

Credit Card Letter of Authority

Customer Name:

Customer Address:

Please insert your address details in this box

Credit Card Account Provider: (eg MBNA)

Credit Card Name (eg Virgin Money)

Credit Card Account Number (16 digit card no.)

Start Date _____

Please insert your account details in this box

To whom it may concern

As provided for under Rule DISP 2.7.2 R of the FSA Handbook, which states that “A complaint may be 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 the undersigned authorise Investor Compensation (Claims) LLP to act on my/our behalf as agents in pursuing my/our complaint(s) in connection with bank charges that have been applied to my/our account over the past six years.

I/We confirm that we have a lawful contract with Investor Compensation (Claims) LLP and have expressly consented that all communication and payments from you must be made direct to Investor Compensation (Claims) LLP. This instruction relates to all products or claims with relation to the above named client.

I/We hereby advise that wilful failure to follow my/our express instructions with regard to dealing with Investor Compensation (Claims) LLP 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 & 82 of the EC Treaty.

Please take this letter as authority requiring you to deal directly with Investor Compensation (Claims) LLP and to provide any information that Investor Compensation (Claims) LLP requests as necessary to pursue my/our complaint(s) fully. This authority will endure until further notice.

Investor Compensation (Claims) LLP will, where applicable, instruct a solicitor from their panel to issue legal proceedings on your behalf at no cost to you.

All future correspondence should be forwarded to Investor Compensation (Claims) LLP. Compensation should be paid in the form of a cheque and made out to Investor Compensation (Claims) LLP.

I/we confirm acceptance of this agreement and give full authority to pursue the complaint. To be signed by all persons named on account.

Signature(1) X

Print name

Date

Signature(2) X

Print name

Date

Terms of Service

Between

Investor Compensation (Claims) LLP

And

Name (1): _____ (2) _____

("the Client(s)")

Telephone Number Home:

Mobile:

Email address:

Our Services

The services provided by Investor Compensation (Claims) LLP consist of :

- (a) An assessment of a potential claim for the unjust charges
- (b) Representing the Client's claim for compensation where Investor Compensation (Claims) LLP considers that there is a potential claim against the Third Party
- (c) Negotiating and obtaining a settlement figure that Investor Compensation (Claims) LLP deems appropriate in respect of the claim against the Third Party. Investor Compensation (Claims) LLP reserves the right not to pursue a claim for compensation, at any time, by notifying the client in writing
- (d) Where necessary and deemed appropriate, Investor Compensation (Claims) LLP will negotiate the case with the Financial Ombudsman Service or where applicable instruct a Solicitor from their panel to issue legal proceedings on your behalf at no cost to you.

*["Third Party" refers to any bank, building society or credit card company that have levied the unjust charges].

Our Service Charges

Investor Compensation (Claims) LLP will charge 25% of all compensation recovered (plus VAT on the 25%), you may be subject to a minimum fee of £50.00 + VAT on successful claims.

You may terminate your contract with Investor Compensation (Claims) LLP by notifying us in writing within 14 days of the date of this document.

By signing below, the Client(s) accepts the Company's Terms of Service and Terms & Conditions (overleaf).

I/We have read the Terms of Service and the Company's Terms and Conditions and agree to be bound by them.

SIGNATURE 

PRINT NAME

Date

Date of Birth

SIGNATURE 

PRINT NAME

Date

Date of Birth

CALL OUR HELPLINE NUMBER: 0844 880 0648

Investor Compensation (Claims) LLP ■ Unit 1C ■ Riparian Way ■ The Crossings Business Park ■ Cross Hills ■ BD20 7AA

Telephone: +44 (0)844 880 0648 ■ Facsimile: +44 (0)844 875 9138 ■ E mail: info@investorcompensation.co.uk ■ Web: www.bankingrefunds.co.uk

