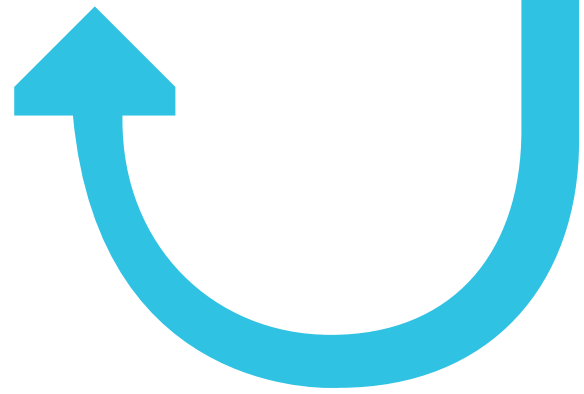


ppireturn
a division of goldsmith williams 

0800 877 8888
www.ppireturn.co.uk



Your PPI documents

PPI Return and Goldsmith Williams

PPI Return is a division of the law firm Goldsmith Williams. We're a leading law firm that specialises in helping clients that have been mis-sold Payment Protection Insurance. We'll give you access to our highly qualified, friendly staff who will do whatever they can to ensure your case runs smoothly and results in a successful conclusion.

Complete your claim in 3 easy steps

When you're entering your details, please pay extra attention to the tinted boxes – these are the areas that require information regarding your loan or your signature. Once you've completed all the relevant fields, simply return your forms and any additional documentation to the address below. If you have any problems completing your forms or have any queries, simply call us on 0800 877 8888 or visit www.ppireturn.co.uk.

Step 1

Contingency Fee Agreement – please add details of all of the loans/credit cards/mortgages you would like us to investigate.

Please read this document carefully, provide your signature and date.

Step 2

Form of Authority – please complete and sign a Form of Authority for each loan/credit card/mortgage you would like us to investigate.

Step 3

Documentation/Paperwork – please enclose copies of any documentation or paperwork you hold in respect of the loan/credit card or mortgages you would like us to investigate.

Please return all your completed forms and documents to:
PPI Return, Goldsmith Williams, 5 Old Churchyard, Liverpool L2 8GW



Step 1 Contingency Fee Agreement

This Agreement is a legally binding contract between you and Goldsmith Williams Solicitors. This Agreement is a Non-Contentious Business Agreement within the meaning of Section 57 of the Solicitors Act 1974.

Please read this agreement along with our [Agreement Terms and Conditions](#)

Between Goldsmith Williams Solicitors, 5 Old Churchyard, Liverpool L2 8GW and ('We', 'us', 'our')

('You' 'Your')

This Contingency Fee Agreement ('this Agreement') is in respect of the following loan and/or credit card accounts with the below mentioned lender and any other loan or credit card accounts that we subsequently discover.

Lender	Loan account number	Loan amount	Loan start date

Definitions

For the purposes of this Agreement, these terms will be given the following definitions:

'Claim' – refers to your claim for mis-sold payment protection insurance ('the Policy') associated with each loan and/or credit card account that you have referred to us. Each individual Policy/ Loan or Credit card agreement will be treated as a separate claim including where multiple policies have been sold issued or funded by the same PPI Company.

'PPI Company' – refers to the company or firm that was responsible for the advice, sale, issuing or funding of the Policy. Where such a company is in default of their liabilities, it will refer to the FSCS.

'Offer' – refers to the offer of Award made by the PPI Company

'Award'- the sum proposed by the PPI Company to settle your claim. This includes any sum made as a cash payment, credited to the loan or credit card account, used to reduce arrears on any accounts with the PPI Company or paid to a Third Party, including, but not restricted to, debt managers.

'Our Fee' please see section C.2.

'Successful Claim' – refers to where the Claim has resulted in an Offer of Award by the PPI Company that we consider to be reasonable and in line with the relevant Authority guidelines at the time it is produced or, where this is not the case, you have chosen to accept.

