



### **Mortgage Arrears Fees Claim Pack – Instructions**

You will find enclosed in this pack the following items, which require completion and signature:

**Form of Authority** – This will enable us to act on your behalf

**Terms Of Instructions** – These are our Terms and Conditions including our **No Win No Fee** promise

**Additional Questions** – This will help us to get a better understanding of your claim

Please post your completed claim pack to:

**Credit Claims Ltd**

**308 Manchester Road**

**Bolton**

**BL3 2QS**

If you need any help completing this pack please call us on **01204 363979**

308 Manchester Road, Bolton BL3 2QS

**Tel:** 01204 363979 **Fax:** 01204 819002 **Email:** [info@creditclaimsonline.co.uk](mailto:info@creditclaimsonline.co.uk) **Web:** [www.creditclaimsonline.co.uk](http://www.creditclaimsonline.co.uk)



**Form of Authority**

**Unfair Mortgage Arrears Fees Claim**

Account Holder Name(s):

Current Address:

Name of Lender:

Mortgage Account Number:

I appoint and expressly authorise Credit Claims Ltd to consider my claim for Unfair Mortgage Arrears Fees and seek compensation for all loans and credit cards in my name in accordance with DISP 2.4.16 R of the FSA Handbook.

I further authorise and insist that you release to Credit Claims Ltd any information that may be requested from time to time, whether that be in writing, by phone, email, fax or as directed, in accordance with the 'Rights of Data Subjects and Others' under the Data Protection Act 1998.

Please be advised that any willful failure to comply with this or any other subsequent instruction made by the company acting on my behalf, whom I have legally contracted, may leave you open to legal recourse for procuring a breach of contract.

*(If the claim is in respect of a joint mortgage, both names must sign, if you have changed your surname since opening the account and not informed the company, please add this and sign with your original signature).*

**I authorise you to pay the settlement of my claim direct to Credit Claims Ltd**

Name(s):

Signature 1.....2.....

Date:

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## **TERMS OF INSTRUCTION**

### **No Win No Fee Agreement**

**We have tried to make our Terms and Conditions as clear and transparent as possible by using easy to understand language. If there is anything in this document that you are unsure about please call us for a more detailed explanation.**

I hereby appoint Credit Claims Limited to act on my behalf as my sole representatives in respect of my claim for Unfair Mortgage Arrears Fees. I shall provide all information required by Credit Claims to help with my claim. I shall not enter into any agreements with my mortgage provider without first consulting Credit Claims. In consideration of this Credit Claims will:

- Prepare any necessary correspondence to the mortgage provider
- Review all information provided by my provider in relation to the claim
- Undertake all necessary negotiation and settlement figures on my behalf
- Calculate the entire sum of money owed including interest applicable
- Provide representation with the Financial Ombudsman, as applicable

### **Cancellation**

Credit Claims Ltd can cancel this agreement at any time by giving written notice to you and no fee will be payable by you if we think there are no grounds for a complaint or that your claim is unlikely to succeed.

You have the right to terminate the contract by giving written notice to Credit Claims within 14 days of signing the contract and you will not be charged. If you cancel after this period you will be charged a 'reasonable' fee depending on where we are upto with your claim. This could be anything upto our full fee.

### **Law & Jurisdiction**

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

### **Other important points**

I am aware that I can pursue a claim for Unfair Mortgage Arrears Fees myself directly with the mortgage provider and use the free services of the Financial Ombudsman Service (FOS) to do so.

I am aware that Credit Claims does not offer any guarantee about the outcome of my case but I will not be charged should there not be a successful outcome.

I am also aware that if I have an existing mortgage some or all of my refund may go towards clearing my outstanding balance. This could mean I do not get a 'cash' payout but will still be liable to pay the fee due to Credit Claims.

Below are some examples of how your refund could be made and how our fee is charged:

Refund from bank £1000 – cash received by you £1000 – balance reduced £0 – fee payable £300 leaving you with £700

Refund from bank £1000 – cash received by you £800 – balance reduced £200 – fee payable £300 leaving you with £500

Refund from bank £1000 – cash received by you £0 – balance reduced by £1000 – fee payable from your own funds £300

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**Payment of our fee**

**Credit Claims Limited will endeavor to recover all such Mortgage Arrears Fees and undertake to forward any payment from my bank to me within seven days from the date received, subject to the agreed fee of 25% (plus VAT).** We require that you promptly pay our fee no later than 10 days after you receive your compensation (if you are paid direct) or if you have no intention of accepting the offer and we recommend that you do so, 10 days after our recommendation. In the event we have to take steps to recover any fees due and unpaid by you, you could be liable to a surcharge of 20% levied by our Debt Collection Agency.

**Complaints**

Credit Claims Ltd has an internal complaints procedure; a copy can be supplied on demand.

**Client Declaration**

I confirm that I have read and understood the above terms and conditions and by signing below confirm acceptance of the terms and conditions of the agreement with Credit Claims Limited and wish them to act on my behalf. This agreement is a binding contract and by signing it you are accepting its terms.

Name(s):

Address:

Telephone:

Mobile:

DOB(s):

E-Mail:

Signed 1.....2.....

Date:

A copy of this signed Terms of Instruction will follow in the post. If you do not receive one within 7 days please contact us on 01204 363979.

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**Mortgage Arrears Fees – Additional Questions**

Is this an existing mortgage, or has it been repaid?

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If this is an existing mortgage, are you up to date with your payments or in arrears?

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*Please be aware that for existing mortgages, any refund by your lender would normally be applied directly onto your mortgage account to reduce your balance. This could mean you do not get a `cash` payout and would need to pay our fee from your own funds*

*If you require a further explanation of this please call us on **01204 363979**.*

Finally please tell us where you heard about us:

- Google
- Facebook
- Twitter
- Other, please specify.....

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