

Terms and Conditions *(your copy to keep)*



Please read our terms carefully in conjunction with our “Key Facts”, and only return your signed paperwork if you’re happy to proceed!

- You are receiving these Terms and Conditions because we would like to prepare a compensation claim for mis-sold PPI for you.**
- We need to contact your Finance Companies in order to find out if you had PPI. Upon return of your Letters of Authority, **we will contact your Finance Companies and they will respond confirming if you had PPI within 4-6 weeks.** If PPI is found, some Finance Companies have agreed to investigate your PPI claim straight away and you may receive an offer at this stage. If you don’t receive an offer at this stage, we may ask you to complete a PPI Consumer Questionnaire to help your claim. **We then review your questionnaire and submit this to your Finance Company within 2 weeks.** We will process the finance company’s acknowledgement and help field any queries where we can but your Finance Company may ask some questions directly to you at this time, typically to clarify issues that are not clear from their records. If you are uncomfortable about answering direct questions from your lender, you do not have to answer them and can refer them to FindYourPPI as your representative. **Your Finance Company is then entitled to 8 weeks to issue their “Final Response” which we will review** and could be to a) offer you compensation to settle your claim or b) reject your claim. You may then be required to sign additional paperwork in order for your compensation to be issued. You should receive a copy of their decision directly, but we will contact you after we have reviewed their decision. We will keep you updated throughout the process.
- If we believe that there is merit in doing so, we may support you in making a complaint to the Financial Ombudsman Service (FOS) to contest your lenders final decision.
- The volume of last minute claims before the 29th August 2019 deadline and the coronavirus impact** means that many banks are in considerable backlog. FindYourPPI will continue to endeavour to secure all claims where paperwork has been completed correctly but can accept no fault should your claims become **time-barred**. Please do your part by ensuring you complete forms accurately and return immediately.
- You do not have to use a claims management company like FindYourPPI. You can make claims directly with your finance companies. More information about how to do this is at www.fca.org.uk/ppi If you are unhappy with the final decision of your finance company, you do not have to use a claims management company to complain to the Financial Ombudsman Service (FOS). You can do this yourself, without paying a fee at www.financial-ombudsman.org.uk. If your finance company is no longer trading, the Financial Services Compensation Scheme (FSCS) may be able to help at www.fscs.org.uk
- In certain circumstances we may decide to stop acting for you, for example if there is a breakdown in communication with you, or we feel that your claim is fraudulent, vexatious or frivolous or we believe that we can no longer help with your claim.
- Our service in tracing PPI Claims is free. But if you choose to proceed in allowing us to reclaim your compensation, by signing our agreement form, you are agreeing to **our fees of 20%+VAT (this means £24 in every £100) of the nett “Cash in Hand” compensation that you are offered** as a result of our work with your finance company and/or FOS. Our invoice should be settled as soon as you receive payment (but see Point 9 below) and it is your responsibility to let us know that you have received your compensation. **FindYourPPI is not typically paid by your finance company directly, so please ensure you have retained sufficient funds to pay our fees.**

Offer Examples:	Your offer (compensation)	Our Fees (24% inc. VAT)	You Retain
Cash in hand compensation received after any reductions. <i>Basic Rate Income Tax is typically deducted from the interest element of your PPI Compensation offer – the percentage of your total offer that is liable to income tax can change substantially case by case. These figures are representative only.</i>	£10,000	£2,400	£7600
	£3,000	£720	£2280
	£1,000	£240	£760

By “Cash in Hand”, we are referring to the nett benefit you received via a cheque or bank transfer, after deductions at source have been made:

- We NEVER charge on the compensation that is deducted at source to pay basic rate income tax, even if you’re entitled to reclaim this back later from HMRC. **We don’t take into consideration any additional income tax that you may be charged by HMRC if you are in a higher earning tax bracket.**
- We NEVER charge on any compensation where it is unavoidably retained by the Finance Company to pay any arrears you may have on the account.
- If you are bankrupt or in an IVA, we will NEVER charge you on compensation retained by the Finance Company and paid to the Official Receiver or Insolvency Practitioner.
- Your invoice must be settled as soon as you receive funds from your lender unless otherwise agreed with us in writing. Thereafter, we reserve the right to charge interest on the total sum owed at a rate of 8% per annum. In addition to this, it is agreed that we shall be entitled to recover all of our costs and charges, including trial and advocate costs in connection with securing the payment of any such outstanding amounts.
- It is your responsibility to fully and accurately complete, sign and return all documents required by FindYourPPI or your Finance Company promptly and in all cases within 28 days of receipt. In particular, where you are required to sign and return an acceptance form by your lender to trigger your compensation payment, this must be signed and returned within 28 days of the date of the settlement offer letter. If you do not return your acceptance form within this 28 days, or decide not to accept the offer, our fee of 20% of the offered settlement (plus VAT) will automatically become payable at that point, even if you have not received the settlement compensation payment.
- FindYourPPI’s fees are charged as a percentage of the nett cash offered by your lender because we never want our fees to exceed the amount of compensation you are offered. We are often unaware of the value of a claim until after it has completed. Claims have been known to be worth as little as £1 and others have been known to be worth £tens of thousands. We work on the high value cases at a profit, so that we can afford to handle the low value cases at a loss. In proceeding, you understand and accept this.
- On submitting a PPI claim, your Lender may offer you PPI compensation for other Agreements you have had with them. **In signing an agreement with us, our fees are applied to any offer of compensation that you have received from this and any other Finance Company as a result of our work.** This includes compensation awarded for our support with a FOS complaint and any delayed compensation you may receive after our arrangement is finalised.
- Sometimes an offer of compensation may arise as a result of our work that is directly linked to PPI, such as a “PPI Commission Only Offer” or dispute resolution. We are entitled to charge our fees on an offer of compensation like this.
- You have 14 days from the date of signing the Agreement Form to cancel your agreement with no charge, under our “cooling off” period.** The easiest way to cancel your claim is by going to www.FindYourPPI.com/cancel-claim, or alternatively by writing to our postal address. You only need to tell us a) your name, b) your client reference number and c) you wish to cancel. You can also cancel at any time after that in the same way but if a Finance Company has issued a letter of intent to make an offer before the cancellation takes effect then our fees will apply to the offer of compensation you have received.
- If you are aware of any other Credit Agreements that have PPI, which you would like us to pursue**, please contact us at your earliest convenience, via our website at www.FindYourPPI.com/contact or in writing, so that we may prepare a compensation claim without delay
- If you are unhappy with our service**, you can contact us at complaints@FindYourPPI.com, or in writing to FindYourPPI, Kings Court, London Road, Stevenage SG1 2NG. We will look to resolve your concerns immediately but if we are unable to do so within three days of receiving your complaint, we will acknowledge your complaint and issue our Final Response within 8 weeks. If you are not happy with our response, you can ask the Financial Ombudsman Service to look into it for you, within 6 months of our Final Response letter – they will ask to see our final response letter as summary of our investigation. They can be contacted on 08000234567, email complaint.info@financial-ombudsman.org.uk or by writing to Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Lynden Ltd, trading as FindYourPPI, is authorised and regulated by the Financial Conduct Authority under Firm Reference Number 834514.
- In signing up to FindYourPPI, you also **confirm that you have read and agree to our Privacy Policy**. Full details of our Privacy Policy can be found at FindYourPPI.com/Privacy