



LOAN REFUNDS IN 3 EASY STEPS

- 1 SIGN THE FORMS**
- 2 RETURN WITH YOUR INFO**
- 3 RECEIVE YOUR REFUND**

NO WIN NO FEE

You are one step away from instructing one of the UK's most successful refund companies to manage your loan refund claim. We have refunded millions of pounds and helped thousands of customers. Our fees are among the lowest, completion times among the fastest and our excellent customer service will ensure a hassle-free experience.

To start your claim simply complete the forms and return them with the necessary supporting evidence.

We have teamed up with Forbes Douglas, an expert financial claims specialist firm, to ensure our customers benefit from the very best legal work and receive the maximum refund possible. You will see forms in this claim pack from us both.

We offer a great service and operate on a 'no win no fee' basis - you pay us nothing if we fail to put you in funds and just 25%+vat of any money recovered. That's it - the sooner we receive your claim the sooner we can start work to get your money back.

Complete the forms and return them all, along with any other information or documents requested, in the envelope provided or to our freepost address - you do not need a stamp.

**Freepost RLZT-UKYL-STSE
Refunds Direct
23 Westfield Park
BRISTOL BS6 6LT**



Please take a minute to read this document as we would like to explain who we are, how the claim process works and why you need to complete these forms:

Who are we? We are a CMC (Claims Management Company). It is a legal requirement to have a Ministry of Justice licence to carry out this role. We are regulated by the Ministry of Justice in respect of regulated claims management activities. Our registration can be viewed at www.claimsregulation.gov.uk. We receive claims from customers and advisors. We process the claims in-house or pass on to a solicitor, depending on the complexity and value of the claim and whether litigation is required. You should check whether you have any other method of making a claim, there is no obligation to utilise our service. Please feel free to consider the other services available. Please ensure that you read all the paperwork before signing and returning it. There is an amount of documentation you will need to complete, please see below.

Questionnaire The Questionnaire is the essential document that needs completing very carefully. This will assist in assessing any potential claims you may have. **Please complete a separate Questionnaire for each Agreement / Loan or Policy.**

Letter of Authority The Letter of Authority gives Forbes Douglas the ability to deal directly with the lender and retrieve vital information regarding the claim. This letter also covers the Data Protection Act, this ensures that under this Act the lender supplies us with the loan details and loan history within 40 days of our request. The lender is currently entitled to a maximum fee of £10.00 for supplying this information, this should be paid by you and made payable to the lender. Sometimes the lender returns this payment to you. Please complete a separate Letter of Authority for each lender and **provide two proofs of identification which must be less than three months old, one with a signature.**

Letter of Engagement This is the contract with Forbes Douglas. This allows them to act on your behalf. It sets out their fees and

Terms and Conditions. You have a "cooling off" period of fourteen days from the date of signing the Letter of Engagement.

Supporting Documentation Please supply the original Agreement / Loan or Policy documents where possible. These documents will be returned once the case is concluded or upon the clients request.

Case Assessment Once we have received the completed documentation we can make an initial assessment of the case. In most cases we are able to start the process of the claim at this stage. However, it may be that further information is required from you or the lender in order to fully assess the case. We may contact you to obtain this information or contact the customer directly.

Processing the Claim Together with Forbes Douglas we will then manage the entire claim process, including any appeals to the Ombudsman and if required any court proceedings. Forbes Douglas will review any offer of compensation and advise you accordingly as to whether the offer should be accepted. They will endeavour to claim for the principal claim plus interest. It is very important that any communications from the lender are passed to our team without delay as the case could become prejudiced.

Panel Solicitor If appropriate the case may be referred to a Panel Solicitor. Should this be the case, the solicitors may act under a Conditional Fee Agreement (CFA), this means that nothing is paid by you as each case is insured so should the case fail you will not be responsible for any legal costs from any party. The solicitor will contact you directly in order to get their CFA signed and returned to them. We will assist you through this process.

Conclusion of the Claim At the end of a satisfactory claim we will forward to you the value of the claim less our fees as set out in the Letter of Engagement.

REFUNDSDIRECT

✓ **NO WIN NO FEE** ✓ **MILLIONS REFUNDED**

! Please complete a separate claim pack (inc questionnaire) for EACH agreement / loan / policy you wish to be reviewed. Please return with your original agreement / loan / policy documentation and all related paperwork where available.

Answer In Every Case

What was the method of initial contact with the lender/insurer? Current balance £.....

..... The year taken out?
 Did a broker help arrange the product for you? YES NO Has the loan been repaid? YES NO
 What was the name of the broker?
 What year does/did the loan finish?

