

**CREDIT ASSESSMENT & MIS-SOLD PPI CLAIM.**

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**Your claim reference:** \_\_\_\_\_

*Dear Sir/Madam,*

Please find enclosed our welcome pack which informs you about the mis - selling of PPI's ( Payment Protection Insurance) and credit assessment. Just fill in the basic form and return the pack to us so we can begin your claim as soon as possible. Remember, if you took out any loan/mortgage/finance/credit before April 2007, there is a strong possibility you could be entitled to thousands as many credit agreements did not comply with the Consumer Credit Act 1974.

**You need to...**

1. Read the terms laid out in the *Terms of Engagement*.
2. Fill in and sign the part 1 – Instruction to Act form. If you are making more than 1 claim then complete and sign one of these forms for each claim.
3. Fill in and sign the part 2 – Letter of Authority form. If you are making more than one claim then complete and sign one of these forms for each claim. Any claims relating to joint credit cards or loans also need to be signed by both account holders.
4. Return them to us!

**Additional documents...**

If you have any documents that you were provided with when the loan/mortgage or credit/store card/finance/hire purchase was taken out then please send copies of these to us to help speed up your claim. A recent credit card or loan statement will help if you do not have the original paperwork.

We will keep you updated with the progress of your claim and if you have any further queries please do not hesitate to contact us.

Yours sincerely,

N. Zeb  
Senior Claims Assessor

## PART 1 - INSTRUCTION TO ACT

Authority and instructions to act on the behalf of you (the Client) and for your loan/credit organisation to provide information and pay compensation to 'Lawangels'.

### ABOUT YOU

Name: _____  Address: _____ _____  Post Code: _____	Daytime Telephone: _____  Evening Telephone: _____  E-mail Address: _____ Date of Birth: _____
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**ABOUT YOUR CLAIM- PPI & ALL CREDIT ASSESSMENT. (Fill in credit assessment sections if not claiming for ppi)**

<p><b>What was your PPI policy sold with?</b> <i>Credit card, store card, loan or mortgage</i></p> <p>_____</p> <p><b>Who is the policy with?</b> <i>Examples: MBNA, Lloyds TSB, NatWest</i></p> <p>_____</p> <p><b>Who sold you the policy?</b> <i>If a different company from above</i></p> <p>_____</p> <p><b>When was the policy sold?</b> <i>If you don't have an exact date then just the year and month if possible</i></p> <p>_____</p> <p><b>Where was the policy sold?</b> <i>Examples: telephone, internet, bank branch, face to face at home</i></p> <p>_____</p> <p><b>Policy or Loan/Credit number? (PPI &amp; Credit Assessment)</b> <i>Or credit card number if possible</i></p> <p>_____</p> <p><b>Employment status at the time?</b> <i>Self employed. employed. retired. student. unemployed. housewife</i></p> <p>_____</p>	<p><b>Occupation? (PPI &amp; Credit Assessment)</b> <i>When the PPI policy was taken out</i></p> <p>_____</p> <p><b>Loan Amount? (PPI &amp; Credit Assessment)</b> <i>Or average credit card balance</i></p> <p>_____</p> <p><b>Monthly PPI charge?</b> <i>If known</i></p> <p>_____</p> <p><b>What was the loan for? (PPI &amp; Credit Assessment)</b> <i>Examples: consolidation, home improvements, car loan</i></p> <p>_____</p> <p><b>Have you made any claims on your PPI?</b> <i>And if so, were they successful or turned down?</i></p> <p>_____</p> <p><b>Did you have any other way of making your monthly payments if you were unable to work?</b> <i>Examples: Equity in your property, your employer's illness and redundancy benefit.</i></p> <p>_____</p> <p>_____</p>
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Please tick one for each question...

Yes No Don't Know

Were you told that you wouldn't get the loan without PPI?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Was it made clear to you that PPI was optional?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Did you find PPI was added, even though you didn't ask for it?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Were you told the full cost of the policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Did you pay off your loan early but receive no, or a low refund?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please tick one for each question...

