

# Application to Make a Claim



Complete a **separate** application and letter of authority for **each** claim. Sign and post using the enclosed pre-paid envelope. **Relax**, we will start your **NO WIN NO FEE CLAIM**. Any questions, call **0800 988 4820**

## YOUR CONTACT DETAILS

Name

Main Phone Number

Mobile Phone Number

Email Address

## YOUR LOAN DETAILS

Loan Provider

Broker/Agent (if used)

When you took out the loan, were you? PLEASE TICK

Employed Full Time

Employed Part Time

Self Employed

Contracting

Retired

Unemployed

Home Maker

Other

What was your occupation?

## WHEN YOU TOOK OUT YOUR LOAN...

PLEASE TICK

YES NO

Was it made clear that PPI was optional?

Was PPI added without your knowledge?

Did you have any existing medical conditions?

Were you entitled to sick pay/ redundancy pay from your employer?

Were you told you had to have PPI?

Did you feel that you had to have the PPI to get the loan/credit card?

## ADDITIONAL INFORMATION

Have you made a claim on the policy?

Have you previously complained to the policy provider?

Are you currently bankrupt, in an IVA or debt management programme?

Are you in arrears with your loan?

Do you have the original paperwork? (If so, please send)



# before you post, check...

- ...have you signed the letter of authority?
- ...has any joint policy holder also signed?
- ...have you completed a separate letter of authority for each PPI policy?
- ...have you included your original loan documents (if you have them)?



Registered in England & Wales  
Registered Address: Vernon Road Stoke on Trent Staffs ST4 2QY  
Company Registration No. 05682279  
Assist Financial Management Limited is regulated by the Ministry of Justice in respect of regulated claims management activities. Registration Number CRM 18550.  
Our registration is recorded on the website [www.claimsregulation.gov.uk](http://www.claimsregulation.gov.uk)

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SK9 1NZ

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f 0800 988 4825  
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w [www.assist-fm.co.uk](http://www.assist-fm.co.uk)

# Terms of Engagement for the appointment of Assist Financial Management Ltd to act on the Client's behalf in all aspects of the administration and negotiation of the claim.

## 1 Definitions

- 1.1 "Claim(s)" means the Client's claim or claims 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;
- 1.2 "Client" means the policyholder/account holder(s), whose details are set out in the Letter of Authority and who have appointed Assist Financial Management Ltd to provide the Services;
- 1.3 "Company" means the Financial Institution and or persons to whom the Letter of Authority is addressed being the Insurance Company, 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 said entities or any other entity and/or any of their predecessors);
- 1.4 "Compensation" means any sums paid or awarded as calculated at the time of the award that would not have been paid if the Claim had not been made;
- 1.5 "Assist Financial Management Ltd" means Assist Financial Management Ltd, a limited liability company and a third party claims handler, registered in England and Wales with number 05682279 having its registered office at Vernon Road Stoke On Trent Staffs ST4 2QY
- 1.6 "Fee" means the fee of 30% plus VAT of the Compensation, payable to Assist Financial Management Ltd for the Services carried out by it. For example, if we recover £1,000 compensation, our fee would be £300.00 plus VAT.
- 1.7 "Letter of Authority" means the letter included in the claim pack to be sent to the Company from the Client;
- 1.8 "Services" means the services provided by Assist Financial Management Ltd including assessing the viability of, preparing, submitting and negotiating your Claim; and
- 1.9 "Terms" means these terms of engagement.

## 2. Conduct of Engagement

- 2.1 By signing and returning the Letter of Authority, the Client hereby agrees to be bound by the Terms and appoints Assist Financial Management Ltd to provide the Services for such period as to allow Assist Financial Management Ltd to assess, and if reasonably possible, to complete the Claim.