Have you refinanced? YES NO Do you have original documents? YES NO
 Who is the new lender?
 Has the loan been in arrears? YES NO
 Has the lender charged you penalties? YES NO
 Original amount of the loan / cost of the policy? £..... Have you made an 'arrangement' with the lender? YES NO

Answer For Unsecured Loans / PPI

Does this loan replace a previous loan? YES NO Did you take out PPI? YES NO
 What was the previous loan?
 Do you have original loan documentation? YES NO
 Is it a consolidation loan? YES NO Were you in non-permanent employment? YES NO
credit cards / personal loans / hire purchases / mortgage arrears / Did you have any medical conditions? YES NO
private loans / store cards / car loans / home improvement loan / Were you told you could buy PPI elsewhere? YES NO
 Were you aware of any sales commission being paid? YES NO Were you told you could buy PPI elsewhere? YES NO
 Is the loan secured on your property? YES NO Were you aware that PPI was being bought? YES NO
 Were you told that PPI must be bought to get the loan or that you stood a better chance if you did? YES NO
 Were the T's&C's fully explained? YES NO
 Have you complained or tried to cancel the PPI? YES NO
 Have you made a claim on the PPI? YES NO

Answer For Mortgages/Secured Loans

Did you pay Mortgage Indemnity Guarantee (MIG) or a higher lending charge? MIG HLC Were you aware of sales commission being paid? YES NO
 Did the mortgage have a fixed rate period? YES NO Were you in arrears when you took the mortgage? YES NO
 Was any of the mortgage interest deferred, or was it a discounted or low rate starter product? YES NO Has the property been repossessed? YES NO
 When did this happen?
 Did the lender sell at market value? YES NO
 Did the proceeds cover the amount owed? YES NO
 Has the lender taken action against you? YES NO

Answer For Credit Cards

Is the balance of the credit card over £5,000? YES NO Has the balance ever been transferred? YES NO
 do you have legal expenses insurance? YES NO do you have other ways to pursue your claim? YES NO
 (may be included in your household or car insurance) (if yes, please discuss before signing the contract)

name of lender or insurer:
 their address: postcode:
 agreement/loan/policy no: finance type:
 name of agreement/loan/policy holder:
 date of birth:
 name of joint agreement/loan/policy holder:
 date of birth:

signed: **date:**

Signature of Agreement/Loan/Policy holder

signed: **date:**

Signature of Agreement/Loan/Policy holder



To whom it may concern

This authority relates to this and all previous loans, mortgages credit agreements or dealings of any kind with your company including any information held by you.

I/we hereby appoint and grant express authority to Forbes Douglas ("the Company") to consider my/our claim in respect of unreasonable or unlawful Credit Card / Bank Charges / Mortgage Charges / a mis-sold Payment Protection Insurance Policy / a mis-sold Life Assurance Policy or any other Credit Agreement with you, and, if the Company believes the claim has merits, act on my/our behalf to seek compensation.

I/we further authorise and insist that as applicable (a) lender(s), (b) provider(s), of the Credit Card, (c) arranger(s) of the PPI, and/or (d) arranger(s) of the Life Assurance Policy and/or (e) holder of information (together "the Relevant Parties") release to the Company any information, whether deemed confidential or otherwise, as may be requested from time to time by the Company, by telephone or in writing (including fax and email), and to do so without delay.

This Authority extends to any and all outstanding claims in respect of unreasonable or unlawful Credit Card / Bank Charges / Mortgage Charges / a mis-sold Payment Protection Insurance Policy / a mis-sold Life Assurance Policy or any other Credit Agreements, which you are currently processing on my/our behalf.

I/we confirm that we have lawfully contracted with the Company and have expressly consented that all communications and payments from you must be made direct to the Company, which will then be forwarded to me/us.

Where applicable, please find enclosed a payment for £10.00 for supplying my/our information held on your file.

Complete in every case

name of lender or insurer:

their address:

postcode:

agreement/loan/policy no:

year started:

name of agreement/loan/policy holder:

.....

address:

postcode:

(enter below previous address if less than 3 years)

.....

postcode:

address agreement/loan/policy relates to:

.....

postcode:

name of joint agreement/loan/policy holder:

.....

address:

postcode:

signed:

.....

Signature of Agreement/Loan/Policy holder

date:

signed:

.....

Signature of Agreement/Loan/Policy holder

date:



This document is a contract between you and Forbes Douglas (the "Company"). It clearly sets out our charges and Terms and Conditions, copies are available at www.forbesdouglas.com. Refunds Direct Ltd act solely as introducer and are paid a commission by Forbes Douglas of £200+vat when a claim commences and a further amount on completion dependent on the value of the settlement.

