



Putting the money back in your pocket ...

Dear

Payment Protection Insurance

Thank you for contacting Eagle Claims. As discussed, I enclose our three documents for your perusal.

Eagle Claims would like to encourage you to complete these documents, not only for our benefit, but for yours – it is a proven fact that banks have mis-sold Payment Protection policies over the last six years. Should your claim be successful then we will pursue the lender for a full refund and put you back into the position had you not had the insurance. You have nothing to lose. No win no fee is what Eagle Claims offer so you pay us nothing if your claim is not successful. That means you have nothing to lose and only something to gain.

The documents that need to be signed for each claim are:

1. Letter of Authority – this lets Eagle Claims consult with the bank on your behalf.
2. Questionnaire – this lets Eagle Claims ascertain if you have a claim or not.
3. Terms of Business – this explains our terms with you.

As mentioned above, Eagle Claims work on a 'no win no fee' basis which means if we are unsuccessful claiming any money back for you Eagle Claims receive nothing. If we are successful then we charge 15% + vat.

We look forward to receiving the completed documentation and processing the claim. On average the whole process should take between 8 weeks and 8 months.

If you wish to discuss further or need assistance in completing the documents please do not hesitate to contact us on **01522 300456** or alternatively look at our website **eagleclaims.co.uk**.

Eagle Claims is regulated by the Ministry of Justice in respect of regulated claims management activities and the authorisation number is CRM 25621.

Yours faithfully
On behalf of Eagle Claims

Sharon Stone

Enclosures

OFFICE USE ONLY:



Payment Protection Insurance Loans Questionnaire Letter of Authority

Putting the money back in your pocket ...

A separate Authority must be completed for each Payment Protection Policy

To whom it may concern:

Loan Provider*:

Loan / Policy Number:

** The name of the company that sold the Payment Protection Insurance Policy to you*

Authorisation to Eagle Claims – I/we authorise Eagle Claims to act on my/our behalf in pursuing my/our Claim in respect of advice received from and/or sales made by the Company relating to the above policy. I/we give Eagle Claims full authority to refer the Claim to the Financial Ombudsman Service if this is believed to be in my/our best interest.

Instructions to the Company – Please take this letter as my/our instruction to you, the Company, to deal directly with Eagle Claims in respect of the Claim and to provide them with any information they request and require to pursue my/our Claim.

I/we acknowledge that I/we could pursue this Claim against the Company myself/ourselves without the involvement of Eagle Claims Claims, but that I/we have instead opted to engage Eagle Claims, whose fees will be recoverable from me/us.

Redress/Compensation – This letter constitutes a full assignment by me/us to Eagle Claims of my/our entitlement to any redress or other monies agreed or awarded to me/us. Such monies will promptly be paid to me by Eagle Claims less their fee for the services carried out by them.

I/we understand that in the event of a successful claim, my payment protection policy will be cancelled and it is my responsibility to arrange replacement cover if required.

I/We understand that if the loan or credit card provider uses my redress monies to reduce an outstanding balance on my loan or credit card a full fee will still be payable to Eagle Claims.

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 Eagle Claims with any information they request and may require to pursue my/our claim.

Declaration of Truth – I/we have read and accept Eagle Claims 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 and a truthful reflection of our/my recollections of events at the point of sale.

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

Policy Holder 1		Policy Holder 2	
Title	First Name	Title	First Name
Surname		Surname	
Date of Birth		Date of Birth	
Address		Address	
Postcode		Postcode	
Signature		Signature	
Date		Date	

Payment Protection Insurance Loans Questionnaire

Contact Details

Policy Holder 1

Policy Holder 2

Daytime Phone No: _____ Daytime Phone No: _____
No: _____
Mobile Phone No: _____ Mobile Phone No: _____
Email Address: _____ Email Address: _____

Financial Status

Yes

No

Are you currently in an IVA, debt management programme or bankrupt?

Are you in arrears or struggling to meet payments with any of your creditors?

Help us fast track your case

To help improve your chances of success, it would be helpful to have copies of your PPI documents such as loan agreement, policy document or credit card statement (showing PPI payments).

Have you enclosed documents to help fast track your case? *We will return original paperwork to you.*

Questions	Yes	No	Don't Know
1. Were the Terms and Conditions of the Payment Protection Insurance policy fully explained to you?			
2. Did you realise when you applied for the loan that Payment Protection Insurance would be included?			
3. Was it made clear to you that the Payment Protection Policy was optional?			
4. Did the lender/provider inform you of the cost of the Payment Protection Policy and the fact that it was a single premium policy and interest would be added?			
5. When you applied for your loan were you under the impression that in order to have your application approved you needed to apply for the Payment Protection Insurance?			
6. Were you made aware that you could potentially get a similar policy on the open market for a lower premium?			
7. Were you asked whether you had any existing suitable arrangements in place to cover redundancy, accident or illness?			
8. Did you have any existing financial protection – ie sick pay, other policy for sickness?			
9. Did you feel at the time you applied for the loan under pressure to take out the Payment Protection Insurance?			
10. At the time the policy was implemented, did you have any existing medical conditions (such as a bad back or mental illness)?			
11. Were you entitled to any sick pay under the terms of your employment?			
12. Were the cancellation conditions of the policy properly explained to you at the time of the sale?			
13. Was this loan a top-up from a previous loan agreement?			
14. If you paid your loan off early did you receive a rebate?			
15. Have you repaid the loan?			
16. Are you self-employed?			
17. Are you retired?			
18. What year did you take out loan / credit card agreement			

Please note: If we are successful with your complaint, your PPI policy will be cancelled

Signed:	Print Name:	Date:
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This document sets out the Terms of Business for the appointment of Eagle Claims to act on the Client's behalf in all aspects of the administration and negotiations of the PPI claim.