A. Our Service to you:

1. We will pursue a claim for mis-sold Payment Protection Insurance in relation to all loan and credit card accounts that you have referred to us. Where we discover additional accounts sold via the PPI Company we will pursue each of those as a separate claim.
2. We will review your Payment Protection Insurance Policy ('the Policy') and initiate a claim for the mis-selling of the Policy against the PPI Company. Where appropriate we will pursue the Claim through the Financial Ombudsman Service ('FOS') and/or the Financial Services Compensation Scheme ('the FSCS').
3. We will correspond directly with the PPI Company regarding your complaint about the Policy. We will enter into all correspondence and negotiations with the PPI Company in respect of the Claim on your behalf.
4. We will inform you should we receive an Offer of Award from the PPI Company, review it and provide advice as to whether the Offer is reasonable in the circumstances. Your agreement will be sought before accepting the Offer. In the unlikely event that a lender sends you an amount in settlement directly note that unless you advise them to the contrary as soon as practicable after receipt, then you will be deemed to have accepted that amount in full and final settlement. In those circumstances, under this Agreement, you are obligated to settle our fees based on such amount
5. We will request the PPI Company make any cash payment due as part of the Award to us so that we can process it, or, if the cheque is made payable to you, to pay it into a treasury account to deduct Our Fee (please refer to section C).
6. We will process any money received during the course of your claim in accordance with this Agreement.
7. We will act in your best interests at all times throughout the claim.

Step 1

Contingency Fee Agreement

B. Limitations to our Service:

1. This Agreement is valid only for pursuing the Claim on your behalf with the PPI Company, FOS or the FSCS as appropriate. In the event that it is in your best interests to pursue the Claim through the courts, we will advise you appropriately and provide you with details of all funding options available to you.
2. We will not provide you with any financial advice as part of our services to you.
3. We will not act where it is not in your best interests for us to pursue the Claim.
4. We will not act where you have previously instructed another party to deal with the Claim and you have not withdrawn your instructions to that party.
5. We will not act where we do not feel there is a reasonable chance of achieving a Successful Claim.

C. Fees & Payment:

1. The work we do in respect of the Claim will be charged on a Contingency Fee i.e. it will represent a percentage of the Award made by the PPI Company. This means that we will not charge a fee where we have not achieved a Successful Claim.
2. Our Charges will be 25% plus VAT (at the prevailing rate) of each sum proposed by the PPI Company to settle each claim for mis-sold payment protection insurance ("Our Fee").
3. An invoice for Our Fee will be issued to you upon acceptance of the Offer, whether this be express or deemed. Payment of Our Fee is due within 7 days of our invoice, or 7 days of the Award being made, whichever date is later.
4. Should the Award be made by the PPI Company as a payment to us, we will deduct Our Fee, and forward the remaining balance and receipted invoice to you as soon as possible.

D. Cancelling this Agreement

1. We can cancel this Agreement at any time but we will only do so where we believe it is in your best interest to do so, or if we have good reason pursuant to Chapter 1 of the SRA Code of Conduct 2011.
2. You may cancel this Agreement at any time. A fee will only be charged if we have achieved a Successful Claim and it is reasonable that such charge is made. Any charge would not exceed Our Fee.




3. Cancellation of this Agreement must be in writing. We will continue to proceed with the Claim unless such written notice is provided. For these purposes, written notice is by post, fax or email.




E. Your Declaration

By signing this Agreement you confirm that you agree to the following:

1. You give us exclusive authority to act on your behalf in all aspects of the Claim
2. Not to liaise directly with the PPI Company in respect of the Claim and not to negotiate any settlement independently of us. All communication should take place between us and the PPI Company.
3. You will bring to our attention any correspondence you receive from the PPI Company regarding the Claim at your earliest opportunity. You will forward copies of this correspondence upon request.
4. To forward to us all relevant documents and information promptly so we can pursue your case as efficiently as possible.
5. To provide us with clear instructions and not mislead us.
6. To cooperate with our requests and not to ask us to work in an improper or unreasonable way.
7. You have read, understood and agreed to the terms of this Agreement.
8. You have received, considered and understood the various funding options offered to you and explained in the Client Information Sheet. Having done so you agree to instruct us on a Contingency Fee basis.
9. You consent to us using and/or passing your details to reputable third parties for marketing purposes.
10. If you wish to opt-out from receiving any marketing materials as explained in the Client Care documentation please tick this box
11. If you were referred to us by a third party, your instructions were not obtained as a result of cold calling.
12. **You have listed all the loan and/or credit agreements that you can recall BUT under this agreement you also want us to pursue each claim on any loan or credit agreement of which we subsequently become aware whilst pursuing your claim.**

