKE?**

This can vary dependent on whether the bank/lender requires more details, and whether they choose to reject the initial claim. We have created an online Process Timeline to give you an idea, so please feel free to have a look.

#### **WHAT IF THE BANK / LENDER CONTACTS ME DIRECTLY AND / OR MAKES ME AN OFFER?**

It is not uncommon for the bank/lender to attempt to make contact with you upon receipt of the claim. We would recommend that if this happens you politely remind them of our involvement and contact us at your earliest convenience. Likewise, if you receive an offer of compensation we recommend you contact us so we can offer you the appropriate advice regarding the offer, and the options available to you.

## **What is the Claims Process.**

A claim can take anywhere between 5 days (our record shortest time), up to 2 years to process.

How long your claim(s) will take depends on a number of factors, such as how long it takes to obtain the relevant information from your bank / lenders, to whether your bank / lender accepts liability for the claim or whether we have to escalate the matter to the Financial Ombudsman Service (commonly referred to as the FOS).

Below we have set out the average timescales you can expect to wait for each step along the process. We will of course always keep you updated as and when any significant developments arise as part of our service.

### **STEP ONE - Obtaining information (1-6 weeks)**

In the first instance, we need to obtain the relevant information, documentation and proofs from your bank / lender in order to determine whether there is a claim to be made.

To ensure this step is completed as quickly as possible we ask you to provide any previous names and/or addresses that you may have had since you took out your account / loan / mortgage / credit card etc.

This will enable your bank / lender to locate you on their systems, and provide the details we require to build a case.

### **STEP TWO - Claim launched, await a decision (4-12 weeks)**

If, following the completion of step one, it becomes apparent there is a claim to be made, we will build the case and file it with your bank / lender immediately.

You may be required to complete a short form at this stage, but we will contact you about this and attempt to complete it over the telephone to save time, and to save you the hassle of completing the forms.

Once your bank / lender have confirmed they have received all they require in order to investigate the claim they are allowed up to 8 weeks to provide their final response.

The bank / lender will either make an offer of compensation or they will reject the claim. Do not worry if your claim is rejected as banks often reject valid claims in the hope that the case goes away. Many bank's have been fined for these tactics. We will study their rejection and if we believe they have unfairly rejected the claim we will escalate the case to the Financial Ombudsman (FOS) for them to independently review.

### **STEP THREE - Offer of compensation (1-4 weeks)**

If your bank / lender accepts liability they will probably make an offer of compensation. We will check this offer to ensure it is fair and reasonable, and in line with the guidelines set out by the regulator.

Sometimes the bank / lender will ask for an acceptance form to be completed. Once the compensation has been agreed payment can take up to 28 days.

Banks / lenders generally pay compensation directly to you, the customer, and we will invoice you for our fee which is payable once the compensation has been disbursed.

### **STEP FOUR - Financial Ombudsman Service (6-24 months)**

Unfortunately, many lenders continue to reject valid claims.

If your claim is rejected we would review the rejection, and in the vast majority of instances, escalate the matter to the Financial Ombudsman Service (FOS). The FOS is an independent government body set up to resolve disputes between banks / lenders wherein a satisfactory resolution cannot be found.

Historically the FOS has found the majority of initially rejected claims have been rejected unfairly, so don't be too downhearted if the bank / lender reject your claim. If they find the claim has been rejected unfairly they will order your bank / lender to make an offer of compensation where necessary.

The only downside to cases going to the FOS is the wait, again down to the sheer number of rejections the banks and lenders are issuing daily. The FOS have a backlog but it's usually worth the wait.

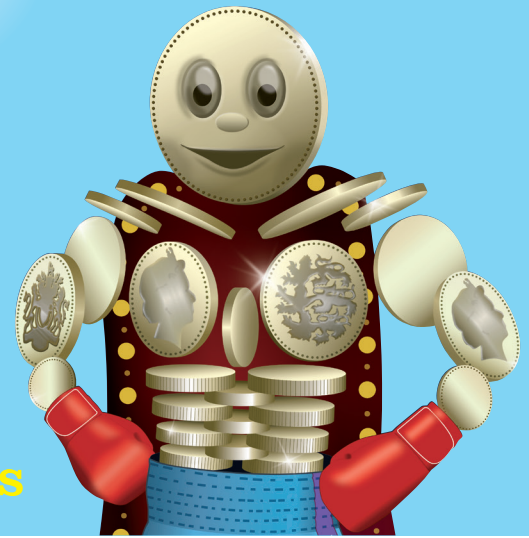
# yourmoneyclaim



www.yourmoneyclaim.co.uk

tel: 01254 822880

**The Compensation Claim Experts**



- ✓ Payment Protection Insurance Claims
- ✓ Packaged Bank Account Claims
- ✓ No Account Numbers Required
- ✓ Full PPI Check
- ✓ All Types of Credit Investigated  
(Mortgages / Loans / Credit Cards / Store Cards / Catalogues / Hire Purchase & Car Finance )

- 1 Complete this claim pack.
- 2 Return using the enclosed pre-paid envelope.
- 3 We will start your **NO WIN NO FEE** \* claim.

