



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

In this letter we have set out the instructions you have given to us and explain the basis upon which FindMyClaims.com Ltd 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. Our work on your claim is carried out by caseworkers in our 4 main departments: Support, Discovery, Presentation and FOS. The names of current caseworkers of each team can be provided to you on request. The caseworkers are under the direct supervision of the Principal Solicitor, Asad Rana.

1. Our Responsibilities

Throughout your matter our responsibilities are to:

- 1.1 Review your matter regularly and update you;
- 1.2 Advise on changes in the law;
- 1.3 Advise of any circumstances and risks which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter;
- 1.4 Act in your best interests;
- 1.5 Communicate in plain language.

2. Your Responsibilities

Throughout your matter your responsibilities are to:

- 2.1 Provide us with clear, timely and accurate instructions;
- 2.2 Return any documents that we may need you to complete for us in a timely manner;
- 2.3 Inform us if a conflict of interest situation arises.

3. 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.

4. Time

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

Step 1: We contact your lenders for information. This can take 4-8 weeks to receive a response but this timescale can be affected by queries that may be raised by your lenders.

Step 2: We assess the information and investigate whether you were mis-sold PPI (no fee) on all your policies. This can take 1-2 weeks.

Step 3: If we identify a PPI policy, we will ask you to complete a questionnaire and if we feel PPI was mis-sold, we will submit a claim on your behalf any continually investigate PPI on any connected agreements and loans. This process can take around 2 weeks but it could take longer depending on how quickly you respond to our correspondence and how long the bank takes in responding to further requests for information.

Step 4: The finance company responsible for the sale investigates your claim which can take up to 8 weeks, sometimes longer if there are any queries. They will either

- i) uphold your claim and make an offer of compensation. In this circumstance our fees will apply (see below)
- ii) or reject your claim. We will review your claim and if we believe it has merit, we will escalate your claim to the Financial Ombudsman Service for an independent decision. We will notify you of the estimated timescales at this time.

Continued overleaf...

5. Our Fees

We offer a 'No Win No Fee' service and charge no upfront fees. Your Claim is won and you become liable to pay the Firm's fees as soon as an offer has been made. The Firm's fees are 25% plus VAT of the cash-in-hand refund you receive for each claim.

Example 1- The Firm claims back £2000 for you in a claim for mis-sold PPI. The firm's fee would be £500 and the VAT would be £100. *The total amount payable by you would be £600 – leaving you with £1400 after the deduction of our fees.*

Example 2 – You receive £3000 in redress. £1000 of this is retained by your lender to pay off outstanding arrears (money owed that should have already been paid). *The Firm's fee is payable only on the £2000 cash-in-hand redress and would be £500 plus VAT, making the Firm's total fee £600*

6. 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.

7. What Action we will take

If we find mis-sold PPI was added to your agreement(s) we will write to your lender(s) outlining your case and demand a full refund of all PPI payments you made, plus interest. Please see our covering letter to see what you need to do now in order for us to proceed.

8. Complaints

In the event of any concern about the services provided or the process that you are involved in, please review our procedure for resolving complaints which can be found in your terms and conditions enclosed.

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 or by writing to FindMyClaims.com, Abel Smith House, Gunnels Wood Road, Stevenage, SG1 2ST. You can use the template below:

Ref: [Your Reference]

*To FindMyClaims.com Ltd of Abel Smith House, Gunnels Wood Road, Stevenage, SG1 2ST
I hereby give notice that I no longer require the services of FindMyClaims.com Ltd and I would like
FindMyClaims.com to stop investigating my mis-sold PPI policies or unfairly charged financial products.
Sincerely[...]*

10. Conflicts of Interests

As a Solicitors firm we must endeavour to avoid situations of conflict and ensure that a client's interests are not compromised. We will advise you if we become aware that an issue of conflict exists. If you should be concerned about such an issue then please immediately refer your concern to us. We assure you that we will always act independently and in your best interests as our client.

11. Referral Program

Prior to commencing work on your matter you should be aware that our Firm 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 and the service we will provide are completely independent and you are free at any time to raise questions on all aspects of the transaction. We can confirm that all information that you provide to us, or that we become aware of during the transaction shall be kept confidential and we will not pass any information on to your referrer without your consent. Where our Firm is instructed after a referral and there is a risk that a conflict of interest may arise we confirm that 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.

12. 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 find out more on how to pursue claims yourself by visiting www.financial-ombudsman.org/PPI

13. 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 endeavours to avoid any time limit issues where possible.

We look forward to hearing from you.

Yours sincerely

FindMyClaims.com

TERMS AND CONDITIONS

Termination of the Retainer

You may terminate your instructions to us in writing at any time, but we hereby put you on notice that we will be entitled to keep all of your papers and documents, until our Firm's charges and expenses incurred are received in full - in relation to PPI claims, charges only apply as 25%+VAT of the value of a successful claim only. In certain circumstances we may decide to stop acting for you, but this would only be done with good reason.

The following is a non-exhaustive list of such reasons:

- If you do not pay a bill;
- If you fail to comply with a request for payment of money on account;
- If you fail to give us clear or proper instructions;
- If we cannot continue to act without being in breach of rules of professional conduct; or
- If there has been an irretrievable breakdown in trust and confidence.

Fees

Any bill/invoice should be settled immediately unless otherwise agreed in writing, thereafter interest may be charged on the total sum owed at a rate of 8% per annum. In addition to this, it is agreed that we will be entitled to recover our charges, in connection with securing the payment of any such outstanding amounts.

Transmission of Money

We reserve the right to transfer settlement monies received directly from a lender towards the payment of our invoice/bills and any disbursements when these are submitted.

