



Please complete:

- ▶ 1 x **Account Details**
- ▶ 1 x **Reasons For Complaint**
- ▶ A **Letter of Authority** for each company

Q. "I don't have any account numbers or documentation, can I still claim?"

A. Yes! All you need to provide us with is the name of the company you want to claim against and we can obtain the details from the company via a formal request.

Q. "How far back can I go?"

A. Each company has its own policy on how long they keep their records for. Just send us your completed claims pack and we will do all we can to uncover your policy details.

Q. I want to make a claim for a joint account. What should I do?

A. For any joint claims, please ensure that you get the joint account holder to put their full name at the top of the relevant Letter of Authority page and also complete/sign the bottom of the page.

Please note the Contract comprises of the Pre-Contract Information, Terms & Conditions and Letter of Authority

If you have any questions

please email us at claims@moneybackppi.com

or call 0800 040 7778 / 0208 429 4850

Part 2: Reasons for Complaint

PLEASE TICK ONE OR MORE, AS APPROPRIATE ✓

Loans only

- 1 I did not understand that if I cancelled after 30 days and before my loan reached full term, only a partial rebate of my PPI would be payable to me.
- 2 I was not aware that the PPI cost would be added to the loan and I would pay interest on it.

Loans/credit cards & mortgages

- 1 I felt pressured / led to believe that the approval of my loan / credit card / mortgage was dependant on the PPI being applied.
- 2 It was not made clear to me that the PPI policy and the loan / mortgage / credit card were separate products.
- 3 There was no discussion of the suitability of the PPI policy or appropriate disclosure of the main features including the refund, costs and benefits of the policy.
- 4 I was self-employed when I took out the PPI policy.
- 5 I was not working or working less than 16hrs per week when I took out the PPI policy.
- 6 I had a pre-existing medical condition.
- 7 I was a public sector employee
- 8 I had generous employee benefits when I took out the PPI policy.
- 9 I did not need the PPI policy as I could have repaid the loan / credit card / mortgage repayments using my savings / other means.

Please tell us anything that you can remember about the sale of the PPI

I/we have completed this questionnaire to the best of our knowledge.

First Account Holder's Signature: _____

Second Account Holder's Signature: _____

Date: _____

Date: _____

Letter of Authority

Moneyback PPI is a trading style of Valley Claims Management Ltd

First Client Name:

Second Client Name:

Client Address:

Postcode:

Name of Loan/Credit Card /Mortgage/ Overdraft company:

Loan/Credit Card /Mortgage/ Overdraft Number(s):

Previous name (if applicable):

Previous address history:

- 1 I/we, the undersigned, authorize Valley Claims Management Ltd to act on my/our behalf as agents in investigating & pursuing my/our complaint(s) in respect of advice received and sales made by your firm in respect of a Payment/Loan Protection Policy. This authorization includes your agents, representatives and associates of your firm and its predecessors or successors.
- 2 **I/we confirm that I/we have a lawful contract with Valley Claims Management Ltd and have expressly consented that all communication from you must be made direct to Valley Claims Management Ltd.**
- 3 **Please take this letter as authority instructing you to deal directly with Valley Claims Management Ltd and to provide any information that Valley Claims Management Ltd requests as necessary to investigate & pursue my/our complaint(s) fully. A certified copy of this letter of authority shall have the same validity as the original.**
- 4 All future correspondence in respect of this matter should be sent to Valley Claims Management Ltd.
- 5 I am/we are aware that if my/our complaint is successful, my/our policy(ies) will be cancelled and cover will cease.
- 6 I/we confirm that the information provided to Valley Claims Management Ltd is to the best of my/our knowledge correct.
- 7 I/we confirm acceptance of this agreement and give full authority to pursue the complaint.
- 8 I understand that, in addition to the present Letter of Authority I will need to provide further information when raising an expression of dissatisfaction to the Lender, about the underlying product(s), services(s) and where known, specified account number(s) being complained about. Doing so will enable the lender to assess and determine the complaint as quickly and as effectively as possible.
I/we have read the "pre-contract" information and agree to be bound by the "Terms & Conditions" as available on the company website www.moneybackppi.com and understand that this Letter of Authority, together with the terms and conditions, constitute my contract with Valley Claims Management Ltd.

Please don't forget to sign, or we can't process your claim

First Client Signature: _____

(if a joint policy)

Second Client Signature: _____

Date of Birth: _____

Date of Birth: _____

Date: _____

Date: _____

Terms & Conditions

These Terms of Business set out the agreement between You and Valley Claims Management Limited trading as Moneyback PPI. Please read the terms carefully to ensure that You understand them before signing the Letter of Authority.