CLIENT(S) PLEASE SIGN HERE

PRINT NAME: (Account Holder 1)	<input type="text"/>	
EMAIL	<input type="text"/>	
SIGNATURE:	<input type="text"/>	
DATE:	<input type="text"/>	<input type="text"/>

PRINT NAME: (Account Holder 2)	<input type="text"/>	
EMAIL	<input type="text"/>	
SIGNATURE:	<input type="text"/>	
DATE:	<input type="text"/>	<input type="text"/>

GOLDSMITH WILLIAMS SOLICITORS TO SIGN:

Signed :  Print Name: Shirley Turner

On behalf of Goldsmith Williams Solicitors



Step 2 Form of Authority

Please complete ONE form for EACH Loan or Policy you wish to claim against

Main Account Holder: Date of Birth:





Address:

Account Holder 2: Date of Birth:

Address:

Lender (only one per form)	Loan account number (only one per form)	Loan amount	Loan start date
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

I/We appoint and authorise Goldsmith Williams ('the Company') to consider our claim for mis-selling of Payment Protection Insurance in accordance with DISP 2.4.16R of the FSA Handbook. I/We further authorise and insist that you the Lender, Firm or Licensee(s) release to the Company any information whether deemed confidential or otherwise that may be requested from time to time, whether that be in writing, by phone, email, fax or as directed to include any sales recording undertaken at the time of sale and to do so without delay, in accordance with the 'Rights of Data Subjects and Others' under the Data Protection Act 1998. I/We authorise you to forward any funds due to me/us to Goldsmith Williams as my/our appointed legal representative.

<p>PRINT NAME: <input type="text"/> </p> <p>(Account Holder 1)</p> <p>SIGNATURE: <input type="text"/> </p> <p>DATE: <input type="text" value=""/> <input type="text" value=""/> / <input type="text" value=""/> <input type="text" value=""/> / <input type="text" value=""/> <input type="text" value=""/></p>	<p>PRINT NAME: <input type="text"/> </p> <p>(Account Holder 2)</p> <p>SIGNATURE: <input type="text"/> </p> <p>DATE: <input type="text" value=""/> <input type="text" value=""/> / <input type="text" value=""/> <input type="text" value=""/> / <input type="text" value=""/> <input type="text" value=""/></p>
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Step 2 Form of Authority

Please complete ONE form for EACH Loan or Policy you wish to claim against

Main Account Holder: Date of Birth:





Address:

Account Holder 2: Date of Birth:

Address:

Lender (only one per form)	Loan account number (only one per form)	Loan amount	Loan start date
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

I/We appoint and authorise Goldsmith Williams ('the Company') to consider our claim for mis-selling of Payment Protection Insurance in accordance with DISP 2.4.16R of the FSA Handbook. I/We further authorise and insist that you the Lender, Firm or Licensee(s) release to the Company any information whether deemed confidential or otherwise that may be requested from time to time, whether that be in writing, by phone, email, fax or as directed to include any sales recording undertaken at the time of sale and to do so without delay, in accordance with the 'Rights of Data Subjects and Others' under the Data Protection Act 1998. I/We authorise you to forward any funds due to me/us to Goldsmith Williams as my/our appointed legal representative.

