


## Loan PPI Claim Pack

# 2 Easy steps to get your money back

STEP

1

## SIGN

Review the details we have already completed and amend anything that is inaccurate. Please try to complete any outstanding information; sign and date the **Terms of Service** and **Letter of Authority** where you see the . Joint policies will require both signatures.

STEP

2

## POST

Return the completed **Loan PPI Claim Pack** to us using the prepaid envelope provided. Please send in any paperwork you still have from the time of sale with your claim pack (e.g. loan agreement, policy schedule or any point of sale documents). Do not worry if you no longer have these.

If you have any questions please call us on **0800 804 8425**  
or email us at **info@investorcompensation.co.uk**

## Your Details

Your Name:

Joint Policy Holder:

Address:

Town:

Postcode:

E-mail address:

Date of birth:

Date of birth:

Home Tel:

Work Tel:

Mobile Tel:

Client 1 Occupation:

Client 2 Occupation:

## Your Loan Details

Have you made a claim on your PPI? YES  NO Was the claim successful? YES  NO 

## Why do you believe your Payment Protection Insurance (PPI) policy was mis- sold?

Please tick one or more quotes that apply to you.

- I did not realise that I had PPI attached to my account.
- I was not informed that the PPI was optional or that I could take out PPI with another a company.
- I had a sick pay scheme at work so did not need the policy.
- I was not fully informed of what the policy did and didn't cover.
- I thought that I could not take out the loan without agreeing to the PPI.
- I had an existing medical condition that was not taken into consideration when the policy was taken out.
- I am self employed so the policy would not have benefited me as I would not have been covered if I became out of work.

Please use space below for any other additional information

## Terms of Service

 Claim Reference: 

### Our Services

The services provided by Investor Compensation (Claims) LLP consist of:

- (a) An assessment of a potential claim for compensation arising in respect of your a loan and / or Payment Protection Insurance (PPI) Policy (the "Policy") by any Third Party
- (b) Representing the Client's(s') claim for compensation where Investor Compensation (Claims) LLP consider there is a potential claim

(c) Negotiating and obtaining a settlement Investor Compensation (Claims) LLP considers appropriate

(d) Where necessary and appropriate, Investor Compensation (Claims) LLP may negotiate the case through the Financial Ombudsman Service (FOS) Investor Compensation (Claims) LLP reserves the right, at any time and at its sole discretion, not to pursue a claim for compensation by notifying the client in writing and will where applicable, instruct a solicitor from their panel to issue legal proceedings on your behalf.

### PPI Settlement Service Charge

Investor Compensation (Claims) LLP will charge 25% + VAT on all benefits, monetary or otherwise.  
No Win No Fee.

### Agreement to Terms and Conditions

I/We have read the Terms and Conditions overleaf, specifically those relating to my/our payment obligations.


**Sign & Date**
**Client 1**

Sign Here

Date

**Client 2**

Sign Here

Date

## Letter of Authority

 Claim Reference: 

Name: \_\_\_\_\_

 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Postcode: \_\_\_\_\_

Name: \_\_\_\_\_

 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Postcode: \_\_\_\_\_

### To Whom It May Concern

As provided for under DISP2.7.2 R of the FSA Handbook, which states that "A complaint may be brought on behalf of an eligible complainant, or a deceased person who would have been an eligible complainant, by a person authorised by the eligible complainant or authorised by law". I/We hereby appoint and authorise Investor Compensation (Claims) LLP, to consider my/our claims for compensation in respect of mis-sold Loan and / or Payment Protection Insurance (PPI) and act on my / our behalf to seek compensation.

I/We hereby advise that wilful failure by the Third Party to follow my/our express instructions with regard to dealing with Investor Compensation (Claims) LLP, whom I/we have contracted with may render the offending party liable to legal recourse for procuring/ inducing a breach of contract; restraint of trade; breaches of the Competition Act 1988, the Enterprise Act 2002 and Articles 81 & 82 of the EC Treaty.

I/We confirm that I/we have lawfully contracted with Investor Compensation (Claims) LLP and authorise you to comply with any request for information that may be made, whether by telephone or in writing (including fax or e-mail). This authority will endure until further notice. I/We confirm that I/we have legally contracted with Investor Compensation (Claims) LLP and have expressly consented that all communications and payments be paid directly to Investor Compensation (Claims) LLP which will then be forwarded to me/us. Investor Compensation (Claims) LLP will, where applicable, instruct a solicitor from their panel to issue legal proceedings on your behalf.