## 3. The Client will:

- 3.1 by completing and signing the Letter of Authority give Assist Financial Management Ltd his/her/their consent and full authority to deal with the Company on the Client's behalf and to obtain relevant information from whatever source on a continuing basis;
- 3.2 deal promptly with every reasonable request by Assist Financial Management Ltd for authority, information and documents and further instructions that Assist Financial Management Ltd may from time to time require. Failure to do so will give Assist Financial Management Ltd the right to terminate this Agreement forthwith and the Client will reimburse Assist Financial Management Ltd its reasonable costs incurred in pursuing the Claim to the date of termination;
- 3.3 promptly inform Assist Financial Management Ltd of any relevant matters affecting the Claim;
- 3.4 hereby assign his/her/their entitlement to any Compensation to Assist Financial Management Ltd. The Client hereby agrees to the Company remitting the Compensation to Assist Financial Management Ltd and for Assist Financial Management Ltd to retain the Fee before paying the balance of the Compensation to the Client. Notwithstanding such agreement, should the Compensation be paid direct to the Client, Assist Financial Management Ltd will invoice the Client for the Fee which will become immediately due and payable by the Client to Assist Financial Management Ltd. If this fee is not paid in full within 28 days of the dated invoice it shall be deemed a termination of the Agreement and will fall under clause 3.6 below;
- 3.5 give Assist Financial Management Ltd the right to deal exclusively

with the Claim, unless otherwise agreed in writing by the Client and Assist Financial Management Ltd;

- 3.6 subject to clause 3.7 below, if this Agreement is terminated by the Client for any reason, pay Assist Financial Management Ltd either £500 plus VAT (cancellation fee) or, if the Claim has already been submitted by Assist Financial Management Ltd and Assist Financial Management Ltd proceeds with the Claim and the Claim is successful, the Fee or the cancellation fee, whichever is the greater;
- 3.7 if the Client terminates this Agreement and Assist Financial Management Ltd proceeds with the Claim, if the Claim is unsuccessful and no Compensation is payable to the Client, the Client will not be liable to pay the said sum of £500 plus VAT referred to in clause 3.6 above or any monies whatsoever in respect of the Claim; and
- 3.8 for the avoidance of doubt not be liable for any charge in respect of the Claim if the Claim is pursued and the Company pays no Compensation.

## 4. Assist Financial Management Ltd will:

- 4.1 rely on the information and documents provided by the Client to Assist Financial Management Ltd as being true, accurate, and complete. Assist Financial Management Ltd will not audit, test or check such information or documents except where it is under a legal obligation to do so;
- 4.2 use its reasonable endeavours to obtain the maximum Compensation for the Claims which are pursued;
- 4.3 accept no liability for an unsuccessful Claim or for the amount of compensation paid to the Client;
- 4.4 promptly notify the Client if the Claim is not to be pursued. It is at Assist Financial Management Ltd's sole discretion to decide whether or not to proceed with the Claim at any time during the claims process but Assist Financial Management Ltd must act reasonably in taking any such decision;
- 4.5 promptly notify the Client of the outcome of the Claim;
- 4.6 as soon as is reasonably practicable following the settlement of a Claim and the payment of Compensation by the Company to Assist Financial Management Ltd, pay the Client the balance of the Compensation, after deducting the Fee; and
- 4.7 preserve confidentiality, including the Client's personal information (even when this Agreement has terminated and the Client is no longer a client), save as 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.

## 5. Disclaimer

- 5.1 Assist Financial Management Ltd accepts no liability for any loss suffered by the Client by entering into this Agreement and specifically in the event that no Compensation is paid to the Client by the Company. Any claim by way of consequential damage arising out of any act or omission or commission by Assist Financial Management Ltd is specifically excluded.
- 5.2 You are aware that you could complain directly to the Company at no cost, with the ability to take matters further with the Financial Ombudsman Service yet still wishes to pursue your complaint via Assist Financial Management Ltd
- 5.3 Please note you have 14 days (which starts from the date you signed the authority) to cancel your authority, instructing us to act on your behalf.
- 5.4 Full details of Assist Financial Management Ltd's internal complaints handling procedures are available upon request.
- 5.5 Assist Financial Management Ltd is regulated by the Ministry of Justice in respect of regulated claims management activities; our authorisation number is 18550

## 6. Governing Law

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

I/We have read and accept Assist Financial Management's Terms of Engagement and give them full authority to make a claim on my/our behalf.

Policy Holder's Signature

Print Name

Date

Joint Policy Holder's Signature

Print Name

Date

**1. Why should I use Assist Financial Management?**

Well, you can take up the claim yourself directly with the adviser or insurance company, or use one of the many other claims management firms out there. Although we can't guarantee to win your claim, you will be using an experienced and well established claims firm that will be working hard for you to get you the compensation you may be entitled to.