<p>PRINT NAME: <input type="text"/> </p> <p>(Account Holder 1)</p> <p>SIGNATURE: <input type="text"/> </p> <p>DATE: <input type="text" value=""/> <input type="text" value=""/> / <input type="text" value=""/> <input type="text" value=""/> / <input type="text" value=""/> <input type="text" value=""/></p>	<p>PRINT NAME: <input type="text"/> </p> <p>(Account Holder 2)</p> <p>SIGNATURE: <input type="text"/> </p> <p>DATE: <input type="text" value=""/> <input type="text" value=""/> / <input type="text" value=""/> <input type="text" value=""/> / <input type="text" value=""/> <input type="text" value=""/></p>
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Agreement Terms and Conditions

The Benefits of Using Goldsmith Williams

As solicitors we must act in your best interest. It is our firm belief that we can offer you a first rate service through our dedicated team of professionals. As such, there are several benefits to using us to pursue your claim:

- You may not know whether or not you are able to make a claim for the mis-sale of your PPI policy. Our experts can review your case, consider the relevant law, rules and regulations and ensure you are given the correct advice.
- We know the language used by banks and we have an insight into their processes including the tactics they use in dealing with these complaints
- We won't be put off by a bank rejecting a valid complaint. We will continue to fight until we have done everything we possibly can to recover compensation that is due to you.
- We know it can be very time consuming to deal with the claim yourself. We can deal with it for you with the minimum amount of fuss.
- Sometimes banks may make a low offer to settle your claim. We have the knowledge to assess your claim to ensure we get the best settlement for you.

There are other solicitor firms or claims management companies who could pursue your claim for you. Their fees and method of charging will vary and a search on the internet should provide a range of options. If you want to consider instructing another company, please take the time to research whether they have the necessary skills and experience. Some companies may charge upfront fees or a fee if your claim is unsuccessful. Goldsmith Williams does not do this.

You could also pursue the claim yourself directly with the lender and, if necessary, through the Financial Ombudsman or Financial Services Compensation Scheme, without any charge. However, we do feel that our expertise and knowledge in the area will make the claims process as stress free as possible for you. We must emphasize that it is solely your choice if you wanted to deal with the claim yourself or instruct us to do it on your behalf.

Some lenders may settle your claim fairly quickly if you deal with them directly, depending on how straightforward your claim may be. However, other lenders can take a long time and in our experience often miss deadlines for responding to you and/or making an offer to settle, and can make incorrect offers and reject claims with little or no explanation. We will use our knowledge and expertise to help you obtain the compensation that you may be entitled to as quickly as possible and in the right amount.

If you sign and return the Contingency Fee Agreement, you confirm that you will not attempt to make a separate claim, either through another company, or on your own behalf, in relation to the mis-selling of PPI in respect of those agreements upon which you have instructed us to act, and you will not contact any lender directly.

Limits of our Service

If you choose to instruct us, you do so solely in relation to your claim for the mis-selling of Payment Protection Insurance from the company responsible for its sale. We will not advise you on any other matters, whether they may relate to the relevant loan agreement or not.

Separate Claim

If you sign and return the Contingency Fee Agreement, you confirm that you will not attempt to make a separate claim either through another company, or on your own behalf, in relation to the mis-selling of PPI in respect of those agreements upon which you have instructed us to act, and you will not contact any lender directly.

Your Payment Protection Insurance Policy

If your claim becomes successful, and if, at that time, you are continuing to make payments under your loan agreement, part of the settlement

would involve the cancellation of your Policy. Although this means you will benefit from lower monthly payments for the remainder of your loan agreement, it does mean you will lose the cover under the Policy

As such, if you are concerned about not being covered in the event of accident, sickness or unemployment, then you should make provision to purchase a separate Payment or Income Protection Policy from a standalone provider.

Details of these policies can be found on the high street and/or internet. Unfortunately, we are unable to provide advice on any policy currently available in the market.

Responsibility for the work

The Partner with ultimate responsibility for this matter is Simon Cottrell. Whilst your case may be dealt with on a daily basis by an unqualified member of staff, it will be overseen by a solicitor to ensure the highest standards.

Acceptance of instructions to act

We can decide whether or not to accept instructions from a client. If we receive a referral / nomination from an introducer, this does not mean that we have to accept the instruction to act for the client(s) referred. If we refuse instructions we do not have to give a reason, but we will never refuse instructions for any improper or unlawfully discriminatory reason.