Financial Services

We are not authorised under the Financial Services and Markets Act 2000, nor are we regulated by the Financial Conduct Authority save for providing a credit facility to discharge our invoices. If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice. However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman provides an independent complaints review process for most clients of solicitors' firms. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of these bodies.

Basis of Representation

This letter acknowledges that you have engaged us to act on your behalf as your solicitors in respect of the above matter and that we have agreed to act for you in this regard only to the extent of the terms of this Retainer.

You have agreed to assist us in obtaining all the facts necessary for this Firm to represent you in this case. We do not have any obligation to represent or secure representation for you in any subsequent state of this matter and/or in any other legal matter, which you may have.

In accepting your instructions we would ask that you be aware that you have the following responsibilities as a client:

- To inform us of any change in your address or telephone number and circumstances relevant to the case or your income or assets;
- To pay the required fee for our charges and obtaining necessary documents; and
- To avoid communication with opposing parties or their representatives without prior consultation with ourselves.

Kindly note that our Firm is only obliged to represent you subject to the scope of the representation agreed to above. We may cease acting for you upon reasonable notice (subject to the court's approval, if required) where

you have prevented us from properly conducting your matter, for example, by failing to give proper instructions to the Firm or if a substantial dispute arises between us, concerning the conduct of your case.

Disclosure

As a general rule Solicitors are under a professional and legal obligation to maintain client confidentiality, but at times statutory requirements will override this duty. The Firm may at various times be working towards various quality schemes, and as a result of this we may become subject to periodical checks by external assessors. This could mean that your file is selected for inspection, in which case we would require your consent for such an inspection to occur. All inspections are, of course, conducted in confidence and seek only to measure the quality of the work that we are providing to our clients. However, if you would prefer to withhold such consent, rest assured that work on your file would not be affected in any way. Since very few of our clients object to this, we will assume that we do have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters that we may conduct on your behalf. Please do not hesitate to contact us if you need further clarification. If you would prefer to withhold consent, please put a line through this and the relevant paragraph above, when returning a signed copy to us.

Procedure for Resolving Complaints

Should you be unhappy with any aspect of your matter, feel free to raise the issue with the relevant person dealing with your matter. Should you not be able to resolve the matter between yourselves, you are welcome to contact Mr. Asad Rana the Director responsible for complaints. We endeavour to ensure that matters are dealt with both discreetly and promptly. 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 refer your complaint to the Legal Ombudsman Service.

If you do make a complaint it will be acknowledged by us within 3 working days. In that acknowledgement we will indicate the likely timescale for a definitive response to your complaint, which in any event will be within an 8 week period. If we are unable to resolve the matter you can consider making a complaint to the Legal Ombudsman, an independent complaints body established under the Legal Services Act 2007 that deals with legal service complaints. You have 6 months from the date of our final response to complain to them. Their address is as follows:

www.legalombudsman.org.uk, email enquiries@legalombudsman.org.uk. Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ, T: 0300 555 0333 between 8.30am to 5.30pm.

Do not send original documents to the Legal Ombudsman. They will scan any documents you send us to make computer copies and then destroy the originals.

Alternative complaints bodies such ProMediate also exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme. We currently do not agree to the use of this scheme.

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.

Interest

In accordance with the SRA Accounts Rules 2011 we are required to account to you for interest on money held by us in our client account when it is fair and reasonable to do so. The holding of client money is incidental to the carrying out of clients' instructions. In addition, we are required to hold client money in an instant access account to facilitate transactions. As a result, the rates of interest paid under this policy are unlikely to be as high as those obtainable by yourself.

Interest will be paid where the amount of interest calculated exceeds £20.

Where money is held in relation to separate matters for you we will treat the matters and money as separate, unless the matters are so closely related that they should be considered together. Where client monies are held in our general client account we will pay interest without deducting tax at source. You will be responsible for declaring any interest to HM Revenue & Customs. Where client monies are held in a separate designated client account, interest is usually paid net of basic rate income tax. Interest will be calculated on a daily basis, using the rate of interest offered to business customers on instant access deposit accounts at the bank where we hold general client funds. Interest will be calculated on cleared client funds. In the case of cheques received, this will be 10 days after the cheque has been deposited with our bank, and for amounts received in cash, or via credit or debit card, standing orders, BACS and CHAPS, interest will accrue from the day of receipt into our client account.

We will normally account to you for interest at the conclusion of the matter. You may contract out of receiving interest by signing a written agreement with us. This interest policy, including the de minimis limit of £20, will be reviewed periodically, particularly if changes are made to the Bank of England's Base Rate.

Information Provision of Services Regulations 2009

This information is supplied in accordance with our obligations under The Provision of Services Regulations 2009.

Insurance: Our professional indemnity insurance is arranged by Lockton Companies, LLP, The St Botolph Building, 138 Houndsditch, London EC3A 7AG. Our cover is worldwide.

VAT Reg. Number: 938 1536 07

Our conduct rules: <http://www.sra.org.uk/solicitors/handbook/code/content.page>

Complaints Procedure: As above

At the End of Your Matter

We will write to you at the end of your matter to inform you that we are now proceeding to close your file and on request, we will send you any original papers and other relevant documentation for your safe-keeping. If you would like any information from the file, then you must contact us within seven days of receiving that letter. After these seven days, the Firm will destroy your original file of papers (on the understanding that we have your authority to destroy the file) and proceed to store copies electronically on the computer system for the period of six years. If you object to your original file being destroyed then please contact us to let us know.

If you require copies of your file whilst it is stored, then we can provide you with a copy subject to the payment of our reasonable fees for delivery, locating any specific documents and making any copies for you.