



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 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.

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 Mr. Asad Rana the Director responsible for complaints. If you make a complaint we will acknowledge it within 3 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
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 or by writing to FindMyClaims.com, Abel Smith House, Gunnels Wood Road, Stevenage, SG1 2ST. You can use the template wording 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 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.financial-ombudsman.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.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 20%+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.

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

We may be obliged to make certain disclosure of your personal information in order to comply with our legal and regulatory obligations. Further information in relation to this is contained in the enclosed Privacy Notice.

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. If you require more information in relation to how we deal with interest payments, we will be happy to provide you with a copy of our interest policy on request.

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. Further information in relation to the storage and erasure of your personal information will be sent to you at the end of your matter and is also included in our Privacy Notice.

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.

PRIVACY NOTICE – USING YOUR PERSONAL INFORMATION

Intended purposes for processing

In order to provide you with legal services and for the administration of our files and records we will be processing (using and storing) your personal data, which includes information that identifies you, such as your name, address, job title and contact information. In some cases, we may also process special categories of personal data, such as your health records and/or criminal conviction and offence records.

Lawful bases for processing

We may be required to process your personal data in order to comply with our obligations under legislation such as the Proceeds of Crime Act 2002, the Money Laundering Regulations 2017, the Criminal Finances Act 2017, the Foreign Account Tax Compliance Act 2010 (for clients with US 'person' status) and under common law. We may, on occasion, be required to share your personal data with the relevant authorities. This processing of your personal data is to comply with the law, and we would be unable to act for you without doing so.

In addition, we may process your personal data on the basis that we have a contract with you. Alternatively, in some instances we may have a legitimate interest in processing your personal data.

Whenever we are processing special categories of personal data, and/or criminal conviction and offence records, we will only use that data to deliver the services you have instructed us to provide.

All your personal data will be processed, and erased, in accordance with our Data Retention and Erasure Policy, a copy of which is available upon request from our Data Protection Officer.

Recipients of your personal data

In addition to our firm we may, when required and necessary, share your personal data with other organisations. Depending on the work we are undertaking for you the other organisations may include:

- Our firm's 'data processors' who are contractors from whom we obtain operational services including IT, message-taking, typing and secretarial support, costs draftsmen, secure document storage and shredding, printing companies and data entry companies.
- Other 'data controllers' that provide professional or commercial services, such as Counsel, other solicitors, accountants.
- Experts that you and we agree are necessary to assist us to progress your matter.
- Providers of insurance, financial and banking services to you and/or to our firm.
- HMRC, HM Courts & Tribunals Service, HM Land Registry, Councils and other national and local government bodies.
- The Solicitors Regulation Authority, the Information Commissioner's Office (ICO) and organisations involved with the preparation, assessment and certification of quality standards for which our firm is seeking or maintaining accreditation.

All of the above are located in the UK.

Your rights in relation to your personal data

You have the right of access to your personal data and to verify the lawfulness of the processing. If you would like a copy of your personal data that we are processing please contact our Data Protection Officer, whose name and address are above. Kindly note, we will need to verify your identity before responding to your request. Normally we make no charge for doing this and will endeavour to send it to you within 1 month of receipt of your request. If you notice that any of the information we send you is inaccurate or incomplete, please tell us and we will rectify it promptly.

If you are dissatisfied with our response you may complain to a supervisory authority which, in the UK, is the ICO, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF. The ICO's website is at <https://ico.org.uk/> There may also be judicial remedies available to you.

Erasure of personal data

We will not erase or restrict the processing of your personal data during the period in which we have a legal obligation to retain that data under the applicable Act, Regulations or in common law.

Where we obtained your personal data to fulfil our contractual obligations to you, or if we have a legitimate interest for processing your personal data for the exercise or defence of legal claims, we will erase that data as soon as it is no longer necessary to retain it in relation to the purpose for which it was originally collected. Please see our Data Retention and Erasure Policy for timescales.

If you consented to our using your personal data for marketing purposes we will erase the data used for that purpose if and when you inform us that you wish to withdraw your consent.

Security

We are committed to ensuring that all information we hold about you is secure. In order to prevent unauthorised access or disclosure we have implemented appropriate physical, electronic and managerial procedures to safeguard and protect that information.

Other data controller recipients of your personal data are each responsible for implementing appropriate physical, electronic and managerial procedures to safeguard and protect that information, and to keep it secure.

Data processor recipients of your personal data have provided sufficient guarantees that they have implemented measures to ensure compliance with the GDPR and to protect your rights.

Transferring your personal data

We will not transfer your personal data overseas.

Personal data concerning a third party

You should only give us personal data about someone else with their permission. Where you provide us with personal data about someone else, or someone discloses to us personal data about you, it may be added to the personal data we already hold and may be used in the ways described in this Privacy Notice.