Yes No Don't Know

Were you told you would have to pay interest on the premium?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Did you have a medical condition when you took out the policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Were you asked about your medical history when you took out the policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
For a joint loan, are both loan-holders covered by the policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the policy length adequately cover the loan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Declaration of truth** – I/We have read and accept Lawangels Terms and give Lawangels full authority to make a claim on my/our behalf. I/We confirm that the information given is to the best of my/our knowledge accurate.

Full Name: _____	Signature(s): _____
Claim Reference: _____	_____



## PART 2 – LETTER OF AUTHORITY

Authority and for your (the client's) loan/credit organisation to provide information and pay compensation to 'Lawangels'.

Claim Reference: \_\_\_\_\_

To whom it may concern:

This letter relates to all current and previous PPI policies with your company.

### Authorisation to Lawangels:

1. As provided for under clause DISP 2.4.16R of the Financial Services Authority Handbook, which states that 'A complaint maybe brought on behalf of an eligible complainant, or a deceased person who would have been an eligible complainant, by a person authorised by the eligible complainant or authorised by law', I/we hereby appoint and expressly authorise the company Lawangels to consider our claim for Compensation in respect of mis - sold PPI (payment/loan protection insurance policy) and/or an unfairly under-rebated PPI (payment/loan protection insurance policy) and credit assessments for unenforceable agreements and hidden commissions and unfair mortgage fees and if the Company believes that the claim has merits, act on my/our behalf to seek Compensation.
2. 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 ( 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 by fax or by e-mail), and to do so without delay.
3. I/we hereby authorise the extension of this Authority to any and all outstanding claims in respect of mis -- sold PPI (payment/loan protection insurance) Policy, which you are currently processing on my/our behalf.
4. 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.
5. I/we hereby advise that wilful failure of the Relevant Parties to follow my/our express instructions with regard to dealing with the Company, whom I/we have contracted with, may render the offending party liable to legal recourse for procuring/inducing a breach of contract, restraint of trade; breaches of the Competition Act 1988, the Enterprise Act 2002 and Articles 81 and 82 of the EC Treaty.

### Instructions to Third Party:

In the event that you need to contact a third party to progress my/our claim for any reason, I/we hereby give my/our authority and consent for the third party to provide the Company and Lawangels with any information they request and may require to pursue my/our claim.

### Declaration of Truth:

I/we have read and accept Lawangels Terms and give them full authority to make a claim on my/our behalf. I/we confirm that the information given in this letter and in this leaflet is to the best of my/our knowledge accurate.

### Terms of Engagement:

I/we have read and accept Lawangels Terms of Engagement and give them full authority to make a Claim on my/our behalf.

### Account Holder 1

Full Name: _____
Address: _____ _____
Signature: _____
Date: _____

### Account Holder 2 (if a joint credit-card/store card or joint loan/mortgage):

Full Name: _____
Address: _____ _____
Signature: _____
Date: _____

## QUESTIONS AND ANSWERS.

### WHY MIGHT I HAVE A CLAIM FOR MIS SOLD CREDIT/UNENFORCEABLE CREDIT AGREEMENTS?

Recent rulings by the FSA have suggested that millions of credit agreements did not comply with The Consumer Credit Act of 1974. This means the agreements are unenforceable and so you may be due compensation or even have existing loans written off! (All credit taken out before April 2007)

### I CANT FIND MY CREDIT AGREEMENT...

Do not worry as we can obtain your original credit agreement for you.

### WHAT IS PPI?

Also known as Accident, Sickness and Unemployment cover (ASU), Life & Accident, Sickness and Unemployment cover (Life & ASU), Mortgage Payment Protection Insurance (MPPI), Personal Loan Protection (PLP) or Credit Card Payment Protection (CCRP), these policies are often sold alongside your credit card, loan or mortgage, or are 'stand alone' policies that are not linked directly to a specific product or credit arrangement. These policies are intended to pay your monthly credit card or loan payments should you become unemployed or ill and find yourself unable to pay the monthly amount.