I/we hereby appoint the Company to act on my/our behalf as my/our sole representative of any claim for compensation in respect of mis-sold, or unfairly charged, financial products I have purchased. I/we shall provide all information required by the Company. I/we shall not enter into any agreements with the lender/seller without first consulting the Company. I/we understand that Solicitors may work with the Company and may commence proceedings against my lender/seller for compensation.

The Company makes no representation or warranty to the Client that Compensation will be obtained or in any way guaranteed. The Company reserves the right, at any time, and at its sole discretion, not to pursue a claim for Compensation and will notify the Client in writing in such cases.

The Company charges, on a No Win No Fee basis, a fee of 25% plus VAT on all successful claims.

For example, on a successful claim of £1,000, the fee would be £250.00 + VAT = £287.50, leaving the Client £712.50.

Cancellation of this agreement can be made, in writing, within 14 days of signing this Letter of Engagement. After this date our fees will apply on any offer that is made in writing or verbally to either the Company or the Client.

I/we have read, agreed and retained a copy of the terms and conditions. I/we agree, by signing below, to be bound by the terms and conditions and wish the Company to act on my/our behalf.

I/we also confirm by signing this document that the Company and any party paying compensation to me/us or for my/our benefit and any panel solicitor instructed on my/our behalf has my/our formal and irrevocable authority to deduct and pay to the Company the fees detailed above and that this authority remains in full force and effect for the purpose of any third parties and that the Company may direct any third part on our behalf to pay the fees set out above.

Complete in every case

agreement/loan/policy no: type of claim:

name of agreement/loan/policy holder:

..... home phone:

address: postcode:
(enter below previous address if less than 3 years)

..... postcode:

email: mobile phone:

address agreement/loan/policy relates to:

..... postcode:

Complete in the case of joint agreement/loan/policy only

name of joint agreement/loan/policy holder:

..... home phone:

email: mobile phone:

signed:
Signature of Agreement/Loan/Policy holder

date:

signed:
Signature of Agreement/Loan/Policy holder

date:



Definitions

1. **'Company'** means Anoco UK Ltd trading as Forbes Douglas
2. **'Client'** means the client of the Company.
3. **'Claim'** means a claim for Compensation made by the Company on behalf of the Client in accordance with the terms of the Contract.
4. **'PPI'** means a Payment Protection Insurance policy or similar loan protection scheme.
5. **'Contract'** means the contract between the Company and the Client for the provision of the Services, comprising the signed letter of appointment and these terms and conditions.
6. **'Administration Charge'** means such costs incurred in processing, preparation and submission of the claim including any charges payable to any Third Party in order to obtain details relating to the Client's claim incurred by the Company and as fall under the Contract.
7. **'Benefit'** means all non-monetary benefits in whatever form including without limitation all benefits that will arise from any waiver, cancellation, reduction, saving, deduction or rescheduling of any outstanding or future premiums, charges or other interest or administrative payments (or any offsetting or relief against the same) or any other saving, inducement, discount or rebate offered in relation to any other products or services offered by a Third Party or persons connected to the Third Party.
8. **'Compensation'** means the total monies and the full value of Benefits offered by the Third Party and arising from any claim made by the Company on behalf of the Client for alleged mis-sold PPI.
9. **'Legal Costs'** means the costs incurred by or on behalf of the Company in relation to the preparation or commencement of proceedings in connection with a Claim, including but not limited to the fees of the Company's appointed legal representative(s) and court fees.
10. **'Services'** means all or any of the services as specified in the Contract.
11. **'Service Charges'** means the charges payable by the Client set out in the Contract.
12. **'Third Party'** means any bank, person, firm or company that arranged for the Client a PPI Policy.

Terms and Conditions

1 The Contract shall commence on the date on which the Client's signed letter of appointment has been received by the Company and unless terminated earlier shall continue until compensation is recovered for the Client, the Company advises the Client in writing that it is unable to recover compensation or the company exercises its right not to pursue the claim

2 The company agrees that it will use its reasonable means to pursue an application for Compensation from the Third Party on behalf of the Client where the Company believes that it is appropriate to do so, having regard to the merits and the value of the Client's claim, to keep the Client informed of the progress of the claim and to notify the Client promptly and in writing if it decides that it will not pursue any claim, to act in the best interests of the Client at all times, to hold all Compensation monies received from a third party in a client account, to promptly pay any Compensation received to the Client after deducting the Service Charges and not to seek to recover its charges should the claim fail, unless this is due to an act or omission on the part of the Client

3 The liability for the Client to pay the Service Charges and any other charges that may be payable under the Contract is (where the Client is more than one person) joint and several. This means that the Company can recover all of such charges from any person who is the Client. Service Charges and any outstanding Administration Charges will be payable on any part of any Compensation that is received by the Client or the Company immediately upon recovery from the Third Party.

