

## Client Copy

### TERMS OF INSTRUCTION

I/we hereby appoint ReclaimMyCharges.com to act on my/our behalf as my/our representatives of this claim for compensation in respect of unreasonable sales or advice of credit card/bank charges and/or any Payment Protection Insurance that was miss-sold to me/us. I/we shall not enter into any agreements with the seller/lender without consulting ReclaimMyCharges.com first.

1. It is our objective to provide you with highest quality services to complete your claim. If at any time you are unsatisfied with any aspect of this agreement contact ReclaimMyCharges.com, Customer Service Department, Unit 6, Evans business centre, Hartwith Way, Harrogate, HG3 2XA.
2. This agreement can be cancelled by ourselves at any time if we think it is unlikely that your claim will be successful of which you will be notified immediately.
  - a. Do not sign this contract until you have read the terms and conditions and fully understand the contract and the services we provide.
  - b. Please note that you have a 14 day cooling off period which will allow you to withdraw from the contract without any cost to yourself. You may cancel the agreement at any time after the 14 day cooling off period in writing to reclaimmycharges.com; we will confirm receipt of the cancellation in writing. In such events the company reserves the right to recover from you the actual cost of work already completed on your behalf in the pursuit of this claim.
  - c. You also have the right to seek further legal advice before signing this contract or to shop around to see if you are able to secure an alternative method of pursuing your claim. We would point out you are able to contact both your creditors and the financial ombudsman yourself to pursue this claim free of charge.
3. ReclaimMyCharges.com, upon a successful claim and the bank/lender agree to compensation, shall be paid 25% plus VAT of the total benefit gained. **(Example; A win of £1000 x 25% equals a Fee of £250 plus VAT. Total payable to ReclaimMyCharges.com= £293.75)**
4. These Terms of Instruction are governed by English law and shall be construed in accordance with English Law. The English courts shall have exclusive jurisdiction in relation to any claim, difference or dispute with these Terms of Instruction or any matter arising from them.
5. ReclaimMyCharges.com makes no warranty or representation to you, the client that compensation is in anyway guaranteed.
6. The information that we obtain from you to pursue this claim may be "personal data" or "sensitive personal Data". This is protected by the Data Protection Act 1998; therefore signing this Term of Instruction will give us, ReclaimMyCharges.com, your consent to be able to access such information, allow us to hold such data in our files for as long as necessary for the purpose of providing the service and using our knowledge of your situation and from time to time, bring to your attention, information that may be of interest to you.
7. These Terms of Instruction may be varied or superseded at any time, by us, in writing.
8. A third party to this agreement (a person who is not a party to the agreement) has no rights under the (rights of the third party act 1999) to enforce any terms in this agreement.
9. These Terms of Instruction set out the entire agreement between you and ReclaimMyCharges.com.
10. This agreement is a binding contract.
11. I/we confirm that I/we have read and understood the above Terms of Instruction and by signing below, agree to ReclaimMyCharges.com acting on my/our behalf. I/we understood the Data Protection Statement.

## finally, please read and sign this declaration

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

I understand that:

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

### sign here

You need to sign, even if someone else is complaining on your behalf. If you're signing on behalf of a business, please give your job title.

\_\_\_\_\_  
signature

\_\_\_\_\_  
date

\_\_\_\_\_  
signature

\_\_\_\_\_  
date



### make sure you have ...

- ✓ included everything you want to tell us about your complaint
- ✓ enclosed a copy of the business's last letter
- ✓ enclosed copies of relevant documents

### now please post to ...

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

**phone** 0300 123 9 123  
*for security and training purposes,  
we may monitor or record phone calls*

**fax** 020 7964 1001    **dx** 141280 Isle of Dogs 3  
**email** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
**website** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

## Section F: your declaration

Please read and sign this declaration

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

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

”

**sign here**

*You need to sign, even if someone else is complaining on your behalf. If someone is complaining for you, your signature below means you authorise the person named on page 1 to represent you in this complaint.*

\_\_\_\_\_  
**signature**

\_\_\_\_\_  
**date**

\_\_\_\_\_  
**signature**

\_\_\_\_\_  
**date**

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## LETTER OF AUTHORITY

**Ref:** *(for office use only)*

Card Holders Name(s):