### WHY CAN I CLAIM FOR PPI?

When you take out a PPI policy there are certain circumstances under which you cannot receive its benefit. If you were unemployed, a student, retired or self employed when you took out the policy you may not have been able to benefit from the policy under any circumstances – a strong indication that mis-selling took place. Were you told that you wouldn't get the loan without PPI?> If so, you may well have been mis-sold the policy. PPI is an optional extra and cannot be included as a requirement when taking out a loan or credit card. Is the policy suitable for your needs and the loan it covers?

Were you even aware that you had taken out PPI when you took out the loan? Some credit—card application forms, particularly for store-cards, contained a box that you had to tick if you *didn't* want PPI cover. The Financial Services Authority has since clamped down on this and new credit-card applications require the customer to opt-in if they want the PPI.

### CAN I CLAIM IF I HAVE MADE A CLAIM ON MY PPI POLICY?

If you have been paid out you may still be entitled to a claim though the amount you receive would be less than if you would have made a claim.

### WHAT WILL I HAVE TO DO?

Just CONTACT Lawangels on 01254 296069 or email on [info@lawangels.co.uk](mailto:info@lawangels.co.uk) and we'll do the rest. We may need you to sign additional forms as your case progresses; usually to accept an offer from your lender or forms required by the Financial Ombudsman Service.

### DO YOU NEED MY CREDIT CARD STATEMENTS OR LOAN AGREEMENTS?

No we don't, but it can speed things up. We can write to your lender and use the Data Protection Act to force them to inform us of all the PPI charges they have charged you. Companies are usually pretty slow in responding to these requests so if you do still have some of the original documents then please send us copies as it may mean you get your money back sooner.

### HOW MUCH CAN I CLAIM?

Your credit agreement will be assessed to see if there were any hidden commissions etc and we can even have the remainder of your loan written off. You can claim back mis-sold PPI costs for the last twelve years. If you paid off your loan early and received little or no refund, we can make a claim for a larger refund, as companies are only allowed to charge reasonable administration charges.

### WILL I HAVE TO GO TO COURT?

It's extremely unlikely. In exceptional cases we might need you to attend court in order to explain what your lender's salesperson said but we're always there with you and you can always decide to abandon your claim if it gets to that stage.

### HOW LONG DOES IT TAKE?

This very much depends on how long your lender takes to respond to us. Eight to twelve weeks is typical but if we need to involve the Financial Ombudsman or courts it can take an additional 6 to 9 months. We keep you updated on progress at all times.

### HOW MUCH DOES IT COST?

The initial vetting of your claim is free of charge. Once the claim has been vetted and we think you have a potential claim, we will ask you to forward £245 +VAT administration fee to cover our costs for the processing of your claim. Bear in mind the average claim is worth £5000.

For a successful claim, we charge you 25% of the money reclaimed + VAT, subject to a minimum fee of £245 + VAT.

If you pay £245 + VAT upfront then we will only charge you 15% of the money claimed. Unlike some companies we don't hide any costs behind clever wording.

Lawangels - Suite 7 - Kings Court Enterprise Centre - 33 King Street - Blackburn - BB2 2DH

Tel: +44 (0)1254 296069 – Fax: +44 (0)1254 671771 – Email: [info@lawangels.co.uk](mailto:info@lawangels.co.uk) - [www.lawangels.co.uk](http://www.lawangels.co.uk)

**Regulated by the Ministry of Justice in respect of regulated claims management activities-CRM18014**

## TERMS OF ENGAGEMENT.

This document sets out the Terms of Engagement for the appointment of Lawangels to act on the Client's behalf in all aspects of the administration and negotiation of the claim. Lawangels is the company behind the Lawangels website.