4 In the event the Company takes steps to recover any Service Charges and/or Administration Charges due and unpaid by the Client to the Company, the Client shall pay to the Company the Company's costs (including administrative costs) of taking such steps plus VAT. In addition the Client undertakes that it will at all times be responsible for all costs and expenses incurred by the Company, including but not limited to, Court fees, interest and administrative fees in recovering from the Client any Service Charges due and unpaid from the Client to the Company.

5 The Client agrees with the Company to provide promptly all such information as the Company may from time to time reasonably request, to ensure that all information sent to the Company is true, and shall not omit any facts, to authorise the Company to act on its behalf on an exclusive basis to perform the Services and to authorise the release of any such information as the Company deems appropriate, to negotiate on the merits of the Client's claim, to deal with all correspondence from the Company promptly, not to contact or correspond or communicate with the Third Party in connection with the claim, to immediately copy to the Company any correspondence it receives from the Third Party in connection with the claim, to notify the Company of the full names of all joint policy holders and any further relevant information that the Client has in its possession and that it has not previously claimed or received compensation or an offer of compensation from the Third Party.

6 The Client assigns to the Company all its rights in the Compensation and authorises the Company to collect on its behalf any Compensation due from the Third Party. The amount of the Service Charges payable by the Client to the Company is set out in the signed letter of engagement relating to the Services. The Client agrees that it is liable to pay the Service Charges to the Company if the Compensation is paid directly to the Client by the Third Party, all Service Charges and other fees due to the Company under the Contract shall be paid by the Client within 14 days of the Company's invoices

7 When compensation is paid directly to the Company by a Third Party, the Client agrees that the Company may take payment for its Service Charges and any other fees due to the Company under the Contract from any Compensation it receives on the Client's behalf before transferring the balance to the Client. The Company shall issue a receipted VAT invoice for such payments to the Client within 14 days of the date on which payment was taken.

8 When an offer for Compensation is obtained from the Third Party on behalf of the Client which in the reasonable opinion of the Company is fair and reasonable having regard to the relevant timescales and that offer is rejected by the Client then the Company reserves the right to charge a fee equal to the amount of the Service Charge which would have been payable in the event that the Client accepted that offer in line with the Company's advice.

9 The Client agrees to pay to the Company the Service Charge and is deemed to have irrevocably accepted an offer of Compensation in cases where an offer of compensation, which in the reasonable opinion of the Company is fair and reasonable, has been sent either by the Company or the Third Party to the Client, and the Client has not within 28 days of receiving such offer returned to the Company, the Third either Party's acceptance form or a letter rejecting the Third Party's offer.

10 The Company will use all reasonable endeavours to perform the Services within a reasonable period from the date of receipt of the letter of appointment signed by the Client. The Company cannot be held responsible for delays due to circumstances beyond its control, such as delays caused by the Third Party or the Client. Reasonable delays in performance or delays due to circumstances beyond the Company's control shall not entitle the Client to terminate the Contract. Due to logistical reasons, it is not practicable for the Company to store paper copies of any documents relating to the Client's claim. The Company will store them electronically and return any documents supplied by the Client if requested to do so. Otherwise, the Company will dispose of the paper copies securely.

11 The Company's liability in respect of the Services is to provide the same with reasonable skill and care. The Company does not make any other warranties about the Services.

12 The liability of the Company to the Client in contract, tort (including negligence for breach of statutory duty) or otherwise howsoever under or in connection with the Contract shall be to losses that are a foreseeable consequence of the Company's breach of contract or tort and shall not exceed the amount at which the Company (acting reasonably) values the Client's claim. Any claim by the Client for compensation for loss caused by the Company's negligence or breach of contract must be notified to the Company as soon as practicable

13 The Company shall have the right to commence legal proceedings on the Client's behalf to pursue a claim for Compensation. Where the Company commences legal proceedings on the Client's behalf, the Client agrees to: Comply with all reasonable requests of the Company and/or any legal representative appointed by the Company without undue delay, permit the Company to have the conduct of the claim and to pursue the claim in such manner as the Company in its absolute discretion thinks fit, disclose all relevant information and documentation as reasonably requested by the Company and/or its legal representative, instruct any legal representative appointed by the Company to provide all information relating to the claim to the Company, at the Company's request, authorise any legal representative appointed by the Company to pay the Service Charges directly to the Company from any Compensation recovered by the legal representative and pay the Service Charges to the Company if the Compensation is paid directly to the Client.