This instruction relates to all products or claims with relation to the above named client

I/We confirm acceptance of this agreement and Charge Claims terms and conditions. I give them full authority to pursue/claim on my behalf.


**Sign & Date**
**Client 1**

Sign Here

Date

**Client 2**

Sign Here

Date

# Terms and Conditions

- Investor Compensation (Claims) LLP are instructed to act as my/our representative in the settlement of my PPI claim (which within this context includes any generic provider of financial services).
- I/We agree that no agency other than Investor Compensation (Claims) LLP is currently acting for me/us in the settlement of my PPI claim and that Investor Compensation (Claims) LLP is appointed as my/our sole representative in relation to this/these matter(s).
- Information relating to my/our claim will be provided to Investor Compensation (Claims) LLP upon commencement of this instruction. Investor Compensation (Claims) LLP will advise me/us of any further information required to pursue my/our claim and I/We will provide this information as soon as possible.
- I/We understand that Investor Compensation (Claims) LLP, by virtue of the Statute of Limitation, can only recover those charges and / or PPI premiums that have arisen during the past six years (five years if resident in Scotland).
- Upon receipt of the information from me/us and (where relevant), any additional information requested from the Bank, Investor Compensation (Claims) LLP may calculate the amount owed to me/us by the Bank in respect of the settlement of my PPI claim (plus interest where due). However, Investor Compensation (Claims) LLP accepts no liability for any errors or omissions, should the amount of the claim be miscalculated or disputed.
- Should any direct communication regarding this matter (including letters, telephone calls, or in personal conversations with the Bank's staff members) be entered into with the Bank, I/We will report this to Investor Compensation (Claims) LLP within 3 days from receipt and forward all relevant documentation directly to Investor Compensation (Claims) LLP.
- Investor Compensation (Claims) LLP will submit all necessary correspondence to the Bank and negotiate with it for the recovery of my/our money. I/We shall abstain from any pre-court negotiations with the Bank unless agreed in advance with Investor Compensation (Claims) LLP.
- Where requested, I/We will pay the £10 fee necessary to access my file (Data Subject Access Request) and/or the £1.00 fee for the section 77 request.
- I/We understand that should I/We provide any information to Investor Compensation (Claims) LLP, which is untrue or misleading resulting in an unsuccessful claim that I/We will be liable for all fees and disbursements (including court and solicitors costs) which will be payable within 14 days of receipt of an invoice submitted by Investor Compensation (Claims) LLP. Any work already completed may become chargeable at the rate of £85 + VAT per hour, or part thereof.
- Should legal action become necessary to recover my/our money, Investor Compensation (Claims) LLP will pay the fee payable to provide representation at Court (if applicable). Following successful recovery, I/We will reimburse any such costs directly to Investor Compensation (Claims) LLP, within 14 days of an invoice submitted by Investor Compensation (Claims) LLP.
- When Investor Compensation (Claims) LLP have represented me in the settlement of my PPI claim we charge a 25% fee + VAT on all amounts recovered. Our charges apply to the total value of benefits, monetary or otherwise.
- The standard 25% + VAT is payable on all sums recovered. Any court fees and/or solicitors costs, will be payable in addition to this fee should they be recovered from the Bank (whether they are included within the settlement or are paid by the Bank in addition to the settlement).
- I/We agree that all monies recovered from the Bank shall be paid directly to Investor Compensation (Claims) LLP, should the Bank so allow. Investor Compensation (Claims) LLP are authorised by me/us to deduct from the amount recovered from the Bank their fee plus any other fee that they have paid on my/our behalf before they forward the balance to me/us. Investor Compensation (Claims) LLP will provide a receipted invoice with the settlement to demonstrate the amount(s) paid to them.
- In the event that the Bank pays the settlement directly to me/us or if they reduce any of our debit balances by the settlement amount, then I/We will be liable to pay the fee (and any additional costs paid on my/our behalf) directly to Investor Compensation (Claims) LLP. (a) I/We agree to notify Investor Compensation (Claims) LLP of any settlement received from the Bank within 3 days of receipt. (b) Investor Compensation (Claims) LLP will issue an invoice for their services which will be payable within 14 days of issue.
- I/We agree that Investor Compensation (Claims) LLP can deduct the fees for my claim from my credit/debit card upon completion of my case.
- Investor Compensation (Claims) LLP may at their discretion charge interest on any unpaid invoice at the rate of 8% in respect of unpaid invoices.
- I/We agree not to accept any settlement that is communicated directly to us by the Bank without the consent of Investor Compensation (Claims) LLP.
- Termination: (a) Investor Compensation (Claims) LLP may terminate this agreement should the amount recoverable be deemed to be insufficient to progress. (b) I/We may terminate our instructions by providing written notice to Investor Compensation (Claims) LLP within 14 days of the date of this document. (It is recommended that you send any notice of cancellation by recorded delivery post). Termination after this period will be at the discretion of Investor Compensation (Claims) LLP and only then in exceptional circumstances; I/We will be liable for those costs which are equal to the sum payable in my/our case should my/our claim have been settled in full. Should the value of my/our claim be unknown then I/We may be liable for the reasonable costs incurred by Investor Compensation (Claims) LLP at the rate of £85 + VAT per hour, or part thereof.
- I/We understand that Investor Compensation (Claims) LLP will not disclose my/our personal information to anyone else.
- This agreement is covered by the Jurisdiction of English law and the Courts of England, Wales, Scotland and Northern Ireland.
- These Terms and Conditions relate to any and all products or claims for which the client has instructed Investor Compensation (Claims) LLP to act on their behalf.
- Investor Compensation (Claims) LLP will also offer Debt Advisory Line products at our discretion.
- Any monies paid to Investor Compensation (Claims) LLP in advance of a claim will be refunded within 14 days on receipt of request for cancellation.
- If you submit a fast track claim your case will be subject to Investor Compensation (Claims) LLP Terms and Conditions.