## YOUR CONTACT DETAILS

Full name:

Main phone number:

Email address

Mobile phone number

\* 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 for a Payment Protection Insurance Claim

Name of bank/lender/finance provider

Type of account (tick as many as are appropriate)

Mortgage(s)  Loan(s)  Credit Card(s)  Car Finance  Hire Purchase  Store Card(s)  Catalogue(s)

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 t/a Your Money Claim to act on my/our behalf in pursuing my/our 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 agreement(s). I/We give Your Money Claim full authority to refer the complaint to the Financial Ombudsman Service and/or the Financial Services Compensation Scheme 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 complaint and to provide them with any information they may request and/or require to pursue my/our complaint.

I/We acknowledge that I/we could pursue this 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 agreed to Your Money Claim. 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 understand that in the event of a successful 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 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 complaint.

### Declaration

I/We confirm that the information given to Your Money Claim is my/our responsibility and is, to the best of my/our knowledge, accurate and a truthful reflection of my/our recollection of events at the point of sale. I/We confirm that I/we have provided Your Money Claim with all documents in my/our possession that may be relevant to my/our complaint.

I/We understand that, in addition to the present Letter of Authority, I/We will need to provide further information when raising an expression of dissatisfaction to the Company, about the underlying product(s), service(s) and where known, specific account number(s) being complained about. Doing so will enable the Company to assess and determine the complaint as quickly and as effectively as possible.

### Terms of Engagement

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

Your Full Name:



Joint Full Name (if applicable):



(Please include any middle names, also stating any maiden name or other names you've used throughout your history with the lender.)

Date of Birth:



Date of Birth:



Signature:



Signature:



Today's Date:



Today's Date:



Your Current Address:



Your Current Address:



Please note below any previous addresses that you may have held throughout your entire history with the lender.

Your Previous Address:



Your Previous Address:



Was it made clear to you that the PPI was optional?

YES  NO  DONT KNOW

Did you feel pressured into taking out PPI?

YES  NO  DONT KNOW

Was the PPI added without your knowledge?

YES  NO  DONT KNOW

Were you made aware of how much the PPI would cost?

YES  NO  DONT KNOW

Your Money Management Ltd trading as Your Money Claim is regulated by the Claims Management Regulator in respect of regulated claims management activities; our registration is recorded on the website [www.gov.uk/moj/cmr](http://www.gov.uk/moj/cmr) regulation number CRM32129.

Your Money Management Ltd is registered as a company in England & Wales. Company Number 07443559. Office Address: Victory House, The Sidings, Whalley, Clitheroe, Lancashire, BB7 9SE.



# Letter of Authority for a Packaged Bank Account Claim

Name of Bank

Account Number(if known)

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 PACKAGED BANK ACCOUNTS 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 t/a Your Money Claim to act on my/our behalf in pursuing my/our complaint in respect of the advice received from and/or sales/charges made by the Company relating to all of my/our accounts. I/We give Your Money Claim full authority to refer the complaint to the Financial Ombudsman Service and/or the Financial Services Compensation Scheme 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 complaint and to provide them with any information they may request and/or require to pursue my/our complaint. I/We acknowledge that I/we could pursue this 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 agreed to Your Money Claim. 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 understand that in the event of a successful complaint, my/our packaged bank account benefits 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 account(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 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 complaint.

### Declaration

I/We confirm that the information given to Your Money Claim is my/our responsibility and is, to the best of my/our knowledge, accurate and a truthful reflection of my/our recollection of events at the point of sale. I/We confirm that I/we have provided Your Money Claim with all documents in my/our possession that may be relevant to my/our complaint.

I/We understand that, in addition to the present Letter of Authority, I/We will need to provide further information when raising an expression of dissatisfaction to the Company, about the underlying product(s), service(s) and where known, specific account number(s) being complained about. Doing so will enable the Company to assess and determine the complaint as quickly and as effectively as possible.

### Terms of Engagement

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

Your Full Name:



Joint Full Name (if applicable):



(Please include any middle names, also stating any maiden name or other names you've used throughout your history with the lender.)

Date of Birth:



Date of Birth:



Signature:



Signature:



Today's Date:



Today's Date:



Your Current Address:



Your Current Address:



Please note below any previous addresses that you may have held throughout your entire history with the lender.

Your Previous Address:



Your Previous Address:



Was it made clear to you that the Packaged Bank Account was optional?

YES  NO  DONT KNOW

Did you feel pressured into taking out the Packaged Bank Account?

YES  NO  DONT KNOW

Did the bank give you advice or recommend the Packaged Bank Account to you?

YES  NO  DONT KNOW

Have you registered and/or made a claim on any of the insurance products provided by the Packaged Bank Account?

YES  NO  DONT KNOW

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Your Money Management Ltd is registered as a company in England & Wales. Company Number 07443559. Office Address: Victory House, The Sidings, Whalley, Clitheroe, Lancashire, BB7 9SE.