1. Application

These terms and conditions shall apply to the provision of Services by Eagle Claims to the Client. In the event of conflict between these terms and conditions and any other terms and conditions (of the Client or otherwise), the former shall prevail unless expressly otherwise agreed by the Company in writing.

2. Definitions

- 2.1. "The Company" means Eagle Claims
- 2.2. "The Client" means the client of the Company.
- 2.3. "Letter of Authority" means the document to be signed giving us authority to communicate with a product provider on your behalf.
- 2.4. "The Provider" means a financial institution, which has provided the Client with a financial service.

3. The Service we provide

- 3.1. The Company shall, following receipt of all completed forms and requested information, pursue a claim for compensation on behalf of the client against the Provider.
- 3.2. In order to pursue your claim, we will require your personal and financial details. We may need to request your personal details, in the form of a data subject access request, from the provider. This information will be used specifically for the purpose of pursuing your claim.

4. Your obligations to the Company

- 4.1. You agree to fully cooperate with us should we require further information from you during the course of the investigation into your claim. Further, you agree to provide us with complete and accurate details relating to your claim.
- 4.2. You agree to instruct us as your sole representatives and may not instruct another party to pursue the claim without our consent.
- 4.3. You agree not to communicate directly with the Provider or with the Financial Ombudsman Service for the duration of this contract without our prior consent.

5. Litigation

- 5.1. The Company shall, on behalf of the undersigned and where appropriate, instruct a Solicitor on your behalf to issue proceedings at no cost to you.
- 5.2. The Company shall indemnify you against all costs incurred as a result of any Court proceedings.
- 5.3. Where compensation is paid to your Solicitor, you agree to your Solicitor deducting from your compensation and paying to the Company the fee that you have agreed to pay before accounting to you for the balance.

6. Fees payable to the Company

- 6.1. The Client agrees to pay the Company a fee of 15% + vat of any compensation amount awarded. For example, if the compensation amount awarded by the Provider is £1,000, our fee would amount to £150 + vat. If we do not secure a compensation award on your behalf, no fee will be payable to the Company.
- 6.2. In the event that the compensation amount is made payable to the Client, the Client agrees to settle the Company's request for payment within 14 days of receipt.
- 6.3. In the event that any compensation award is used to reduce the Client's outstanding balance on their loan or credit card account, the Client will be responsible for settling the Company's fees as set out above. In such instances, the Company will accept part payment equal to at least 10% of its fee on a monthly basis.
- 6.4. In the event of non-payment of our professional fees, the Company reserves the right to recover the costs associated with pursuing any debt the Client owes us. This would include Court fees, bailiff fees, debt recovery fees and any other administrative costs incurred by the Company.

7. Termination

7.1. The Company may terminate the contract, in writing, if:

7.1.1. The Client threatens to cease business with the Company.

7.1.2. We think the claim is unlikely to succeed.

7.1.3. The Client is in breach of its obligations as set out in conditions 4.1, 4.2 and 4.3.

7.2. The Client has the right to cancel this agreement within 14 days of signing our Letter of Authority and Terms of Business. The 14 day period will commence from the date the Client signs the Letter of Authority and Terms of Business instructing the Company to act on the Client’s behalf. Cancellation of the agreement must be made in writing.

7.3 Should the Client decide to terminate this agreement after the 14 day period, set out in 6.2 above, but before an offer of compensation has been made, the Client agrees to pay the company an administration fee of £20 + vat (at the current rate) per hour for work completed on behalf of the said Client.

7.4 Should the Client decide to terminate the agreement after an offer of redress has been made, the Company reserves the right to charge the Client its fee of 15% + vat (at the current rate) as set out in 6.1 above and any costs incurred as set out in condition 6.2.

8. Duration

This Contract will endure until any of the following conditions have been met:

8.1. The Company recovers compensation on behalf of the Client and the Company’s invoice has been settled by the Client.

8.2. The Client has exercised its right to cancel the agreement as set out in conditions 7.2., 7.3. and 7.4.

8.3. The Company has exercised its right to cancel this agreement as set out in conditions 7.1.1., 7.1.2. and 7.1.3.

9. Data Protection

We will handle your personal details in accordance with the provisions of the Data Protection Act 1998. By providing us with your personal details you authorise us to share these details with any organisation, including the Provider, the Financial Ombudsman Service or our appointed legal representative for the sole purpose of pursuing your claim. You agree for us to contact you with regards to any matter relating to your claim, or if we feel we can offer you another service that will be of benefit to you. We will never pass your details to a third party not connected with your claim without your prior consent.

10. Liability

10.1. If the Company fails to perform the service with care and skill it will carry out remedial action at no extra costs to the Client.

10.2. The Company shall not be liable to the Client or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Company’s obligations if the delay or failure was due to any cause beyond the Company’s reasonable control.

11. Severance

If any provision of these terms and conditions is held by any competent authority to be invalid or enforceable in whole or in part the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby.

12. Applicable Law and Jurisdiction

These terms and conditions shall be governed and construed in accordance with English Law and the parties shall submit to the non-exclusive jurisdiction of the English Courts.

Eagle Claims is regulated by the Ministry of Justice in respect of regulated claims management activities and the authorisation number is CRM 25621

I agree to the terms and conditions and fully understand the terms of business.

Signed:	Date:
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