

## Mis-Sold Payment Protection Insurance Claims – Terms of Instruction

Please ensure that you read our Terms of Instruction carefully, sign below to confirm that you accept our terms, and return this document to us with your claim forms.



### OUR SERVICE

- We will consider whether the Payment Protection Insurance (PPI) policies submitted for review have been sold fairly and whether the provider has acted in breach of contract or duty.
- We will calculate the amount owed to you by the provider in respect of PPI claims submitted for review, and negotiate with the Provider to secure compensation in respect of PPI policies that we can identify as having been miss-sold.
- We will inform you of any offer made by a Provider and will advise you whether we consider the offer to be fair and reasonable.
- We will not agree anything without your approval.
- If you decide to reject an offer or advice that we have recommended which we have advised is fair and reasonable we will not be under any obligation to continue to act for you in respect of that claim but are entitled to charge our success fees.
- If we decide that you are or may be entitled to any compensation in respect of a claim that you have submitted, we may nominate a 3<sup>rd</sup> party to act on your behalf. In this instance we will prepare and submit the detail of the claim to the 3<sup>rd</sup> party on your behalf
- We may require the 3<sup>rd</sup> party to provide us with an undertaking to pay any additional fees which may become due to us under this agreement out of any compensation received on your behalf before we release any documentation to them. The 3<sup>rd</sup> party may issue you with separate terms.

### SUCCESS

- We will be considered to have been successful if you receive compensation from the provider of the PPI claim you have submitted for review (the "amount recovered").
- The amount recovered will be calculated against the total monies and the full value of benefits offered by the PPI Provider whether as compensation, a gesture of goodwill, policy refund or rebate, discount, reduction in the sum outstanding or otherwise arising from the claim made.
- A payment of compensation will be considered to have been paid by the creditor and received by you whether the amount is in fact paid to you or us, or is set off by the creditor against any other liability which you may have to the creditor.
- If we are successful we will charge you a success fee of 25% + VAT of the total amount recovered.
- Upfront administration fees paid upon appointment of our services will be offset from the total amount recovered before our success fee of 25% + VAT is charged.

### YOUR OBLIGATIONS

- We can only act for you in an effective manner if we have your full co-operation and accordingly you agree that you will;
  - Provide any further or other documents relating to the PPI policy which we may request from you from time to time
  - Reply promptly to all correspondence and other communications from us including requests for information and for instructions from you to accept or reject any offer which may be made by a Provider
  - Provide truthful and accurate answers and provide full information in response to all requests from us
  - Complete the client's instructions document truthfully and accurately and provide full information in response to the questions asked
  - Give us the right to deal exclusively with your claim, unless otherwise agreed in writing by you and us
  - Advise us of any contact or correspondence received directly from the Provider

### TERMINATION

- You may terminate this arrangement at any time
- If you terminate the arrangement you will only have to pay us any success fees if we have achieved success on your behalf
- We may terminate our arrangement with you if you commit any breach of our terms and if you fail to remedy that breach within 7 days of notice given by us to you

### ASSIGNMENT

- We may assign any of our rights under these terms
- You may not assign any of your rights or obligations under these terms without our agreement in writing

### COSTS CHARGES AND EXPENSES

- You will indemnify us against all costs, legal costs, charges and expenses which we incur in recovering any fees due from you to us under this agreement and will do so whether or not any claim we make against you is allocated to the small claims track and so that any legal costs will be summarily assessed and added to the amount of any judgment against you.

### Data Protection

Your Credit Matters will contact you directly with the best course of action to suit your individual circumstances once initial evaluation of each product submitted for review has taken place. If you express an interest in any products or services that are not available through Your Credit Matters, they may pass the data that you provide to carefully selected third parties for this purpose. The information held by Your Credit Matters may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998. **You have a legal right, upon payment of a fee, to receive a copy of the information Your Credit Matters holds about you if you apply to it in writing.**

Upon acceptance of these terms, and subsequent submission of individual claim questionnaire(s) and letter(s) of authority, you instruct Your Credit Matters to act on your behalf to review your PPI claims and try to secure payment(s) of compensation for these claim(s). You also agree that all information given on the schedule hereafter is accurate and true to the best of your knowledge.