1. Definitions:

"Benefit" means all non-monetary benefits in whatever from including but not limited to all benefits that will arise from any waiver, cancellation, reduction, saving, deduction or rescheduling of any outstanding or future loan or interest payments, credit payments, premiums, charges or other interest or administrative payments or any other saving, inducement, discount or rebate offered in relation to any other products or services offered by the financial company or persons connected to the financial company.

"Claim" means the Client's claim or claim or claims against the company relating to the mis-selling of a Payment Protection Insurance policy or policies or the application of unlawful charges to the account(s) of the client.

"Client" means the policy holder(s)/account holder(s) whose details are set out in the Letter of Authority and who have appointed Moneyback PPI to provide the Services.

"Company" means the financial institution and/or persons to whom the letter of authority is addressed being the Insurance Company, Bank, Building Society, Credit Card Company or Financial Adviser or any other entity which sold the policy or gave the advice to the Client, or applied the unlawful charges (including for the avoidance of doubt any employee, director, agents, representatives and associates of those entities or any other entity and/or any of their predecessors).

"Compensation" means the gross compensation awarded including any sums paid or awarded in respect of any Claim made by Us on Your behalf. This includes all non-monetary benefits in whatever form including (but not limited to) all benefits that will arise from any waiver, cancellation, reduction, saving, deduction or rescheduling of any outstanding or future credit facility, loan or interest payments or associated loans, Compensation, gesture of goodwill, refunds, discounts, any reduction in credit facility balances or loan outstanding and/or any interest or capital recovered including all associated or refinanced loans together with any tax deducted from interest on compensation. Where such an offer is revised on appeal, then the higher amount shall be used in order to calculate the amount of the Compensation subject to You being still in contract."

"Contract" means the Pre-contract Information, these Terms & Conditions and the Letter of Authority and becomes binding upon signing of the Letter of Authority

"Fee" means the fee of 10% + VAT of the Compensation payable (being the gross compensation awarded).

"Letter of Authority" means the letter included in the claim pack to be sent to the Company from the Client and which forms part of the Contract between You and Us.

"Pre-Contract Information" means the form included in the claim pack forms part of the Contract between You and Us.

"Services" means the work which We will undertake on Your behalf in respect of your Claim including assessing the viability of, preparing, submitting and negotiating your Claim and which is set out more specifically in clause 3.

"Terms" means these terms and conditions.

"Us", "We" and "Our" means Moneyback PPI which is a trading name of Valley Claims Management Limited, a limited liability company registered in England and Wales with number 7683633 having its registered office at 7 St John's Road, Harrow, Middlesex HA1 2EY.

"You" and "Your" means the Client(s).

2. Duration:

- The contract shall commence on the date You sign and return the Letter of Authority to Us and, unless terminated earlier, as per Clause 6 or 7 below, will continue until the earlier of:
 - Compensation is recovered for You by Us and You have paid the Fee, or
 - We have advised You in writing that in Our opinion Your Claim is unlikely to succeed and We are declining to act for You.

3. We agree to:

- Review Your Claim application and assess the likelihood of Your Claim being successful.
- If after we have reviewed Your application, it is Our opinion that your Claim is unlikely to be successful We may decline to act for You. We will notify You of this fact in writing.

- If We accept Your Claim application, We will confirm this to You in writing and prepare and submit Your Claim to the Company that sold You the PPI policy.
- We will liaise with the Company and use reasonable endeavours to pursue Your claim.
- We will notify You promptly of any requests for additional information or documentation that the Company need to investigate Your Claim.
- Notify You in writing of any offers of compensation made by the Company.
- Obtain Your agreement before accepting or rejecting any offer for Compensation.
- Notify You of any circumstances beyond Our control which prevent us from performing the services under this contract.

4. You agree to:

- Appoint Us as Your exclusive agent to handle Your Claim(s). This means that You cannot appoint another person or firm to act on your behalf in respect of Your Claim(s), unless You terminate this agreement with Us.
- Provide full authority to Us to deal with the Company on Your behalf.
- Provide truthful and accurate information regarding Your Claim(s).
- Provide copies of all documentation that are in your possession and which relate to Your Claim(s).
- Respond promptly to requests by Us for further information, or documents that may be needed to progress Your Claim.
- Pay Our Fee due as a result of a successful Claim.
- Upon receipt of an invoice for the Fee, You will pay the amount due to Us within 28 business days of receipt.
- In some instances, the Company may contact You directly. This may include communication by letter, email and/or telephone. In some instances, You may also receive payment direct from the Company. In the event that You receive correspondence or communication from the Company, You agree to notify Us of such communication and forward to Us any correspondence You have received direct from the Company.