Third Party Referrals

If you have been introduced to us by another company, the introduction is regulated by the Solicitors' Code of Conduct (full details can be found on the SRA website www.sra.org.uk). If you have been referred to us, you are free to instruct a solicitor of your choice before we start doing work on your behalf. Any advice that we give you is independent of the company and you are free to raise questions about any aspect of the service that we provide. By signing our agreement, you consent to any information provided to us in relation to the claim from yourself or a third party being passed to the company, unless you confirm otherwise.

If you have been referred to us by another company, then your referral to us is governed under the Solicitors Code of Conduct. Both your Referrer and ourselves are required to provide you with certain information in order to ensure you are aware of the arrangement between us and whether we have agreed to pay a fee to that company for your details. You are not responsible for this payment. Under our Professional Code of Conduct they agree to disclose this figure to you, as well as us, upon request. If for some reason you have not received this information following a request please could you let us know. The amount we pay to your introducer is not an extra payment, it is totally separate to the fee we have quoted to you on the Contingency Fee Agreement. Specific details of the particular arrangement on your case relating to this payment will be provided to you upon request to us or the Company.

We confirm that we are operating independently of your Referrer and will, at all times, act entirely in your best interests.

Your right to cancel

You have the right to cancel your instructions to Goldsmith Williams within 7 days of signing the Contingency Fee Agreement and no charge will be levied for the work conducted on your file. After 7 days have passed, paragraph E in the Contingency Fee Agreement will apply.

Ending the Solicitor/Client relationship

You can tell us to stop acting for you at any time. We can only stop acting for you if we have a good reason and can give you reasonable notice. Examples of when we may stop acting are where:

- there is a conflict of interest;
- the relationship between us breaks down;
- we cannot obtain instructions from you or your instructions constantly change; This list is not exhaustive and it merely gives examples.



Agreement Terms and Conditions

Using your information

We will use all information you provide primarily for the provision of legal services. However we may also use it for related purposes including updating and enhancing our records, analysis to assist in managing our practice, statutory returns, legal and regulatory compliance.

Electronic communication

We are happy to use email as a way to communicate with you, but you should be aware that confidentiality cannot be ensured nor is delivery of such mail. If you prefer us not to use email, please tell us in writing.

Call Recording

All inward and outward telephone calls are recorded. This is for two reasons:

1. It helps us to have a record of your instructions to us and any information that we give to you over the telephone
2. We can also use this to monitor the level of service being provided to clients, which assists us in developing our service to clients by providing staff training where necessary.

Sending your File

You can ask us to send your file to you at the end of your transaction, or to another solicitor at any time. If we do this we will make a charge of £30 + vat (at the prevailing rate) for individual documents or letters or £110 + vat (at the prevailing rate) for a copy of your complete file.

Copies of Calls

If you want a copy of a recording please ask the person dealing with your matter however it is not always possible to provide a recording as there can be technical problems which lead to calls not being recorded or we are unable to trace the call.

Interest

Any money received on your behalf will be held in our client account. In accordance with the requirements of the Solicitors' Accounts Rules 1998, we pay a sum in lieu of interest.

Telegraphic Transfer Fee

On completion of your case you may request us to send your monies by Telegraphic Transfer to you. The fee is a profit charge for carrying out this important work on your behalf. It is not the fee charged by the bank.

If you would like us to send any balance to you on completion of your case by telegraphic transfer, then we will be happy to do so, saving you normal bank clearing time. There is a charge for this.

Limitation of liability

We have compulsory indemnity cover of £6m for each and every claim and for most claims this amount will be sufficient, therefore, we limit our liability to this amount, unless there is any fraud or reckless disregard of professional obligations. For matters where the value of the transaction is more than £6m these will be dealt with by way of a separate agreement.

Rights

Any advice that we give is for your benefit, as our client. Third parties may not use or rely on our advice.

Distance Selling

We may not have met with you, in which case the Consumer Protection (Distance Selling) Regulations apply. This means you have a right to cancel your instructions to us within seven working days of the receipt of this letter. You can cancel your instructions by contacting us by email,

post or fax at this office. Once we have started work on your file, you may be charged if you then cancel your instructions.

Copyright

We retain copyright in documents that we provide to you or a third party on your behalf. You can use the documents solely for the matter that you have asked us to deal with and not for any other purpose.

