

payment protection insurance: consumer questionnaire

WHAT IS THIS QUESTIONNAIRE FOR?

- This questionnaire is for consumers to register a complaint about the sale of payment protection insurance.
- It has been designed by the independent Financial Ombudsman Service.
- The questionnaire asks you for your personal and financial details. These will help the financial business you think is responsible for your complaint to assess your case – and decide if it should pay you compensation.

WHAT DO I NEED TO DO?

- Please fill in the questionnaire, giving as much information as you can. It may take you some time to go through the form and get all your facts together. But with all the information in one place, it should mean your case can then be assessed more quickly.
- Once you have completed the questionnaire, please send it to the financial business that you think is responsible for your complaint. Before you post it, take a photocopy if you can. This will help later on, if you need to refer your complaint to the Financial Ombudsman Service.

section A: about you

A.1 Please give us your name and contact details

your name and contact details			details of anyone complaining with you			
surname	<input type="text"/>	title <input type="text"/>	<input type="text"/>	title	<input type="text"/>	
first name(s)	<input type="text"/>		<input type="text"/>			
date of birth	Day <input type="text"/>	Month <input type="text"/>	Year <input type="text"/>	Day <input type="text"/>	Month <input type="text"/>	Year <input type="text"/>

address for writing to you (include postcode)

daytime phone	<input type="text"/>	mobile	<input type="text"/>
home phone	<input type="text"/>	email	<input type="text"/>

A.2 If someone is complaining on your behalf (eg a relative or solicitor) please give us their details

their name	<input type="text" value="Check A Claim Ltd"/>	relationship to you	<input type="text" value="Claims Handling Company"/>
address for writing to them (include postcode)	<input type="text" value="DTE House
Hollins Lane
Hollins
Bury
BL9 8AT"/>		
their daytime phone	<input type="text" value="0161 777 1115"/>	fax	<input type="text" value="0161 767 8805"/>
their email	<input type="text" value="claims@checkaclaim.co.uk"/>	ref	<input type="text"/>

A.3 What is the name of the financial business you are complaining about?

A.4 What is the policy number of the payment protection insurance you are complaining about?

section B: about the sale of the insurance

B.1 When did you take out this payment protection insurance?

Day	Month	Year
-----	-------	------

Can't remember

B.2 Did the payment protection insurance provide either single cover (to cover just you) or joint cover (to cover you and your partner)?

Single cover Joint cover

B.3 How was this insurance sold to you?

During a meeting During a phone conversation You were given a leaflet to fill in
 Over the internet By post Can't remember

B.4 Did the financial business give you advice or recommend that you take out this policy?

Yes No Can't remember

B.5 How did you pay for this insurance?

With a one-off single "premium" paid up-front With a "premium" paid each month Not sure

B.6 What is the current situation with this insurance?

The insurance is still running
 The insurance was cancelled early

If so, please confirm the cancellation date.

Day	Month	Year
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The insurance ended when the loan was paid off (or when the credit-card account was closed)

B.7 Have you ever made a claim on the payment protection insurance you are complaining about?

Yes No

If "Yes", please give details – including whether the insurance company paid out on the claim or not.

section C: about the money you borrowed

C.1 What was the payment protection insurance sold to cover you for?

- | | | |
|--|-------------------------------------|---|
| <input type="checkbox"/> Loan (personal) | <input type="checkbox"/> Mortgage | <input type="checkbox"/> Catalogue shopping |
| <input type="checkbox"/> Loan (business) | <input type="checkbox"/> Overdraft | <input type="checkbox"/> Hire Purchase |
| <input type="checkbox"/> Credit card | <input type="checkbox"/> Store card | <input type="checkbox"/> Not sure |

What was the account number for this?

This number will be different to the insurance policy number you filled in on page 1.

C.2 What did you borrow the money (or take the credit) for?

For example – to purchase a car, for home improvements, for everyday spending, or to pay off other debts. If you borrowed the money to pay off other debts, please give details.

C.3 Have you ever missed payments or gone into arrears on this borrowing?

- Yes No

If "Yes", please give details.

section D: about your personal circumstances

D.1 At the time you took out this insurance, what was your employment status (and your partner's – where relevant)?

yourself

- Employed
- Self-employed
- Not working/unpaid work
- A director of your own company
- Agency/temporary worker
- Working fewer than 16 hours a week
- Retired
- Student in full or part-time education

If so, how many hours are spent in education each week?

your partner

- Employed
- Self-employed
- Not working/unpaid work
- A director of your own company
- Agency/temporary worker
- Working fewer than 16 hours a week
- Retired
- Student in full or part-time education

If so, how many hours are spent in education each week?

D.2 If your employment status has *changed* since you took out the insurance, please give details

For example – if you were self-employed, but are now employed.