5. Fees:

Our service is provided on a 'NO WIN NO FEE' basis. Other fees may arise upon cancellation of this Agreement outside of the **"cooling off period"**, please refer to Clauses 5(f), 6(c), 7(c) and 7(d)

- Our fee is 10% + VAT of the Compensation which We obtain for You as a result of a successful Claim (being the gross Compensation awarded).
- We will not charge you if the claim is unsuccessful, subject to clause 6(c) and 7.
- Where We receive Compensation directly, We will issue You an invoice for the amount of Our Fee and deduct the Fee directly from the Compensation.
- If the Company does not pay the Compensation directly to us, we will send you an invoice for an amount equal to 10% + VAT of the Compensation (being the gross Compensation awarded).
- You consent to Us accessing and requesting information and reports from Credit Reference Agencies in respect of both Your Claim and/or any recovery action (if required).
- We reserve the right to charge You interest on all sums which have not been paid by You at The Law Society Rate in force from time to time and currently 4% above Barclays Bank base rate, which is currently 0.25%. Interest will accrue on each outstanding invoice and any Collections Fee applied in accordance with Clause 5(g). Interest will continue to accrue on any judgment obtained against You in respect of Our outstanding Fees as far as the law permits.
- We reserve the right to charge You for any reasonable costs incurred in seeking to recover Our Fee from You (such as, for example (but not limited to) tracing agents, process servers, credit reference agency fees, public register search fees, Court fees, etc.). An automatic Collections Fee of £60 +VAT (£72) will be added to each outstanding invoice after We have issued a Final Payment Reminder. A further fee of 10%+VAT of the outstanding invoice will be applied to outstanding invoices passed to our in-house Legal Department.

6. How You Can Cancel This Agreement

- You have 14 days from the date of signing this agreement to cancel your authority for us to act on your behalf. Cancellation is without charge and you will have nothing to pay under this agreement.

- You can also cancel this Agreement at any time after the 14 day period referred to in Clause 6(a). Cancellation can be notified to Us, or can arise as a result of a breach of Clause 4 by You.
- If a Cancellation of this agreement occurs in accordance with clause 6(b) above, We reserve the right to charge You for the work undertaken on your behalf in good faith by Us. Where Clause 7(c) doesn't apply, a reasonable Cancellation Fee of £150+VAT (£180.00) will be applied either upon written instructions to Cancel from You, or as a result of a breach on Your part of Clause 4, for the work undertaken in processing each of your cancelled Claim(s) up to the end date of cancellation.

7. How We Can Cancel or Change This Agreement

- We can cancel this agreement in respect of any one of Your Claims (if more than one) by giving You 14 days' notice in writing if any of the following events occur:
 - We become aware that Your claim is unlikely to succeed.
 - You are declared bankrupt.
 - You enter into an Individual Voluntary Arrangement with your creditors or have a Bankruptcy petition presented against you.
 - You do not follow any reasonable recommendations made by Us.
 - You provide information which You knew to be false or misleading in support of Your Claim(s) and this information is material to the success of Your Claim(s).
 - You fail to respond to reasonable requests for information in a timely manner and this prevents Us from providing the Services.
 - You breach a term of these Terms of Business and You do not correct this breach within 14 days of receiving written notification from Us detailing the breach and the action required to resolve the breach.
- We will always give You at least 30 days' written notice of any changes before they take place. If you are not willing to accept the proposed change, You will be free to end the agreement but may be subject to a Cancellation Fee in accordance with Clause 6(c).
- If at the time of cancellation described in Clause 7(a) above, We have received an offer of Compensation, which has been calculated in accordance with the rules of Financial Conduct Authority or the principles used by the Financial Ombudsman Service and which We recommend is accepted by You, We reserve the right to charge Our full Fee.
- If You accept an offer that We consider inadequate or reject an offer that We consider to be reasonable We may cancel the agreement and charge You a fee accordingly.

8. General Conditions About This Agreement:

- This Agreement is governed by English law.
- You cannot transfer Your rights and obligations under this Agreement but You can terminate the Agreement in accordance with Clause 6 above.