Marketing

We may from time to time use your data to market products and services that we believe may be of interest to you from ourselves and reputable third parties. If you do not wish to receive such information please tick the opt-out on the Contingency Fee Agreement form.

Law and jurisdiction

Our agreement with you to provide legal services and these terms of business are governed by and construed in accordance with English law.

Regulation

We are authorised and regulated by the Solicitors Regulation Authority. We are not authorised by the Financial Services Authority, so we cannot give you investment advice, nor can we advise you about insurance products. In using your information we will process any data that we have about you in accordance with the Data Protection Act 1998.

We will use your information for the following:

- to provide legal services to you and to administer your account with us;
- to prevent fraud (including checks for our money laundering obligations);
- to assess clients satisfaction
- to help improve services
- to contact you by telephone, letter or email about our services – if your do not want us to do this, then you must tell us

Data protection

We will control and process your personal information in accordance with the Data Protection Act 1998. We will use the personal information that you provide to assess your claim and carry out our duties to you pursuant to this Agreement. We may disclose your personal information to other companies (such as the seller of your policy, the insurers or the Financial Ombudsman Service) should the need arise during the process of your claim. We will also use your personal information for administrative, accounting, monitoring, research and marketing purposes; statistical analysis; security vetting and client services.

By providing your personal information to us, you expressly authorise us to process that information for the purposes set out in this paragraph. You can at any time request from us a copy of all information that we have regarding you (for which we may charge a fee of £10.00) and correct any inaccuracies in it. If you provide information to us about another party, you confirm that such party authorised you to do so and consents to our processing that personal information.

Money laundering

We comply with the Money Laundering Regulations Act 2007 and associated legislation (Terrorism Act 2000 and Proceeds of Crime Act 2002).

Confidentiality

We have a duty to keep information about you confidential. However, we may be required to allow outside organisations access to our files, such as the SRA, bankers providing funding for your case, the assessors for our ISO 9001:2000 accreditation, any 'After the Event' insurers and/or your introducer.



Agreement Terms and Conditions

Funding Options for Your Claim

Goldsmith Williams offer a variety of payment options for us to deal with your claim. Here we set out all these options to allow you to decide which is best for you:

1. Contingency Fee Agreement

The vast majority of clients instruct us on a Contingency Fee Agreement. The contingency fee is our professional charge that is only payable if your claim is successful. Our fee is 25% plus VAT (at the prevailing rate). If we are unsuccessful, you will not pay us anything. Please refer to the Contingency Fee Agreement and its Terms and Conditions for more details.

2. Private Paying – Hourly Rate

You are able to pay us on an hourly basis if you wish. These fees would be payable whether or not your claim is successful. At the conclusion of your claim, we will calculate the time spent working on your claim. This will include the time it takes reviewing documents, writing letters, making/receiving telephone calls and anything else that is required for your claim.

We will then charge you for the time spent on your claim at an hourly rate, calculated by reference to the following rates (letters and telephone calls are generally charged at one tenth of the applicable hourly rate unless they are sufficiently lengthy to justify a charge based on the actual time spent):

Partners	£213
Solicitors	£161
Other File handler	£150

Should you choose this option, we are unable to give you an accurate assessment of the costs until we have details of the number of policies and which lender(s) is involved. As we have experience in dealing with 1,000's of successful claims and a great deal of knowledge as to how long different lenders take to settle claims, we will then be able to provide you with a realistic figure. This could be in the range of £450 for a case that is quick to settle up to £2250 for one that takes longer and has to be pursued via the FOS route (see over - FAQs). Please contact us for more details.

Should you choose this funding option, we will require a payment on account of £250 for each claim. If at the end of the claim you are unhappy with our charges made on this basis, you are entitled to ask a Court to review them. This procedure is called 'detailed assessment' and involves you making a formal application to Court.

Please be aware that our fees may exceed the amount of Award obtained. If this happens, you will still be liable for our fees in full.

3. Conditional Fee Agreement

This option only applies if we consider that it would be better for you to refer your claim to Court rather than the Financial Ombudsman Service. This is an arrangement where you would only have to pay our fees if you do not win your case. However, if you do win, we will charge our normal fee (based on hourly rates) plus a success fee. The success fee can be up to 100% of our normal fees. In the event the case is won, the total fees will be recovered from the defendant.