**2. What do I need to do?**

You complete the claim application and read the terms of business and letter of authority. If you're happy with everything then sign the letter of authority and send it back to use along with the Application Form.

**3. Do I need to provide any documents?**

If you have documents then it would be particularly helpful if you can send us copies, for example if you have a loan or credit agreement. If not, don't worry, because the letter of authority will enable us to get copies of the information from the adviser or insurance company.

**4. What can I claim for?**

You can claim for the return of any PPI payments plus interest at 8% if your PPI policy was mis-sold. If you have been charged interest on your PPI payments, perhaps because it was included within a credit account, then you could claim the effect of the interest back as well. However, you generally have to take action within 3 years of becoming aware of the problem or within 6 years of the event, whichever is later.

**5. How long will my claim take?**

The firm that sold the policy are required to resolve complaints generally with 8 weeks of receiving them. We may also have to refer your claim to the Financial Ombudsman Service (FOS). The FOS generally settles a third of cases within 3 months and aims to resolve most cases within 6 to 9 months. We will be doing all we can to get your claim completed as soon as possible.

**6. Can I claim if I am in a debt management plan, an IVA or have been made bankrupt?**

If you have an IVA or debt management plan you will be able to claim but you should be aware that the compensation will be used to pay your creditors and you will still be liable to pay our fee.

If you have been made bankrupt and have not yet been discharged then any redress is usually paid to the Official Receiver to be paid towards your debts. Our fee is usually paid out of your bankruptcy estate.

If you have been discharged from bankruptcy and the mis-sold PPI was taken out after your bankruptcy then you could be entitled to receive the compensation directly.

**7. How much do I have to pay?**

You won't pay us anything unless we're successful in winning your claim, in which case you will need to pay us 30% plus VAT of the total redress offered.

**8. How will my redress be paid?**

Redress can be paid in a variety of ways. However your redress is paid, our fee is based on the **total** amount of redress that is applied, which includes cash payments and amounts offset against your loan or amounts used to restructure your loan. This is why it is important to tell us about any arrears you have in relation to the credit or loan accounts. The tables below set out some examples in more detail.

**Example 1 - Where all of the redress is paid as a "cash" benefit.**

Firstly, you may receive a cheque back for the amount of redress or it may be paid directly to your bank account. This is usually the way if your loan has been repaid in full or there's a refund due when you cancel the PPI policy.

Total Redress	£1,000
Our Fee (30% plus VAT)	£360
Net amount of redress paid to you as cash	£640

**Example 2 - Where some of the redress is paid in cash and some is used to reduce your loan.**

If your loan or credit account is still in place with an outstanding balance then the lender may have to "restructure" your account. This means that the lender has to recalculate what your outstanding balance would have been if you had not been mis-sold the PPI policy. In this case, you will receive some redress as a cash payment and the remainder of the redress is "paid" against your loan.

Total Redress	£1,000
Of which amount "offset" against your loan balance	£300
Remaining amount paid as cash	£700
Our Fee (30% plus VAT) which is based on the total redress of £1,000	£360
Net amount of redress received by you as cash (£700 less our fee of £360)	£340

If you have arrears on your credit account or you have been issued with a "default notice" then the lender can use the redress to pay towards your outstanding balance. This may mean that you do not receive any cash benefit but you will still be required to pay our fee.

**9. What if I'm not happy with the service you provide?**

We pride ourselves on the high level of customer service that we provide, but if you feel that we haven't delivered then we want to hear from you. We have a full complaints handling procedure and if you'd like a copy of this just ask us or you can find it on our website.

If you're not happy with our response to your complaint you can refer it to the Claims Management Unit at Claims Management Regulation, Monitoring and Compliance Unit, 57 – 60 High Street, Burton on Trent, Staffordshire, DE14 1JS. You can telephone them on 0845 4506858 or email them at [info@claimsregulation.gov.uk](mailto:info@claimsregulation.gov.uk).

**10. Can I change my mind?**

You can change your mind within 14 days of signing the agreement and you won't have anything to pay. You should tell us you've changed your mind by writing to us.