1. Definitions
  - a. Lawangels means this firm, henceforth referred to as lawangels.
  - b. "Claim(s)" means the Client's claim or claims against the company or companies relating to the application to unlawful charges to the account(s) of the client or recovery of mis-sold Payment Protection Insurance or dealing with the assessment of any mis-sold loans/mortgages or credit cards which can also have been unenforceable.
  - c. "Client" means the account holder(s) whose details are set out in the Letter of Authority and who have appointed Lawangels to act on their behalf.
  - d. "Company" means the financial institution to whom the Letter of Authority is addressed, being the credit-card, loan, bank or other entity that provided the PPI or equivalent policy, including, for the avoidance of doubt, any employee, director, agents, representatives and associates of said entities and / or any of their predecessors.
  - e. "Compensation" means any sums paid or awarded in respect of a policy refund or rebate.
  - f. "Fee" means the fee of 25% + VAT of the Compensation subject to a minimum of £245 + VAT or 15% + VAT if the administration fee of £245 + VAT is paid at the start of the claim's processing after a free initial vetting of the claim. A fee of £25 is payable upon instructions for the administration costs when recovering the client's bank/credit/store card charges.
  - g. "Letter of Authority" means the letter included in the Claim Pack to be sent to the Company from the Client.
  - h. "Services" means the services provided by Lawangels including assessing the viability of, preparing, submitting and negotiating your claim.
  - i. "Terms" means these terms of engagement.
2. Conduct of Engagement
  - a. By signing and returning the Letter of Authority, the Client hereby agrees to be bound by the Terms and appoint Lawangels to provide Services for such a period as to allow Lawangels to assess and, if reasonably possible, complete the Claim.
3. The Client Will:
  - a. By completing and signing the Letter of Authority, give Lawangels his/her/their consent and full authority to deal with the company on the clients behalf and to obtain relevant information from whatever source on a continuing basis.
  - b. Deal promptly with requests by Lawangels for authority, information, documents or further instructions that Lawangels might require.
  - c. Promptly inform Lawangels of any relevant matters affecting the claim, such as direct contact from the loan or credit- card company.
  - d. Assign his/her/their entitlement to any Compensation to Lawangels. The Client hereby agrees to the Company remitting the Compensation to Lawangels and for Lawangels to retain the Fee before paying the balance of the compensation to the Client.
  - e. Notwithstanding such agreement, should the Compensation be paid direct to the Client, Lawangels will invoice the Client for the Fee which will become immediately due and payable by the Client to Lawangels.
  - f. Give Lawangels the right to deal exclusively with the Claim, unless otherwise agreed in writing by the Client and Lawangels.
  - g. If this agreement is terminated by the Client for any reason, pay Lawangels a charge proportional to the work performed so far, up to the full Fee if the Claim is successful.
  - h. For the avoidance of doubt, not be liable for any charge if the Claim is pursued and the Company pays no Compensation.
4. Lawangels will:
  - a. Rely on the information and documents provided by the Client as being true, accurate and complete. Lawangels will not check such information except where it is under legal obligation to do so.
  - b. Use its reasonable endeavours to obtain Compensation for the Claims which are pursued
  - c. Accept no liability for an unsuccessful claim or for the amount of Compensation paid to the Client.
  - d. Promptly notify the Client if the Claim is not to be pursued. It is at Lawangels' sole discretion to decide whether or not to proceed with the Claim at any time during the claims process but Lawangels must act reasonably in taking such a decision.
  - e. Promptly notify the Client of the outcome of the Claim
  - f. As soon as is reasonably practicable following the settlement of a Claim and the payment of Compensation by the Company to Lawangels, pay the Client the balance of the Compensation, after deducting the Fee.
  - g. Preserve confidentiality, including the Client's personal information (even when this Agreement has terminated and the Client is no longer a client), save as expressly or implicitly authorised to the contrary including where disclosure is made at the Client's request or with the Client's consent in relation to pursuing the Claim, or where otherwise required by law.

Lawangels - Suite 7 - Kings Court Enterprise Centre - 33 King Street - Blackburn - BB2 2DH  
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