If we were to bring court proceedings under a Conditional Fee Agreement, you will be expected to take out after the event insurance (ATE), paid by a one-off premium. If you lose your case, the insurance company will pay any costs that you owe to the defendant or third parties such as experts.

Please note the above only applies to claims worth over £5000. If your claim is worth less than this, then you will be responsible for paying our legal fees whether you are successful or not.

If at any stage we consider it to be in your best interests to issue court proceedings, we will explain more about this option.

4. Legal Expenses Insurance

You may have purchased legal expenses insurance policy which could cover our and the defendant's costs in a claim for the mis-selling of Payment Protection Insurance. These policies are sometimes attached to credit cards, home insurance or trade union membership. You should check the terms of any available insurance before instructing us to see if it would cover your fees for this claim.

In our experience, most Legal Expenses Insurance Policies do not cover this type of claim, but if you are unsure, please contact us.

Of all the various options, the only one in which we can guarantee that you will not pay anything should your claim be unsuccessful is the Contingency Fee Agreement.

Our Complaints Procedure

If you have a complaint about the service you receive from us, you should raise this with the person responsible for your case. This can be done at any time during the complaint. If they cannot resolve the matter then you should speak to the manager of the team. If after speaking to them you are still dissatisfied with how your complaint has been dealt with, you should contact our Customer Services Manager, Barbara Hillen by calling 0845 373 3737 or emailing bhiller@goldsmithwilliams.co.uk. Alternatively, please write to her at our address. Your complaint will then be dealt with in accordance with our complaints procedure, a copy of which is available upon request. Please do not store up any complaints. Please raise them straight away.

Should you still not be satisfied with the outcome of your complaint or feel it has not been handled properly, you may contact the Legal Ombudsman on 0300 555 0333 or email them at enquiries@legalombudsman.org.uk or write to them at PO Box 15870, Birmingham B30 9EB within 6 months of receiving our final decision on your complaint.



Frequently Asked Questions

Is my claim likely to be successful?

We cannot make any guarantees that your claim will be successful. However, it is clear that a large proportion of Payment Protection Insurance policies were either poorly sold or mis-sold outright. We are aware of the practices that a lot of companies selling PPI used to confuse, mis-lead or mis-inform the consumer. We will use this knowledge to ensure your claim has the best chance of success and we have seen many successes by knowing what arguments or what aspect of the sale to focus on.

However, sometimes, the success of a complaint may come down to what you remember about the sale or any evidence that you can provide, particularly if the claim is referred to the Financial Ombudsman Service. You may therefore wish to let us know of any issues you have with how the PPI policy was sold, or the policy itself. If you have ever tried to claim against the policy but you were declined due to the small print, you might have a very strong claim.

As we conduct these claims on a 'no win, no fee' basis, it is in our interests to ensure that we run claims that we feel have a chance of success. We will let you know if we feel that your claim has no chance of success as soon as it becomes apparent. The sale of each Policy will be accessed on its own merits. Therefore you may have success on some Policies but not others even where they are sold by the same PPI Company

What will it cost me?

Please see the section 'Your Funding Options' on the Client Information Sheet. If, like most of our clients you instruct us on a Contingency Fee Agreement, you will pay us 25% plus of the award made in respect of each claim. If we are unsuccessful, you will not pay us anything.

Most awards are made as a cash refund. However, if any account with a PPI Company is in arrears including an agreement to make reduced payments, or if you are in a Debt Management Plan, IVA, bankruptcy or similar arrangement, part or all of the award is likely to be paid to amount owing. In this instance, the cash you receive may not be enough to cover our fee. You should therefore let us know at the outset if you are behind with the loan as we would not want to put you in a position where you owe legal fees that you will struggle to pay.

How much compensation will I receive?

This is dependent on the size of your loan. However, as a guide we do aim to recover a refund of all premiums paid towards the payment protection insurance policy. If your policy was purchased as a single premium added to the loan balance, we will also request any contractual interest you have paid on the loan for the policy. In all cases we will also request interest on payments made to compensate you for the loss of money. Under FOS guidelines, such interest is charged at 8% per annum on each payment made.