9. Financial Ombudsman Service:

You have understood that you can complain to financial firms directly, without the use of a Claims Management Company, and that complaining yourself is free. In addition, should Your Claim(s) be refused by the financial firm, You can also refer the matter to the Financial Ombudsman Service, again, without any charge. The Financial Ombudsman Service is an independent service in the UK for settling disputes between businesses providing financial services & their customers.

10. Right to Shop Around:

We are obliged to inform you of Your rights to seek further advice on a potential contract with Us and on any other related matter with regards to a PPI claim. Institutions that can provide assistance include the Financial Ombudsman Service, Citizens Advice Bureau and the Claims Management Regulator. You are also advised of Your right to shop around both before and after entering into a contract with Us (subject to Clause 6 if You have already entered into a contract with Us).

11. Regulation:

Moneyback PPI is a trading name of Valley Claims Management Limited which is regulated by the Claims Management Regulator in respect of regulated claims management activities. Our authorisation number is CRM27730, which can be checked on the website www.justice.gov.uk/claims-regulation. Vat Reg No: 168 9394 46

Pre-Contract Information

1. What do I need to do?

Please complete the claim application form and read the terms of business and sign the letter of authority. Then send them back to us along with copies of any documentation that you have relating to the sale of the PPI policy.

2. Do I need to provide any documents?

If you have documents then it would be particularly helpful if you can send us copies, for example if you have a loan or credit agreement. If not, don't worry, because the letter of authority will enable us to get copies of the information from the adviser or insurance company.

3. What can I claim for?

You can claim for the return of any PPI payments plus interest at 8% (tax will be deducted from interest on compensation) if your PPI policy was mis-sold. If you have been charged interest on your PPI payments, perhaps because it was included within a credit account, then you could claim the effect of the interest back as well. However, you generally have to take action within 3 years of becoming aware of the problem or within 6 years of the event, whichever is later.

4. How long will my claim take and do the banks contact me directly?

The firm that sold the policy are required to resolve complaints generally within 8 weeks of receiving them. In most instances, the Company may also contact You directly. This may include communication by letter, email and/or telephone. We may also have to refer your claim to the Financial Ombudsman Service (FOS). The FOS generally settles cases within 6 months and aims to resolve most cases within 18mths to 2yrs. We will be doing all we can to get your claim completed as soon as possible.

5. How much do I have to pay?

You won't pay us anything unless we're successful in winning your claim, in which case you will need to pay us 10% + Vat of the total redress offered only. Please note a cancellation fee may be applicable as per clause 6c of our Terms and Conditions.

6. How will my redress be paid?

Redress can be paid in a variety of ways. However your redress is paid, our fee is based on the gross compensation awarded, which includes cash payments and amounts off set against your loan or amounts used to restructure your loan together with any tax deducted from interest on compensation. Please refer to the T&Cs. It is important to tell us about any arrears you have in relation to the credit or loan accounts. The tables below set out some examples in more detail.

Example 1 - Where all of the redress is paid as a "cash" benefit.

Firstly, you may receive a cheque back for the amount of compensation or it may be paid directly to your bank account. This is usually the way if your loan has been repaid in full or there's a refund due when you cancel the PPI policy.

Gross Compensation (including interest)	£1,000.00
Basic Rate income tax deduction on interest (estimated)	£25.00*
Net Compensation awarded	£975.00
Our Fee (10% plus VAT (12% total)) charged on Gross Compensation	£120.00

Example 2 - Where some of the redress is paid in cash and some is used to reduce your loan.

If your loan or credit account is still in place with an outstanding balance then the lender may have to "restructure" your account. This means that the lender has to recalculate what your outstanding balance would have been if you had not been mis-sold the PPI policy. In this case, you will receive some redress as a cash payment and the remainder of the redress is "paid" against your loan.

Gross Compensation (including interest)	£1,000.00
Of which amount "offset" against your loan balance	£500.00
Basic Rate income tax deduction on interest (estimated)	£25.00*
Remaining Net Compensation awarded	£475.00
Our Fee (10% plus VAT (12% total)) charged on Gross Compensation	£120.00

Example 3 - Where some or all of the redress is used to repay arrears on your credit account.

If you have arrears on your credit account then the lender can use the redress to pay those arrears before making payment to you. If you have been issued with a "default notice" and your account has been terminated then the lender can use the redress to pay towards your outstanding balance as in the table below. Let's assume that the full amount of your loan (£700) is outstanding. Your redress of £1,000 will first be used to pay the balance and the remaining £300 will be paid as a cash benefit. However, because our fee is £120 (based on the total redress) your real cash benefit will be £180.00.

