# Sclaimsadvicebureau

# LetterDate

{SalutationWJoint} {HouseName}{HouseNumber} {Address1} {Address2} {Address3} {Address4} {Postcode}

## Please find enclosed your claim forms regarding your potential claim.

All financial claims are subject to time restrictions and therefore it is important that you try and complete the forms as soon as possible. If you have any further questions or require help filling in the forms please call us on 0161 637 4242.

Lenders are now paying out an average of £3000.00 per claim for discretionary commissions on PCP and Hire Purchase according to the.

Claims should take a maximum of 8 weeks from when we receive your signed documents for you to receive an offer.

Please ensure that all documents are completed fully, ensuring you sign and date each required space so that your claim is completed as quickly as possible.

Kind Regards,

G Smith

George Smith. CLAIMS ADVICE BUREAU (UK) LIMITED, SENIOR CLAIMS HANDLER.

Claims Advice Bureau (UK) Limited. Ivy Mill Business Centre Crown Street Failsworth Manchester M35 9BD help@claimsadvicebureau.com www.claimsadvicebureau.com 0161 637 4242



### Letter of Authority

Lender: Account Number: Credit Type: Secured Loan

Client 1 Name: Date of Birth:

Client 2 Name: Date of Birth:

Client's Address:

Client's Previous Name:

Client's Previous Address:

• I/we hereby appoint and grant absolute authority to Claims Advice Bureau (UK) Limited to act exclusively on my/our behalf In relation to all matters In pursuit of my/our claim to seek compensation (Including, without limitation Interest) In respect of, the Insurance policy or policies sold In relation to my/our credit agreements on the basis that it or they have been mis-sold. • If during the process the Institution or Claims Advice Bureau (UK) Limited are obligated to contact any third party to progress the claim; I/we hereby give my/our authority and consent for the third party to provide Claims Advice Bureau (UK) Limited with any Information they require to pursue my/our statutory claim for compensation. • In accordance with the General Data Protection Regulation 2018, I/we Instruct you to release, without delay, to Claims Advice Bureau (UK) Limited all Information whether deemed confidential or otherwise; which they request on my/our behalf from time to time, by telephone or in writing (Including by fax or email) including without limitation any request made pursuant to Sections 77 and 78 of the Consumer Credit Act 1974. • Please regard this letter as my/our expressed authorisation of Claims Advice Bureau (UK) Limited to act in pursuance of my/our claim(s). I/we hereby confirm that the information given in this letter of Authority I will need to provide further information when raising an expression of dis-satisfaction to the Lender, about the underlying product(s), service(s) and where known specific account numbers(s) being complained about. Doing so will enable the Lender to assess and determine the complaint as quickly and as effectively as possible.

Signature of Client 1:		Date:	
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Signature of Client 2: \_\_\_\_\_ Date: \_\_\_\_\_

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#### **TERMS & CONDITIONS:**

#### 1. The Agreement:

1.1 These Terms & Conditions set out the agreement entered in to between the Client and the Company in relation to all of the Client's claims, upon signing the terms and conditions.

#### 2. Duty upon the Client:

2.1 To provide, without delay all relevant information, responses, authorisation, documentation and information to the Company in relation to the Client's claims.

2.2 To provide true and non-misleading information to the Company.

2.3 Agrees that all information provided may be used to process the claim(s).

2.4 To inform the Company of any payments received in respect of the claim, whether prior to the agreement with the Company or after the Company has processed the claim.

2.5 Agrees not to make a separate claim for compensation either themselves or through any other Company for the duration of this contract, as any separate claim(s) could cause confusion between Lender and Company.

2.6 To provide details of any communication between the Client and the Lender Institution, without delay, including that which is from the Client to the Lender and that which is from the Lender to the Client and shall send to the Company without delay a copy of any such communication in writing.

2.7 Confirm that no person other than the Client or a joint holder signing the Letter of Authority shall be entitled to any part of the compensation.

2.8 To confirm the Client is the only holder of the Policy (other than any other joint holder signing the Letter of Authority). 2.9 Confirm I/We have are not, nor ever have been in any Bankruptcy/IVA/Arrears/Debt Management.

#### 3. The Company's Authority from the Client:

3.1 By signing the Letter of Authority the Client exclusively instructs the Company to make and process the claim(s) in respect of discretionary commissions on HP/PCP agreements (Hire Purchase / Personal Contract Purchase) on the Client's behalf.

3.2 By signing the Letter of Authority the client exclusively instructs the company to look into all financial products on the Client's behalf.

#### 4. Compensation Payments and Company Fees:

4.1. Agrees to pay the Company a Fee of 30% Including Vat (20%) which is a total of 30% on any amount of compensation recovered as a refund from the Lender Institution in respect of the represented claim for discretionary commissions on HP/PCP agreements (Hire Purchase / Personal Contract Purchase). (Please see fee structure on page 5)

4.1.1 Agrees that where a Lender offers redress (upholds complaint) the client shall make payment 3 days after receiving monies from the Lender. (The Company will however contact the Client within a suitable timeframe to discuss the fee(s) and payment(s) once the claim is upheld)

4.1.2 Agrees that where a Lender Institution holds a current and active credit agreement, the compensation pay out may be off set against that active agreement and may not result in a cash pay-out.