## **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 PACKAGED BANK ACCOUNT 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(s) claim or claims made against the Company relating to the mis-selling of a packaged bank account or accounts.
- 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, or any other entity which sold the packaged bank account(s) or gave the advice to the Client (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 sums reasonably offered by the Company as a result of a Claim, including but not limited to, tax deductions, gestures of goodwill, interest and reductions in borrowing.
- 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 second example being where Compensation is £2,500, of which £2,000 is used to reduce the Clients overdraft and a cash payment of £500 is made to the Client, Your Money Claim's Fee would be £625 plus £125 VAT = £750. A third example being where Compensation is £750, of which £750 is used to reduce the Clients overdraft and a cash payment of £0.00 is made to the Client. Your Money Claim's Fee would be £187.50 plus £37.50 VAT = £225.
- 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 on 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 all available and relevant information from whatever source 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.
- 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 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 that is calculated in accordance with redress guidelines set out by the Financial Conduct Authority and/or the Financial Ombudsman Service.

### **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 or for the amount of any Compensation offered, unless the rejection of the claim is as a direct result of failings in its legal 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 or by making any other clear statement. 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). In this event Your Money Claim will not invoice the Client for any costs and/or Fees.

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 or by making any other clear statement 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 of termination.
- 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 If at any point the Client becomes unhappy with the service Your Money Claim provides or the Client has concerns about their bill then the Client should inform Your Money Claim immediately so that Your Money Claim can do its best to resolve the problem. Your Money Claim has a procedure in place which details how complaints are handled which is available at [www.yourmoneyclaim.co.uk/complaints](http://www.yourmoneyclaim.co.uk/complaints). Your Money Claim has eight weeks to consider a complaint.
- If Your Money Claim is unable to resolve the complaint then the Client can have the complaint independently looked at by the Legal Ombudsman. The Legal Ombudsman can investigate complaints up to six years from the date of the problem happening or within three years of when the Client found out about the problem. If the Client wishes to refer the complaint to the Legal Ombudsman this must be done within six months of Your Money Claim's final response to the complaint. For more information about the Legal Ombudsman their contact details are as follows:  
Visit [www.legalombudsman.org.uk/cmc](http://www.legalombudsman.org.uk/cmc)  
Telephone Number: 0300 555 0333 between 8.30am to 5.30pm.  
Calls to 03 numbers will cost no more than calls to national geographic numbers (starting 01 or 02) from both mobiles and landlines. Calls are recorded and may be used for training and monitoring purposes.  
For minicom users please call 0300 555 1777
- Alternatively, the Client can email the Legal Ombudsman via: [cmc@legalombudsman.org.uk](mailto:cmc@legalombudsman.org.uk) Legal Ombudsman, PO Box 6804, Wolverhampton, WV1 9WG.  
Do not send original documents to the Legal Ombudsman. They will scan any documents the Client sends to Your Money Claim to make computer copies and then destroy the originals.

### **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.

# 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 PPI / GENERAL INSURANCE 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 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 sums reasonably offered by the Company as a result of a Claim, including but not limited to, tax deductions, gestures of goodwill, interest, reductions in borrowing and/or arrears, and repayment of premiums.
- 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 second 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. A third example being where Compensation is £750, of which £750 is used to reduce the Client's arrears and a cash payment of £0.00 is made to the Client. Your Money Claim's Fee would be £187.50 plus £37.50 VAT = £225.
- 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 on 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 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.
- 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 Services Compensation Scheme that is calculated in accordance with redress guidelines set out by the Financial Conduct Authority 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 is legal 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 or by making any other clear statement. 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). In this event Your Money Claim will not invoice the Client for any costs and/or Fees.
- 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 or by making any other clear statement 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 of termination.
- 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 If at any point the Client becomes unhappy with the service Your Money Claim provides or the Client has concerns about their bill then the Client should inform Your Money Claim immediately so that Your Money Claim can do its best to resolve the problem. Your Money Claim has a procedure in place which details how complaints are handled which is available at [www.yourmoneyclaim.co.uk/complaints](http://www.yourmoneyclaim.co.uk/complaints). Your Money Claim has eight weeks to consider a complaint.
- If Your Money Claim is unable to resolve the complaint then the Client can have the complaint independently looked at by the Legal Ombudsman. The Legal Ombudsman can investigate complaints up to six years from the date of the problem happening or within three years of when the Client found out about the problem. If the Client wishes to refer the complaint to the Legal Ombudsman this must be done within six months of Your Money Claim's final response to the complaint. For more information about the Legal Ombudsman their contact details are as follows:  
Visit [www.legalombudsman.org.uk/cm](http://www.legalombudsman.org.uk/cm)  
Telephone Number: 0300 555 0333 between 8.30am to 5.30pm.  
Calls to 03 numbers will cost no more than calls to national geographic numbers (starting 01 or 02) from both mobiles and landlines. Calls are recorded and may be used for training and monitoring purposes.  
For minicom users please call 0300 555 1777  
Alternatively, the Client can email the Legal Ombudsman via: [cmc@legalombudsman.org.uk](mailto:cmc@legalombudsman.org.uk) Legal Ombudsman, PO Box 6804, Wolverhampton, WV1 9WG.  
Do not send original documents to the Legal Ombudsman. They will scan any documents the Client sends to Your Money Claim to make computer copies and then destroy the originals.

## 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.