D.3 What type of work did you do when you took out the payment protection insurance – and what was the name(s) of any employer(s)?

yourself

Type of work	<input style="width: 100%; height: 40px;" type="text"/>
Employer(s) name	<input style="width: 100%; height: 40px;" type="text"/>

your partner

Type of work	<input style="width: 100%; height: 40px;" type="text"/>
Employer(s) name	<input style="width: 100%; height: 40px;" type="text"/>

D.4 How long had you been working there, at the time you took out this insurance?

yourself

years months

your partner

years months

D.5 If you were employed at the time you took out the insurance – would you have received any pay from your employer, if you were off work due to an accident or sickness, or if you were made redundant?

yourself

- Yes*
- No
- Can't remember
- Not relevant (as you were not employed)

your partner

- Yes*
- No
- Can't remember
- Not relevant (as you were not employed)

**If "Yes", what pay would you have received from your employer?*

D.6 Did you have any other means of making your repayments – if you were unable to work through sickness, accident or unemployment?

For example – this may include savings, other insurance policies, or relying on a relative or friend for help.

yourself

- Yes*
- No

your partner

- Yes*
- No

**If "Yes", please give details.*

D.7 At the time you took out this insurance, did you or your partner have any health problems or were either of you registered as disabled?

yourself

- Yes*
- No

your partner

- Yes*
- No

**If "Yes", please provide details in Section E on the next page.*

section E: about your complaint

This page is for you to tell us anything else about your complaint – including what happened when you took out the payment protection insurance.

For example, please tell us any details you remember about:

- *Where the sale took place and who you spoke to at the financial business.*
- *The information you were given before you took out this insurance.*
- *How the cost, benefits and terms of the insurance were explained to you.*
- *The questions you asked before taking out this insurance.*
- *Why you decided to take out this insurance.*
- *Any changes to your health since you took out the insurance.*

If you need more space, please use the spare page at the end of this questionnaire.

Please send us copies of any documents you have from when you took out the payment protection insurance.

And finally, please tell us why you are now unhappy with the insurance?

If you need more space, please use the spare page at the end of this questionnaire.

section F: your declaration

Please read and sign this declaration

“ I confirm that I want to make a formal complaint about the sale of the payment protection insurance described in this questionnaire.
I confirm that all the information I have given in this questionnaire is true and accurate to the best of my knowledge. ”

sign here

*You need to sign, even if someone else is complaining on your behalf.
If someone is complaining for you, your signature below means you authorise the person named on page 1 to represent you in this complaint.*

signature

date

signature

date

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Please use this page if you need more space for answering any question.

question number	your answer

Letter of Authority

NAME 1: _____ NAME 2: _____

Address: _____ Address: _____

Post Code: _____ Post Code: _____

I/We hereby irrevocably authorise Check a Claim Ltd to act on my/our behalf and perform a detailed review of the circumstances surrounding the sale of insurance products, the sale of and contractual terms of any loan agreements and/or the servicing of financial products or related services that are in my/our name/s. I/we irrevocably instruct Check a Claim Ltd to deal with any claim arising from these matters.

I/we also authorise Check a Claim Ltd to take all steps they consider necessary to accept any financial settlement of this matter that they consider appropriate and reasonable.

Further, I/We give Check a Claim Ltd total authority to refer this matter to their chosen Solicitor or to the Financial Ombudsman Service if deemed appropriate, in which case this authority extends to that Solicitor or Ombudsman

Please accept this letter as my/our instructions to you to deal directly with Check a Claim Ltd, or any solicitor or Financial Ombudsman they chose for me/us in this matter. Please forward all correspondence directly to Check a Claim Ltd, their chosen solicitors or Financial Ombudsman on receipt of a copy of this authority, providing them with all information they request on my/our behalf.

I/we irrevocably authorise you to make all payments to Check a Claim Ltd.

I/We, the undersigned confirm having agreed to the Terms of Business of Check a Claim Ltd and confirm that the terms are fully understood and accepted as the binding agreement between Check a Claim Ltd and me/us.

SIGNED 1: SIGNED 2

PRINT NAME: PRINT NAME:

DATE: DATE:

Check a Claim Ltd – Terms & Conditions

What Check a Claim Ltd will do for you:

1. We will assess your loan/mortgage agreement and any Accident, Sickness and Unemployment (ASU) or Payment Protection Policy (PPI) and, if appropriate, pursue on your behalf, a claim for compensation under any relevant law.
2. We will provide this service on a "Contingency Fee" basis. A "Contingency Fee" is a fee that is **only charged if compensation is recovered and is assessed on an agreed percentage of the amount recovered.**
3. We will correspond and negotiate on your behalf in this matter.
4. We will forward to you the monies agreed in settlement of your claim as soon as possible after the deduction of our Fee as described in 'Our Fees' below.
5. We will endeavour at all times to provide you with the professional and dedicated service that you deserve
6. We will always act in your best interests in pursuing your claim and obtaining for you the best results.
7. We will assist you in completing all or part of our application, and/or any subsequent forms, if necessary.
8. Should you have a complaint please contact Michele Oldfield, Check a Claim Ltd, DTE House, Hollins Lane, Hollins, Bury, BL9 8AT. Tel: 0161 777 1115

