



## Your Payment Protection Insurance Claim (PPI) – Client Care Letter

In this letter we confirm the instructions you have given to us and explain the basis upon which FMC Law Ltd, trading as FindMyClaims will carry out work on your behalf. This letter and enclosures are important, and we strongly suggest you keep them in a safe place for future reference. If you do not agree with anything stated or if anything is unclear, please let us know.

### 1. Responsibility for Work

Our work on your claim is carried out by caseworkers in our 4 main departments: Data Intelligence, Credit Review, Claims Investigation and Accounts. The names of current caseworkers of each team can be provided to you on request. The caseworkers are under the supervision of their Line Managers, Operations Director and the Principle Solicitor.

### 2. Our Responsibilities

Throughout the duration of your instructions to us we will review your matter regularly and update you if there are any legal developments that we believe may affect you. We will also advise you of any reasonably foreseeable circumstances and risks which we become aware of that we believe may affect the outcome of your matter. We will act in your best interests at all times and communicate with you in plain language.

### 3. Your Responsibilities

Throughout your matter you will be responsible for providing us with clear, timely and accurate instructions. You will also be responsible for returning documents promptly and informing us if you become aware of a conflict of interest.

### 4. Your Instructions

You have supplied us with your credit report or given us authority to contact your lenders. We will investigate and assess whether you have been mis-sold Payment Protection Insurance (PPI) on all your policies. As part of our investigation if we discover other PPI policies on connected agreements or loans, you confirm that we should also pursue these on your behalf.

### 5. Time

FindMyClaims.com employs time, skill, and patience on every claim we investigate. Our procedures can be broken down into 4 simple steps:

- We contact your lenders for information. Typically, it takes 4-8 weeks to receive a response, and can take longer for this information to be reviewed, but this timeframe can increase if queries are raised by your lender.
- If we identify a PPI policy, we will ask you to complete a questionnaire. If we establish that PPI was mis-sold, we will submit a claim on your behalf outlining your case and demanding a full refund of all PPI payments made, plus interest. On occasion, our efforts may result in a partial offer, such as for the commission element of your PPI policy only. Please see our covering letter to see what you need to do now for us to proceed. We will also continue to investigate PPI on any connected agreements and loans. This process typically takes around 2-4 weeks but is dependent on how quickly you and the banks respond.
- If we find mis-sold PPI was added to your agreement(s) we will write to the finance company responsible for the sale of PPI.
- The finance company responsible for the sale of PPI will then investigate your claim. This can take up to 8 weeks, sometimes longer if there are any queries. Following their investigation, they will either:
  - Uphold your claim and make an offer of compensation. In this circumstance our fees will apply (see below),
  - Or reject your claim – we will then review their decision and if we believe your claim has merit, we will refer it to the Financial Ombudsman Service for an independent decision or provide you with instructions on how to do this yourself. We will then notify you of the likely timescales.

### 6. Our Fees

We offer a 'No Win No Fee' service and charge no upfront fees. If your Claim is successful you become liable to pay our fees as soon as an offer has been made. Our fees are 20% plus VAT of the 'cash-in-hand' refund you receive for each claim. 'Cash-in-hand' means the compensation you receive directly.

**Example 1-** We recover £2,000 for you in a claim for mis-sold PPI. Our fee would be £400, and the VAT would be £80. The total amount payable by you would be £480 – leaving you with £1,520 after the deduction of our fees.

**Example 2 –** We recover £3,000 for you. £1,000 of this is retained by your lender to pay off outstanding arrears (money owed that should have already been paid). Our fee is payable only on the £2000 cash-in-hand recovered and would be £400 plus VAT, making our total fee £480.

Continued overleaf...

## 7. Client Agreement

This letter and the terms and conditions enclosed form the basis of our engagement and explain the terms upon which our Firm will carry out work. Your continuing instructions will amount to your acceptance of our Firm's terms of business.

## 8. Complaints

Should you be unhappy with any aspect of your matter, please initially raise it with the person you are dealing with. If you are unable to resolve the matter to your satisfaction, please contact us at [complaints@findmyclaims.com](mailto:complaints@findmyclaims.com). If you make a complaint we will acknowledge it within 5 working days and provide you with a timescale for investigation your complaint. You can request a copy of the Firm's written complaints procedure at any time. If we are unable to resolve the matter, you may raise your complaint with the Legal Ombudsman Service (LeO) that deals with legal service complaints. You have 6 months from the date of our final response to complain to them. LeO can be contacted at:

[www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)  
[enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)  
0300 555 0333 between 8.30am to 5.30pm.  
Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ.

You may also be able to object to our bill by applying to the Court for an assessment under Part III of the Solicitors act 1974. If you exercise this right, you could be prevented from making a complaint to the Legal Ombudsman. In addition, if you apply to the Court for an assessment and if all or part of the bill remains unpaid at the end of that assessment, we are entitled to charge interest. There are strict time limits that apply to this process and you may wish to seek independent legal advice.

## 9. Cancellation

You have 14 days from the date of signing the Agreement & Authority Form to cancel your agreement with no charge, under the 'cooling off' period. You may also cancel at any later stage before an offer is made, without any cancellation fees. You can cancel by emailing us at [help@findmyclaims.com](mailto:help@findmyclaims.com) or by writing to FindMyClaims, Kings Court, London Road, Stevenage, SG1 2NG. You can use the template wording below:

*Ref: [Your Reference]*

*To FindMyClaims of Kings Court, London Road, Stevenage, SG1 2NG*

*I hereby give notice that I no longer require the services of FindMyClaims Ltd and I would like FindMyClaims to stop investigating my mis-sold PPI policies or unfairly charged financial products. Sincerely[...]*

## 10. Conflicts of Interests and Our Referral Program

As a firm of Solicitors, we endeavour to avoid conflicts of interest and ensure that our client's interests are not compromised. We will advise you if we become aware that a conflict exists. If you become concerned about such an issue, please raise it with us immediately. We assure you that we will always act independently and in your best interests as our client.

We may pay a referral fee of £100.00 to anyone who has referred a matter to us. This usually includes instances where a member of your family or a friend has given us your details after obtaining a successful outcome with us. Despite this relationship we assure you that the advice we shall give you, and the service that we will provide, are completely independent and you are free at any time to raise questions on all aspects of the transaction. We confirm that all information that you provide to us, or that we become aware of during the transaction, will be kept confidential. We will not pass any information on to your referrer without your consent. If we are instructed as a result of a referral and believe there is a risk that a conflict of interest may arise, we may be obliged to cease acting for you. In this event we will explain in writing why we must cease acting on your behalf and you may raise any questions that you may have.

## 11. Your PPI Claim

You are under no obligation to sign up with us to help you locate or process any potential PPI mis-selling claims. You can pursue a claim without legal assistance, more information in relation to this can be found by visiting the Financial Ombudsman website at [www.financialombudsman.org/PPI](http://www.financialombudsman.org/PPI)

## 12. Time Limits

When issuing a PPI Mis-selling Claim, the banks may try to reject the case if they feel that you have been aware of your claim for more than 3 years. In some circumstances we can overturn the Finance Company's decision but crossing this "time limit" can be detrimental to the chances of your claim(s) succeeding. The first stage of our procedure is to identify PPI claims that you may not otherwise be aware of, and this can take several months. So if you feel that you already know about any PPI policies added to your agreement(s), or you have received information from a Finance Company informing you about a PPI policy and how you can make a claim, then please contact us so that we can make best endeavors to avoid any time limit issues where possible.

Yours sincerely,

**FindMyClaims**