If the loan and policy are ongoing, we will also request a cancellation of your policy which should result in lower future repayments.

What information do I need to provide?

If you can provide us with the name of your lender, loan account number and loan start date, we will be able to start your claim as soon as we receive your signed instruction forms. If you do not have the account number and/or start date, we may still be able to help but it will take a little longer to get your claim registered with the company responsible.

If you do have the relevant loan and policy documents, we would be grateful if you could send copies of these to us as they will assist us in reviewing your claim. At the outset of your claim, we will send you an optional questionnaire to complete. By completing this, you will assist us in responding to your lender should they raise any queries regarding your claim.

The FOS route v the Court route – which is best for you?

If we are unable to agree a settlement with your lender or PPI Company, we may need to take further action to resolve your complaint. The 2 main options are to either refer your complaint to the Financial Ombudsman Service or issue County Court proceedings against the Company we deem responsible for the mis-sale of the policy.

Due to the current state of the law, we think it is in most people's best interests to refer the complaint to Financial Ombudsman Service. Please note that in some cases it would not be appropriate to refer the complaint to either the Financial Ombudsman Service or issue Court proceedings. We will let you know if this is the case.

How long will it take to settle my case?

At present, most companies have 8 weeks from them acknowledging your complaint to provide a final decision. How long it takes them to acknowledge the complaint will vary on the company itself and the amount of information we can provide to them at the outset. The sale of each Policy will be accessed on its own merits therefore the time it takes to access each account may vary even where they were issued by the same PPI Company.

If we do not have a final decision after the investigation period has expired, we may need to refer the matter to the Financial Ombudsman Service. The time it takes for the Financial Ombudsman Service to investigate and decide a matter will depend on their work levels at the time of referral and will vary from case to case. However, it usually takes between 2-6 months for the claim to reach an adjudicator who will decide your claim.

If the adjudicator disagrees with your complaint, or if he upholds your complaint but the lender wishes to appeal their decision, the claim may be referred to an ombudsman at the Financial Ombudsman Service. If this happens, it may take up to a further 12 months for the claim to be resolved.

Why has PPI been mis-sold?

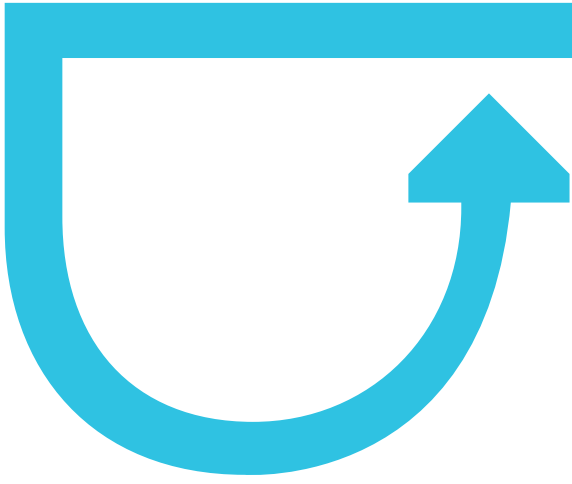
Thousands of people throughout the UK have been sold PPI policies that were totally unsuitable for them. The banks have made huge profits from selling these policies because only 10% of them were ever paid out. The policies were massively overpriced compared to other standalone Payment Protection Policies available on the market. They can add between 10% - 50% to the cost of the loan, so you could be entitled to thousands.

You may have been mis-sold PPI on personal loans, car loans, credit cards or mortgages from any of the following banks:

Natwest • Bank of Scotland • Abbey • HSBC • Northern Rock • Barclays Alliance & Leicester • Lloyds • Welcome • First Plus • Black Horse Halifax... plus many more.

The benefits of PPI Return

- No upfront fees
- You won't pay any fees if your claim is unsuccessful
- We will deal with the claim on your behalf
- We will ensure you receive what you may be entitled to
- Dedicated claims handler
- Regular updates
- Access to state of the art technology



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