Terms and Conditions

1. Investor Compensation (Claims) LLP are instructed to act as my/our representative in the recovery of excess charges and / or PPI premiums imposed by my Bank (which within this context includes any generic provider of financial services)
2. I/We agree that no agency other than Investor Compensation (Claims) LLP is currently acting for me/us in the recovery of the bank charges and / or PPI premiums and that Investor Compensation (Claims) LLP is appointed as my/our sole representative in relation to this/these matter(s)
3. Information relating to my/our claim will be provided to Investor Compensation (Claims) LLP upon commencement of this instruction. Investor Compensation (Claims) LLP will advise me/us of any further information required to pursue my/our claim and I/we will provide this information as soon as possible
4. I/We understand that Investor Compensation (Claims) LLP, by virtue of the Statute of Limitation, can only recover those charges and / or PPI premiums that have arisen during the past six years (five years if resident in Scotland)
5. Upon receipt of the information from me/us and (where relevant), any additional information requested from the Bank, Investor Compensation (Claims) LLP may calculate the amount owed to me/us by the Bank in respect of bank charges and / or PPI premiums (plus interest where due). However, Investor Compensation (Claims) LLP accepts no liability for any errors or omissions, should the amount of the claim be miscalculated or disputed
6. Should any direct communication regarding this matter (including letters, telephone calls, or in personal conversations with the Bank's staff members) be entered into with the Bank, I/we will report this to Investor Compensation (Claims) LLP, within 3 days from receipt and forward all relevant documentation directly to Investor Compensation (Claims) LLP
7. Investor Compensation (Claims) LLP will submit all necessary correspondence to the Bank and negotiate with it for the recovery of my/our money. I/We shall abstain from any pre-court negotiations with the Bank unless agreed in advance with Investor Compensation (Claims) LLP
8. Where requested, I/we will pay the £10 fee necessary to access my file (Data Subject Access Request)
9. I/We understand that should I/we provide any information to Investor Compensation (Claims) LLP, which is untrue or misleading resulting in an unsuccessful claim that I/we will be liable for all fees and disbursements (including court and solicitors costs) which will be payable within 14 days of receipt of an invoice submitted by Investor Compensation (Claims) LLP. Any work already completed may become chargeable at the rate of £85 + VAT per hour, or part thereof
10. Should legal action become necessary to recover my/our money, Investor Compensation (Claims) LLP will pay the fee payable to provide representation at Court (if applicable). Following successful recovery, I/we will reimburse any such costs directly to Investor Compensation (Claims) LLP, within 14 days of an invoice submitted by Investor Compensation (Claims) LLP
11. When Investor Compensation (Claims) LLP have recovered the bank charges and / or PPI premiums, we charge a 25% fee + VAT. Our charges apply to the total value of benefits, monetary or otherwise.
12. I/We agree that all monies recovered from the Bank shall be paid directly to Investor Compensation (Claims) LLP, should the Bank so allow. Investor Compensation (Claims) LLP are authorised by me/us to deduct from the amount recovered from the Bank their fee plus any other fee that they have paid on my/our behalf before they forward the balance to me/us. Investor Compensation (Claims) LLP will provide a receipted invoice with the settlement to demonstrate the amount(s) paid to them
13. In the event that the Bank pays the settlement directly to me/us or if they reduce any of our debit balances by the settlement amount, then I/we will be liable to pay the fee (and any additional costs paid on my/our behalf) directly to Investor Compensation (Claims) LLP. (a) I/we agree to notify Investor Compensation (Claims) LLP of any settlement received from the Bank within 3 days of receipt. (b) Investor Compensation (Claims) LLP will issue an invoice for their services which will be payable within 14 days of issue
14. I/We agree that Investor Compensation (Claims) LLP can deduct the fees for my claim from my credit/debit card upon completion of my case.
15. Investor Compensation (Claims) LLP may at their discretion charge interest on any unpaid invoice at the rate of 8% in respect of unpaid invoices.
16. I/We agree not to accept any settlement that is communicated directly to us by the Bank without the consent of Investor Compensation (Claims) LLP
17. Should Investor Compensation (Claims) LLP be unable to recover any of my/our bank charges and / or PPI premiums then no fee will be payable; however, if I/we knowingly submit a frivolous or vexatious claim, then an administration fee of £50 may be payable
18. Termination: (a) Investor Compensation (Claims) LLP may terminate this agreement should the amount recoverable be deemed to be insufficient to progress. (b) I/We may terminate our instructions by providing written notice to Investor Compensation (Claims) LLP within 14 days of the date of this document. (It is recommended that you send any notice of cancellation by recorded delivery post). Termination after this period will be at the discretion of Investor Compensation (Claims) LLP and only then in exceptional circumstances; I/we will be liable for those costs which are equal to the sum payable in my/our case should my/our claim have been settled in full. Should the value of my/our claim be unknown then I/we may be liable for the reasonable costs incurred by Investor Compensation (Claims) LLP at the rate of £85 + VAT per hour, or part thereof
19. I/We understand that Investor Compensation (Claims) LLP will not disclose my/our personal information to anyone else
20. This agreement is covered by the Jurisdiction of English law and the Courts of England, Wales, Scotland and Northern Ireland.
21. These Terms and Conditions relate to any and all products or claims for which the client has instructed Investor Compensation (Claims) LLP to act on their behalf.
22. Investor Compensation (Claims) LLP will also offer Debt Advisory Line products at our discretion.
23. Any monies paid to Investor Compensation (Claims) LLP in advance of a claim will be refunded within 14 days on receipt of request for cancellation.
24. If you submit a fast track claim your case will be subject to Investor Compensation (Claims) LLP Terms and Conditions.

The Claims Process

1. Once we have received your claim pack, we will assess the viability of your claim. Following an assessment of your claim, we will raise a formal complaint against for bank for the unlawful charges against your account. Simultaneously, we will request a full financial breakdown of all account charges.
2. In the event that your bank fails to respond within 8 weeks from our original communication, then we have the option to a) issue a formal complaint to the Financial Ombudsman and/or the Financial Services Authority (FSA), or b) to commence legal proceedings against your bank. Either option is dependant on your claim value and will be confirmed if your bank fails to respond in the allotted time.
3. Once settlement of your claim has been confirmed, your invoice will be raised – you must settle this within 14 days of issue. Once you have settled your invoice in full our authority will cease and we will be discharged of any further obligations to you. During our claim's process, we would ask that you limit any telephone contact unless absolutely necessary because any time spent discussing your claim restricts the claim progress and increases the processing time. Throughout our process, you may receive communications directly from your bank regarding the progress of your claim, including statements and gestures of goodwill settlements. You must contact us within 3 days of any offer or any such communication. By doing so, you will assist the progress of your claim. We have discovered a number of major high street banks are using an array of delaying tactics or attempting to offer tiny settlements. We can only advise you of the significance of any such communication if you promptly advise us upon receipt. You are advised that if you fail to advise us of any communication from your bank, you will not only impede the progress of your claim, but may also be liable to repay disbursement costs including but not limited to: legal fees, court fees and our service charge.

Non Payment of Invoice

Without exception, all invoices must be paid in full within 14 days of issue. The costs of any telephone calls and invoice reminders may be added to the outstanding debt –

- £10.00 + VAT Second and subsequent written reminder
- £ 3.50 + VAT Second and subsequent telephone reminder
- £50.00 + VAT Solicitors Letter Before Action (LBA)

Debt Recovery

The costs of any County Court action (£25 - £100) will be added to the outstanding debt together with statutory interest, pursuant to Section 69 of County Court Act 1984 until the debt is paid in full.