**11. What if I change my mind after the 14 day period?**

You can change your mind after the initial cancellation period by giving us 14 days' written notice. If we've already undertaken work on your behalf we may make a charge to cover our reasonable costs in processing your claim to the point of cancellation.

**12. Will I have to go to Court?**

We will help you with your claim right up to and including the Financial Ombudsman Service. We will not represent you in taking legal action. If you wish to take legal action you will have to arrange this separately and pay the costs yourself.

**13. How can I keep track of my claim?**

We'll keep you informed of progress throughout the process and if the adviser or insurance company requests any further information that we need from you then we'll get in touch. Of course, you can call us at any time to check on the progress of your claim.

Assist Financial Management Ltd is regulated by the Ministry of Justice in respect of regulated claims management activities. Our authorisation number is CRM18550 which can be checked on the website [www.claimsregulation.gov.uk](http://www.claimsregulation.gov.uk)

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## 1 Definitions

1.1 "Claim(s)" means the Client's claim or claims 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;

1.2 "Client" means the policyholder/account holder(s), whose details are set out in the Letter of Authority and who have appointed Assist Financial Management Ltd to provide the Services;

1.3 "Company" means the Financial Institution and or persons to whom the Letter of Authority is addressed being the Insurance Company, 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 said entities or any other entity and/or any of their predecessors);

1.4 "Compensation" means any sums paid or awarded in respect of any claim made by us on or on your behalf. This includes "benefits", redress, gestures of goodwill, refunds, discounts, any reduction in the loan outstanding and/or any interest or capital recovered. Where such an offer is revised on appeal, then the higher amount shall be used in order to calculate the amount of compensation;

1.5 "Benefit" means all non-monetary benefits in whatever form including but not limited to all benefits that will arise from any waiver, cancellation, reduction, saving, deduction or rescheduling of any outstanding or future loan interest payments, credit payments, premiums, charges or other interest or administrative payments or any other savings, inducement, discount or rebate offered in relation to any other products or services offered by the Company or persons connected to the Company.

1.6 "Assist Financial Management Ltd" means Assist Financial Management Ltd, a limited liability company and a third party claims handler, registered in England and Wales with number 05682279 having its registered office at Vernon Road Stoke On Trent Staffs ST4 2QY

1.7 "Fee" means the fee of 30% plus VAT of the Compensation, payable to Assist Financial Management Ltd for the Services carried out by it. For example, if we recover £1,000 compensation, our fee would be £300.00 plus VAT.

1.8 "Letter of Authority" means the letter included in the claim pack to be sent to the Company from the Client;

1.9 "Services" means the services provided by Assist Financial Management Ltd including assessing the viability of, preparing, submitting and negotiating your Claim; and

1.10 "Terms" means these terms of engagement.

## 2. Conduct of Engagement

2.1 By signing and returning the Letter of Authority, the Client hereby agrees to be bound by the Terms and appoints Assist Financial Management Ltd to provide the Services for such period as to allow Assist Financial Management Ltd to assess, and if reasonably possible, to complete the Claim.

## 3. The Client will:

3.1 by completing and signing the Letter of Authority give Assist Financial Management Ltd his/her/their consent and full authority to deal with the Company on the Client's behalf and to obtain relevant information from whatever source on a continuing basis;

3.2 deal promptly with every reasonable request by Assist Financial Management Ltd for authority, information and documents and further instructions that Assist Financial Management Ltd may from time to time require;

3.3 promptly inform Assist Financial Management Ltd of any relevant matters affecting the Claim;

3.4 Agree to the Company remitting the Compensation to Assist Financial Management Ltd and for Assist Financial Management Ltd to retain the Fee before paying the balance of the Compensation to the Client. Notwithstanding such agreement, should the Compensation be paid direct to the Client, Assist Financial Management Ltd will invoice the Client for the Fee which will become immediately due

and payable by the Client to Assist Financial Management Ltd. If this fee is not paid in full within 28 days of the dated invoice it shall be deemed a termination of the Agreement and will fall under clause 3.6 below;

3.5 give Assist Financial Management Ltd the right to deal exclusively with the Claim. This means that you cannot appoint another person or firm to act on your behalf in respect of this claim, unless you terminate this agreement with us or unless otherwise agreed in writing by the Client and Assist Financial Management Ltd.