4.1.3 Agrees that where the compensation payment reduces the outstanding credit amount and does not offer a lump sum pay out, the fees will still be applicable and payable within 3 days of settlement.

4.1.4 Agrees that the Company shall be entitled to charge after 14 days of the invoice being overdue a late payment fee of 5% per annum (accruing daily) above the base rate of National Westminster Bank on any amount due (and unpaid) from the Client to the Company.

#### 5. The Company's Obligations:

5.1 Gives no warranty that the claim will succeed and result in compensation, or to the amount of compensation that may result from the claim; but endeavours to do its best upon instruction from the Client.

5.2 To follow the necessary steps to pursue a claim on the Clients behalf.

5.2.1 To act in the best interest of the Client.

5.2.2 Make the Client aware, the Client is able to pursue a claim themselves without the help of any Claims Management Company.

5.3 Shall produce an invoice to the Client in respect of the Fee

5.4 To offer a No Win, No Fee service. (Subject to cancellation fees).

### 6. Limitation of the Company's Liability:

6.1 The liability of the Company to the Client or any other person in contract, shall:

6.1.1 Be limited to any loss suffered by the Client that is a reasonably foreseeable consequence of the Company's acts or omissions.

#### 7. Cancellation and Termination:

Claims Advice Bureau (UK) Limited. Ivy Mill Business Centre Crown Street Failsworth Manchester M35 9BD

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7.1 The Client shall be entitled to cancel the agreement by notice over the phone, post or via the online cancellation form found at <u>www.claimsadvicebureau.com/terms-and-conditions</u> clause 7.1, customers can also contact us for a hard copy, cancellation shall only take effect from the date on which the cancellation notice is received in writing (if not more than 14 days of receipt of said notice). The Company will acknowledge the cancellation in writing within 7 days of receipt of the cancellation notice.

7.2 Where the Client cancels the agreement within 14 days of signing the Terms and Conditions, there will be no fee payable. After the period of 14 days from the date of signing the Terms and Conditions the Client will be liable to pay a fee to the Company and the fee will be disclosed in an invoice to the Client and shall be payable within 14 days of any such fee being imposed/date of the invoice; the fee will be calculated on basis of work undertaken, for the amount of £45.00 per billable hour.

7.3 The Company shall be entitled to terminate the agreement at any time in its absolute discretion and shall accordingly promptly inform the Client.

7.4 On cancellation of the agreement, the agreement shall be terminated; and the rights and obligations of the Company and the Client pursuant to the agreement shall cease, save those set out in clauses; 4.1.3, 5.2.1, 5.3, 6.1.1, 7, 8, and 9 shall survive termination and the termination of the agreement shall be without prejudice to any rights and liabilities of the Company and the Client accrued at the date of termination.

#### 8. Complaints:

Regulated by the claims management regulator in respect of regulated claims management activities. Authorisation number, **FRN837876.** 

8.1 A complaint can be made to us in writing by phone, email or post;

Ivy Mill Business Centre,

Ivy Mill, Crown Street Failsworth, Manchester

M35 9BD

8.1.2 We will respond to a complaint within five business days of receipt, introducing the complaint handler (this is called our acknowledgement).

8.1.3 We will endeavour to provide a final response to any complaint within 8 weeks and offer redress where relevant. 8.1.4 If we do not accept liability we will explain in the final response. If we do not hear from the Client within 14 days of receiving our response, we will assume that the complaint has been resolved and the file will be closed and referred back to the relevant department.

8.1.5 Once the complaint has been closed, if the client then contacts the Company the complaint can be re-opened in exceptional circumstances.

8.2 If you are not satisfied with our final response or where a complaint is not resolved in the stipulated time period you may refer the handling of your complaint to:

Financial Ombudsman Exchange Tower Harbour Exchange London E14 9SR

www.financial-ombudsman.org.uk 0800 0234567

#### 9. Governing Law:

The agreement and these Terms & Conditions are governed by and shall be construed in accordance with English & Welsh Law

Please mark the box if you wish to receive marketing calls for other services provided by Claims Advice Bureau (UK) Limited.

### **CLIENT 1**

# Signature:

CLIENT 2

Signature:

## Date:

Date:

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Example A: All compensation is "cash in hand"		Example B: Compensation is used to offset arrears consumer has on credit card or loan		
Total compensation:	£3000	Total compensation:	£3000	
Of which cash:	£3000	Of which cash is:	£0	
		Set off arrears:	£3000	
Fee charged @ 30%	£900	Fee charged @ 30%	£900	
VAT@ 20%	£180	VAT@ 20%	£180	
Total Fee	£1080	Total Fee	£1080	
Consumer receives	£1920	Consumer pays	£1080	

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