14 The Company agrees to be responsible for the Legal costs unless the Client misleads the Company and/or any legal representative appointed by the Company in any way, any information provided by the Client contains material omissions which would have resulted in the legal representative and/or the Company declining to accept the Client's instructions, the Client terminates the Contract during the course of the proceedings, the Client fails to provide the Company and/or the legal representative with information (including without limitation witness statements) within a reasonable time from the time that such information is requested to remedy a breach of its obligations under the Contract within 7 days of a notice from the Company requiring the Client to do so.

15 The Client agrees that the Company shall be reimbursed for all Legal costs to the extent that they are recovered from the Third Party. The Company is entitled to retain reimbursed Legal costs received directly by the Company from the Third Party and the Client agrees to pay to

the Company forthwith any reimbursed Legal costs received by the Client from the Third Party. The Company may be paid a referral fee by any Solicitors instructed on the claim. The existence of such referral fee and its amount will be notified to the client at the appropriate time.

16 The Company shall have to immediately terminate the Contract upon any material breach by the Client of any term of the Contract, the Client is adjudicated bankrupt, enters into a voluntary arrangement with its creditors or has a IMCA appointed under the Mental Health Act 1983 and/or the Mental Capacity Act 2005 (as amended) or the Client does not follow any reasonable recommendations of the Company.

17 The Client shall have the right to terminate the Contract by giving written notice to the Company within 14 days of signing the Contract. In the event that the Client terminates the Contract after 14 days the Company reserves the right to charge the Client at the Company's standard hourly rate, such preparation, processing, and submission costs as may have been incurred by the Company up to the time the Client's notice of cancellation is received by the Company. If such termination takes place once the Third Party has made an offer of Compensation, the Company shall have the right to impose a charge equivalent to the Service Charges that would be payable if the offer was accepted.

18 The Company shall not be liable for any delay or other failure to perform any services by reason of any cause whatsoever beyond its reasonable control.

19 Both parties agree to keep confidential the subject matter of the Contract and any information (whether written or oral) acquired by that party in connection with the Contract and not to use any such information except for the purpose of performing its obligations under the Contract. The Client agrees that the Company shall not be required to disclose to the Client or account to the Client in respect of the Company's interests, such as in relation to advice on marketing or other matters, provided that the Company does not contravene any applicable rules, regulations or codes of conduct. The Company reserves the right to charge the Client for any costs incurred by the Company if any information provided by the Client is misleading or contains material omissions which result in the Company providing the service to the Client, which it would have declined to do, if it had been in possession of the full information.

20 The Company reserves the right to assign the Contract and all rights under it and to sub-contract to others all or any of its obligations. The Contract is personal to the Client and is not assignable except to the personal representatives of the Client. A person who is not a party to the Contract will have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce the Contract.

24 All personal data will be held in accordance with the terms of the Company's Privacy Policy which can be found on the Company's website or is available upon request. All data is held in accordance with the provisions of the DPA.

25 The Company agrees to comply with any written Data Subject Access Request under the DPA made by Client for the personal data that it holds subject to any exemptions that may apply from time to time. The Company charges an administration fee of £10.00 or the fee prevailing from time to time (providing always that the fee shall not exceed the maximum fee permitted under the DPA) for providing this information. The current fee is displayed on the Company's website.

26 The Company further agrees to correct any inaccuracies in the clients personal data held at the request of the client.

27 By acceptance of the Company's Privacy Policy and unless and until the Company receives written to the contrary, the client agrees that the Company may share the Clients personal information with Banks, Financial Advisors or other institutions and affiliates, associated companies or firms or service partners for the purpose of assisting the Client with the Client's claim for compensation or any financial matters that the Company believes may be of assistance to the Client. Except as explicitly stated in this condition and the Privacy Policy, the Company does not disclose to any third party the information provided by the Client

28 The Client acknowledges and agrees that its personal data may be submitted to a credit reference agency and processed on behalf of the Company in connection with the services.

29 Any notice to be given in accordance with the Contract and these terms and conditions must be in writing.

30 If any provision of the Contract is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of the Contract and the remainder of the affected provisions shall continue to be valid.

31 No failure or delay in exercising any of the Company's rights shall constitute a waiver of the same or any other of its rights.

32 The law applicable to the Contract shall be English law and the parties consent to the jurisdiction of the English courts in all matters affecting the Contract.