Total Redress	£1,000
Of which amount "offset" against your loan balance	£700.00
Basic Rate income tax deduction on interest (estimated)	£25.00*

Remaining cash benefit	£275.00
Our Fee (10% plus VAT (12% total)) charged on Gross Compensation	£120.00

Please also remember that we will invoice you for our Fee and that if you don't pay our Fee we may seek to recover it from you together with any reasonable costs and interest in accordance with Clause 5 of the terms and conditions. It's always better for you if you pay our invoice when it falls due.

7. Can I claim if I am in a debt management plan, an IVA or have been made bankrupt?

If you have an IVA or debt management plan you will be able to claim but you should be aware that the compensation will be used to pay your creditors and you will still be liable to pay our fee. If you have ever been declared bankrupt we are not able to take on your case.

8. Can you guarantee that my claim will be successful?

No-one can guarantee this, but we will be doing all we can to win your claim. Remember, though, you don't pay anything unless we win so you've got nothing to lose! Please note a cancellation fee may be applicable as per clause 6c of our Terms and Conditions.

9. Financial Ombudsman Service

You can complain to financial firms directly, without the use of a Claims Management Company, and complaining yourself is free. In addition, should your claim be refused by the financial firm, you can also refer the matter to the Financial Ombudsman Service, again, without any charge. The Financial Ombudsman Service is an independent service in the UK for settling disputes between businesses providing financial services & their customers.

10. What if I'm not happy with the service you provide?

We pride ourselves on the high level of customer service that we provide, but if you feel that we haven't delivered then we want to hear from you. We have eight weeks to consider your complaint. You must have tried resolving your complaint with us first but if we are unable to help you then you can have the complaint independently looked at by the Legal Ombudsman. The Legal Ombudsman investigates problems about poor service from Claims Management Companies.

Their time limits for investigating complaints are: 1. Within six months of receiving a final response to your complaint; and 2. Six years from the date of act/omission; or 3. Three years from when you should reasonably have known there was cause for complaint (if the act took place more than six years ago). The act or omission, or when you should have reasonably known there was cause for complaint, must have been after 5 October 2010. If you would like more information about the Legal Ombudsman their contact details are as follows:

Visit www.legalombudsman.org.uk or Call 0300 555 0333 between 8.30am to 5.30pm. Calls to 03 numbers will cost no more than calls to national geographic numbers (starting 01 or 02) from both mobiles and landlines, and will be included as part of any inclusive call minutes or discount schemes in the same way as geographic calls. Calls are recorded and may be used for training and monitoring purposes. For minicom call 0300 555 1777. Email enquiries@legalombudsman.org.uk. Legal Ombudsman PO Box 6806, Wolverhampton, WV1 9WJ 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.

11. Can I change my mind?

You can change your mind within 14 days of signing the agreement. You should tell us you've changed your mind in one of the following ways: By telephone on 0800 040 7778 / 020 8429 4850, By emailing us at claims@moneybackppi.com By writing to us at: Moneyback PPI, Television House, 269 Field End Road, Ruislip, Middlesex, HA4 9XA using the Cancellation Form on the reverse of this page.

12. Will I have to pay anything if I cancel within this 14 day period?

No if you cancel within this initial 14 day period you won't have anything to pay.

13. What if I change my mind after the 14 day period?

You can change your mind after the initial cancellation period by giving us 14 days' written notice. Please note a cancellation fee may be applicable as per clause 6c of our Terms and Conditions.

14. Will I have to go to Court?

We will help you with your claim right up to and including the Financial Ombudsman Service. We will not represent you in taking legal action. If you wish to take legal action you will have to arrange this separately and pay the costs yourself.

15. How can I keep track of my claim?

We'll keep you informed of progress throughout the process and if the adviser or insurance company requests any further information that we need from you then we'll get in touch. Of course, you can call us at any time to check on the progress of your claim.

Moneyback PPI is a trading name of Valley Claims Management Limited which is regulated by the Claims Management Regulator in respect of regulated claims management activities. Our authorisation number is CRM27730, which can be checked on the website www.justice.gov.uk/claims-regulation.

* This is an estimate for illustration purposes as the actual tax deduction will vary from case to case.



Cancellation Form

TO:
Valley Claims Management trading as Moneyback PPI
Television House
269 Field End Road
Ruislip
HA4 9XA

0800 040 778
020 8429 4850
claims@moneybackppi.com

I / We hereby give notice that I / We cancel my / our contract for the supply of the claims management service.

Ordered on: _____

Name: _____

Address: _____

_____ Postcode _____

Signature: _____

Date: _____