3.6 Not negotiate with the Company or the Financial Ombudsman Service in relation to the claim or accept an offer of redress which is made directly by the Company, by a person acting on the Company's behalf or the Financial Ombudsman Service, without first discussing the offer with Assist Financial Management Ltd;

3.7 Pay our Fee if we are successful in winning your claim; and

3.8 For the avoidance of doubt not be liable for any charge in respect of the Claim if the Claim is pursued and the Company pays no Compensation.

## 4. Assist Financial Management Ltd will:

4.1 rely on the information and documents provided by the Client to Assist Financial Management Ltd as being true, accurate, and complete. Assist Financial Management Ltd will not audit, test or check such information or documents except where it is under a legal obligation to do so;

4.2 use its reasonable endeavours to obtain the maximum Compensation for the Claims which are pursued;

4.3 accept no liability for an unsuccessful Claim or for the amount of compensation paid to the Client;

4.4 promptly notify the Client if the Claim is not to be pursued. It is at Assist Financial Management Ltd's sole discretion to decide whether or not to proceed with the Claim at any time during the claims process but Assist Financial Management Ltd must act reasonably in taking any such decision;

4.5 promptly notify the Client of the outcome of the Claim;

4.6 as soon as is reasonably practicable following the settlement of a Claim and the payment of Compensation by the Company to Assist Financial Management Ltd, pay the Client the balance of the Compensation, after deducting the Fee; and

4.7 preserve confidentiality, including the Client's personal information (even when this Agreement has terminated and the Client is no longer a client), save as 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.

## 5 How You Can Cancel This Agreement

5.1 You have 14 days (which starts from the date you signed the authority) to cancel your authority, instructing us to act on your behalf and you will have nothing to pay under this agreement.

5.2 You can cancel this agreement at any time after this by giving us 14 days' prior written notice.

5.3 If you cancel the agreement in accordance with clause 5.2 above we reserve the right to charge a fee to cover our reasonable costs for the work undertaking in processing your claim up to the date of cancellation.

5.4 If at the time of cancellation described in 5.2 above we have received confirmation that the claim is to be upheld we reserve the right to charge our full fee.

## 6 How We Can Cancel or Change This Agreement

6.1 We can cancel this agreement by giving you 14 days' notice in writing if any of the following events occur:

- a) We become aware that your claim is unlikely to succeed;
- b) You are declared bankrupt or have a bankruptcy petition presented against you;
- c) You enter into an Individual Voluntary Arrangement with your creditors;
- d) You do not follow reasonable recommendations made by us:

Terms of Engagement for the appointment of Assist Financial Management Ltd to act on the Client's behalf in all aspects of the administration and negotiation of the claim.

- e) You provide information which you knew to be false or misleading in support of your claim and this information is material to the success of your claim;
- f) You fail to respond to reasonable requests for information in a timely manner and this prevents us from providing the services; or
- g) You breach a term of this agreement and you do not correct this breach within 14 days of receiving written notification from us detailing the action required to resolve the breach.

6.2 Subject to the notice period in clause 6.3 below we may change the terms of this agreement to reflect the increased cost of providing the service to you, to reflect changes or predicted changes in legislation, taxation or regulation or to make a term more easily understandable.

6.3 We will always give you at least 30 days' written notice of any changes before they take place. If you are not willing to accept the proposed change you will be free to end the agreement and will have no further amount to pay under the Agreement except for the amount charged for cancellation in accordance with clause 5.3.

## 7. Disclaimer

5.1 Assist Financial Management Ltd accepts no liability for any loss suffered by the Client by entering into this Agreement and specifically in the event that no Compensation is paid to the Client by the Company,

5.2 This agreement is governed by English Law.

5.3 We may transfer our rights under this Agreement by giving you 30 days' written notice of such transfer.

5.4 You cannot transfer your rights under this Agreement but you can terminate the Agreement in accordance with clause 5 above, unless this results from fraud on our part or our breach of contract.

5.5 Assist Financial Management Ltd is regulated by the Ministry of Justice in respect of regulated claims management activities; our authorisation number is 18550 which can be checked on the website [www.claimsregulation.gov.uk](http://www.claimsregulation.gov.uk)

## 6. Governing Law

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