## The Claims Process

- Once we have received your claim pack, we will assess the viability of your claim. Following an assessment of your claim, we will raise a formal complaint against your bank for the settlement on your loan and/or PPI. Simultaneously, we will request a full financial breakdown of all account charges and where applicable instruct a solicitor from their panel.
- In the event that your bank fails to respond within 8 weeks from our original communication, then we have the option to a) issue a formal complaint to the Financial Ombudsman and/or the Financial Services Authority (FSA), or b) to commence legal proceedings against your bank. Either option is dependant on your claim value and will be confirmed if your bank fails to respond in the allotted time.
- Once settlement of your claim has been confirmed, your invoice will be raised – you must settle this within 14 days of issue. Once you have settled your invoice in full our authority will cease and we will be discharged of any further obligations to you. During our claim's process, we would ask that you limit any telephone contact unless absolutely necessary because any time spent discussing your claim restricts the claim progress and increases the processing time. Throughout our process, you may receive communications directly from your bank regarding the progress of your claim, including statements and gestures of goodwill settlements. You must contact us within 3 days of any offer or any such communication. By doing so, you will assist the progress of your claim. We have discovered a number of major high street banks are using an array of delaying tactics or attempting to offer tiny settlements. We can only advise you of the significance of any such communication if you promptly advise us upon receipt. You are advised that if you fail to advise us of any communication from your bank, you will not only impede the progress of your claim, but may also be liable to repay disbursement costs including but not limited to: legal fees, court fees and our service charge.

## Non Payment of Invoice

Without exception, all invoices must be paid in full within 14 days of issue. The costs of any telephone calls and invoice reminders may be added to the outstanding debt –  
• £10.00 + VAT Second and subsequent written reminder • £ 3.50 + VAT Second and subsequent telephone reminder • £50.00 + VAT Solicitors Letter Before Action (LBA)

## Debt Recovery

The costs of any County Court action (£25 - £100) will be added to the outstanding debt together with statutory interest, pursuant to Section 69 of County Court Act 984 until the debt is paid in full.

Please ensure you quote the Customer Reference on all correspondence



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Investor Compensation (Claims) LLP is regulated by the Ministry of Justice in respect of regulated claims management activities; its registration is recorded on the website [www.claimsregulation.gov.uk](http://www.claimsregulation.gov.uk)