What Check a Claim Ltd will NOT do for you:

1. We will NOT advise you to pursue a claim that in our opinion has no realistic chance of success, or where the amount at issue does not in our opinion justify the likely work involved, and we reserve the right to cancel this Agreement if we form this opinion.
We will NOT advise you to accept an offer that we consider inadequate or to reject an offer that we consider to be reasonable,
2. We will NOT give or offer you financial advice.
3. We will NOT advise you to seek alternative Payment Protection Insurance in anticipation of its cancellation, but you may consider this to be a prudent step to take.
4. We will NOT take steps to remove any negative credit entry that your Insurer may have registered against your name.

What we expect from you:

1. To provide us promptly with all relevant information and items we request to enable us to pursue your case
2. To provide us with clear instructions.
3. To cooperate with us (including sending to us any correspondence you receive directly from the loan/mortgage provider).
4. Not to ask us to work in an improper or unreasonable way or to mislead us.
5. To provide us with the exclusive authority (to the exclusion even of yourself):
 - to pursue your claim;
 - to enter on your behalf into correspondence and negotiations;
6. To have any cheques payable to Check a Claim Ltd so we can bank them, or (if the cheque is instead made payable to you but received by us) to pay it into our client account and deduct our fees and send to you the balance
7. To read all of our terms and conditions and to sign to say that you have understood them.

Our Fee:

1. We will charge you 20% plus VAT of any compensation recovered and/or future savings made for you, before repaying the balance to you. Example: If you recover £1000.00 then we would charge £200 plus VAT. We would receive £235.00 including VAT @ 17.5% and you would receive £765.00
2. You instruct us to bank any compensation in our client account, deduct our charges and pay the balance to you.

3. If compensation is paid directly to you, you commit to pay 20% (+VAT) of any such payment to Check a Claim Ltd within five working days of receiving it
4. If settlement is made in another way i.e. the loan being reduced or written off, then a fee of 20% (plus VAT) of this amount is still payable and will be paid by you within five days of receiving notification that this happened or a request for payment by Check a Claim Ltd
5. If you withdraw instructions at any time, then you agree to pay our reasonable charges based upon the work that we had done to the point when instructions were cancelled. If Check a Claim Ltd do not consider that there are reasonable prospects of success or are unable to pursue this matter further then NO fee will be payable by you.
6. We may pay up to 50% of our fee to the Claims Management Company or source of the work, as a fee for assisting you and us in the completion of the paperwork and obtaining documentation.

Cancelling this Agreement:

1. You have the right to cancel your instructions to us without any cost or penalty to you within 14 days of us receiving this agreement.
2. We can cancel this arrangement at any time and no fee will be payable by you, if we advise that your claim is unlikely to succeed and if you have not breached your duties set out above.
3. Cancellation of this Agreement by either party must be in writing.

Data Protection:

1. I agree that Check a Claim Ltd and any solicitor, bank, Funder or insurer involved in this matter may store and process my information on their computers and using other technological or manual processes for the purposes outlined below.
2. "My information" means personal and financial information obtained about me whilst using this service or any other related service with any of the Parties and when I subsequently contact any of the Parties and their representatives in connection with this matter.
3. The Parties will share my information amongst themselves for the purposes outlined in the statements below and the Parties may give my information to people acting as their agents. Any disclosure of information to third parties will be done on the strict understanding that such people agree to keep the information confidential.
4. The information provided by me may be used in the following ways:
 - My information will assist the relevant Parties in providing the service for which I have applied.
 - To assist Check a Claim Ltd and any Appointed Solicitor in dealing with my case efficiently.
5. The use of your information is covered by the Data Protection Act. Under the terms of the Act you have the right to obtain a copy of the information that the Parties and their agents hold about you upon payment of the appropriate fee.

You confirm that all information provided is true and accurate to the best of your knowledge and is a true recollection of the events in relation to this matter.

This agreement is a legally binding contract and in signing it you are accepting its terms and conditions.

SIGNED 1: SIGNED 2

PRINT NAME: PRINT NAME:

DATE: DATE:

Consumer Financial claims - Contingency Fee Agreement

We, the Claims Management Company, Check A Claim Ltd, DTE House, Hollins Lane, Hollins, Bury BL9 8AT

You, the client,

1. What is covered by this agreement

Your claim(s) in respect of mis-sold single premium PPI against ;-
Your lender, broker and/or insurer.