Credit card Lender:

Credit card Number:


### To whom it may concern:

1. As provided for the under rule DISP2.4.16 R of the Financial Services Authority (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 authorise ReclaimMyCharges.com to act on my/our behalf on my/our claim for compensation in respect of unreasonable sales or advice of Credit card/bank charges or miss-sold Payment Protection Insurance.
2. I/we confirm that I/we have lawfully contracted with ReclaimMyCharges.com to act on my/our behalf and that all communications and payments will be made direct to this company
3. I/we also authorise that where applicable (a)providers (b)arrangers and/or (c)lenders of the PPI release any other information to ReclaimMyCharges.com, whether confidential or otherwise, if or when requested either by telephone, writing, fax or Email and to be done so without delay. Any fee incurred for supplying such data pursuant to the data protection act to be debited to my account/ credit card with you. This authority will endure until further notice.
4. I/we hereby advise that wilful failure of any relevant parties to follow my/our express instruction with regard to dealing with ReclaimMyCharges.com whom I/we have contracted with, may render the offending party liable to legal recourse for inducing/procuring 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.

<b>SIGNATURE(s)</b>	<b>ADDRESS</b>
<b>DATE SIGNED</b>	<b>DATE of BIRTH</b>

**Please complete this questionnaire to the best of your knowledge.**

**REF:** (for office use)

**1.** What was the name of the lender you took the credit/Loan from?

**2.** Who arranged the Credit agreement for you? (Direct with the Lender/Bank, Online)

**3.** What date did you sign your agreement?

**4.** What was the name of the third party / Broker who arranged the Credit agreement for you?

**5.** Is the Agreement still in effect, if yes, when does it finish?

**6.** If no, when did the agreement come to an end?

**7.** If the account covered by the PPI is still current, are there any arrears?

**8.** At the time you obtained the loan/Credit card were you aware you were also purchasing PPI?

- 9.** If yes, please provide a brief summary of the advice you received from the Credit/loan company regarding the PPI;

- 10.** Were you advised you could obtain the loan/Credit card without PPI?

- 11.** Were you advised you could purchase PPI from other sources (e.g. Post Office)?

- 12.** Did the lender/creditor make obtaining the PPI a prerequisite to obtaining the loan/credit or perhaps state that the prospects of obtaining the loan/credit would be greatly enhanced if PPI was taken out at the same time?

- 13.** Were you *asked* whether you had any *existing* insurance, which may cover the loan/credit repayments?

Did you have any such insurance, which would adequately cover the repayments?

- 14.** Did you feel that you were being pressurised into buying the PPI?

- 15.** At the time you entered into the loan/credit agreement please indicate your employment status:

**16.** Did you have any pre-existing medical conditions when you entered into the agreement?

**17.** Were you asked about this and advised as to the implications this illness/condition may have on the validity of your PPI?

**18.** Were you notified of any exclusion which applied to the PPI and which might prevent you from making a claim under the policy e.g. age restrictions, medical conditions?

**19.** Did the PPI cover the entire term of your loan? (N/A to Credit card applications)

**20.** Did you know the cost of the PPI would be added to the loan/credit balance and that you would pay interest on the PPI premium throughout the period of the loan/credit balance?

**21.** Have you ever tried to make a claim on your PPI policy since the beginning of the loan agreement and if so what happened?

**22.** Are you in any kind of financial arrangement? (IVA, DMP or Bankruptcy)

**23.** Is there any other information you think may be relevant to the case?

**Statement of Truth**

The answers in this questionnaire are to the best of my knowledge, a true and accurate reflection of my understanding of the advice given to me at the time of taking out the policy.

**Signed** ..... **Dated** .....

**Print Name**..... **D/O/B**.....

**Signed** ..... **Dated** .....

**Print Name**..... **D/O/B**.....

Creditor/Lender	Account/Agreement No.

**Ref:** (For office use only)

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<b>Name(s):</b>	
<b>Address:</b>	
<b>Date:</b>	
<b>Signature(s):</b>	
<b>Contact Number</b>	