2. What is not covered by this agreement

- 2.1 Any counterclaim against you.
- 2.2 Any appeal you make or any appeal made by your opponent.
- 2.3 Any contentious proceedings, for instance Court proceedings.

3. Paying Us

- 3.1 If you win the case you pay us 20% of your total damages plus vat (at the prevailing rate). Please see below for the meaning for damages.
- 3.2 If you lose the case, or abandon it on our advice, you do not pay us anything.
- 3.3 If you end the agreement before the case is won or lost, then you agree to pay our reasonable charges based upon the work that we had done to the point when instructions were terminated.

4. Damages

Damages means any money recovered on your behalf and any future savings achieved on your behalf, including the financial value to you of any reduction in your loan and interest or charges payable thereon following our intervention after the date of this agreement. We will calculate the financial value of these benefits.

5. Our responsibilities

We must always act in your best interests in pursuing your claim for damages ethically and make all reasonable efforts in obtaining for you the best possible results; we must explain to you the risks and benefits of taking legal action; we must give you our best advice about whether to accept any offer of settlement; we must be prompt, courteous and polite in all your dealings with you.

6. Your responsibilities

You must give us clear and truthful instructions, you must not ask us to work in an improper or unreasonable way; you must not deliberately mislead us; you must co-operate with us when asked; you must promptly provide all evidence in your possession when asked; you must be prompt, courteous and polite in all your dealings with us; you must pay our fees.

7. What happens if you win ?

If you win, which means that your case is decided in your favour in any way, whether by the financial regulator, or an agreement to pay you damages, or otherwise, you pay us 20% of any

damages plus vat. You agree that we may receive the damages your opponent has to pay, and you agree to instruct and authorise the opponent in writing accordingly. Out of the damages you agree to let us take 20% plus vat, as defined in paragraph 4 of this agreement. You take the rest.

If your opponent fails to pay any damages owed to you we may invite you to enter into a different agreement to allow us to recover the damages.

If your opponent pays any damages to you directly you must inform us immediately of any such receipt, and you must pay us our fee of 20% plus VAT thereon within 7 days, unless mutually agreed otherwise.

Should you fail to pay us our fees in time or at all, we may take legal action against you, and you will be responsible for our legal fees and disbursements in full. You will also be liable to pay us interest on any outstanding fees under this agreement at the rate of 8% per annum or part thereof.

8. What happens if you lose

If you lose, then assuming you have not lied to us or failed to co-operate with us, you do not have to pay us anything.

9. What happens when the agreement ends before the case itself ends

You can end the agreement at any time

You agree to pay our reasonable charges based upon the work that we had done from the date of the agreement to the date when instructions were terminated.

We can end the agreement at any time

We have agreed to act on your behalf without payment unless we win or settle the case and this agreement has been made without knowledge of the pattern the case will follow before it ends. We are potentially acting for you without payment for our advice and assistance and we can therefore end the agreement at any time.

The following are examples (but not an exclusive list) of the circumstances which might lead us to end this agreement:-

1. If you do not keep to your responsibilities in paragraph 6. You agree to pay our reasonable charges based upon the work that we had done from the date of the agreement to the date when instructions were terminated.
1. If we believe that you are unlikely to win and you disagree with us, you will not have to pay us anything.
2. If you reject our opinion about making a settlement with your opponent, you are then liable to pay us our costs incurred from the date of the agreement up to the date the agreement ends (unless the damages you negotiate or are awarded are 20% more than the offer we advised you to accept in which case you will not have to pay us anything).
3. If the value of the case does not make it financially worthwhile to pursue.
4. If your opponent makes a counterclaim against you or makes allegations or produces evidence which in our opinion increase the risk of losing the case and we no longer believe that we should act for you on a Contingency Fee basis. You will not have to pay us unless you have deliberately misled us.

In any circumstances where we end the agreement, we will explain our reasons to you and discuss whether we are prepared to enter into a replacement agreement on different terms and, if not, what our normal professional charges would be to continue to act on your behalf.

10. What happens after this agreement ends

After the agreement ends we have the right to preserve our lien over any property of yours (including your full file of relevant correspondence and documents) in our possession unless any money owed to us under this agreement is paid in full. This means we can keep your papers until you pay us in full.

11. Additional terms and conditions, including statutory and regulatory notices

We are regulated by the Ministry of Justice, whose rules and regulations we have to comply with. We may also have to conform to other statutory requirements.

Please read this document and the accompanying terms carefully. Please then sign and return a copy of this agreement to confirm you have received and read all our terms and conditions and that you wish to proceed accordingly. Your continuing instructions shall be deemed to amount to acceptance of this agreement by you.

Name (in capitals) Name (in capitals)

Signature Signature

Date Date