

“Reclaiming PPI since 2010”

Thank you for choosing Red Star to investigate your potential claim for mis-sold PPI.

Below is your 4 step process that must be completed to ensure our investigation can start without any delays.

1

Sign & complete your Letter of Authority...

2

Sign your Letter of Engagement...

3

Return ALL signed forms in the pre-paid envelope...

4

Sit back and let Red Star start your investigation.



If you need any help completing your forms or have any questions, give our team a call on **0161 827 4623**

LETTER OF AUTHORITY

1

CLIENT'S NAME:

DATE OF BIRTH:

PARTNER NAME: **(Only if joint agreement)**

PARTNER DATE OF BIRTH:

TYPE OF CREDIT: **(Tick one box only)**

Loan Mortgage Credit Card Other

CLIENT'S ADDRESS:

ADDRESS AT POINT OF SALE **(If different to above)**

LENDER:

[!A:Lender, Lender Name]

ACCOUNT NUMBER: **(See Note 2)**

Dear Sirs

1. I/we, the undersigned hereby appoint and authorise Red Star Financial Management Ltd (the Company) to consider our claim for compensation and if the Company believes that the claim has merits, act on my/our behalf.

2. I/We authorise Red Star Financial Management Ltd to investigate all current and previous credit agreements I/we have with the above named lender, not limited to the account numbers named above.

3. I/We further authorise and insist that:
(a) the bank
(b) Insurance plan provider(s)
(c) the loan company
(d) Any other person(s) or organisation(s)

release to the Company any information, whether deemed confidential or otherwise, as may be requested from time to time by the Company, by telephone or in writing (including by fax or e-mail), and to do so without delay.

4. I/We confirm that I/we have a lawful contract with the Company and have expressly consented that all communication from you must be made to Red Star Financial Management Ltd.

5. This letter is giving my/our authority requiring you to deal directly with the Company and to Provide any information that the Company requests as necessary to pursue my/our claim(s) fully. This authority will endure until further notice (if necessary). A copy of this letter of authority shall have the same validity as the original.

6. I understand that, in addition to the present Letter of Authority I will need to provide further information when raising an expression of dissatisfaction to the Lender, about underlying product(s), service(s) and where known, specific account number(s) being complained about. Doing so will enable the Lender to assess and determine the complaint as quickly and effectively as possible.

7. In the event that you need to contact a third party to progress the process for any reason, I/we hereby give my/our authority and consent for the third party to provide the Company with any information they request and may require to pursue my/our claim.

8. All future correspondence should be forwarded to Red Star Financial Management Ltd.

**SIGN
HERE**



SIGNATURE

DATE:

SIGNATURE

DATE:

LETTER OF ENGAGEMENT

2

CLIENT'S NAME:

PARTNER NAME:

DATE OF BIRTH:

PARTNER DATE OF BIRTH:

CLIENT'S ADDRESS:

Client ID: [!LeadID]

Important.

By signing this document, you are entering into a legally binding agreement with Red Star Financial Management Ltd (referred to in this letter as ('we', 'our' or 'us') in relation to payment protection insurance policies ('the PPI policies') you were sold. We agree to review your complaint/s and (if appropriate) claim compensation for PPI policies. For the avoidance of doubt, your consent to us acting and the terms of this rate to all PPI policies sold to you which we are made aware of by the providers or brokers that we contact and make one or more claims against on your behalf and which we choose to claim compensation for, whether or not notified to us by you and not limited to those specifically referred. References to claims mean all such claims and "claim" means any one of them. The full terms of our agreement with you are set out in this engagement letter and the terms and conditions document that is with this letter and the letter of authority. If you are not sure whether to enter into this agreement, you may want to get independent legal advice first. In return for providing the services to you we will charge you 35% + VAT of the total amount awarded to the Client in full and final settlement of the claim. Please see our fees example table on page B of our Terms and Conditions. The terms and conditions will apply to the agreement between you and us and set out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the terms and conditions carefully.

By submitting this engagement letter to us, you will be indicating your consent for your personal data to be used as stated.

Declaration.

I confirm that I have received the terms and conditions (a & b v.1.1) that were with this letter and that I have read and agree to them. If, at any time during this process, I become aware that I don't have a PPI policy or a valid claim, I will let Red Star Financial Management Ltd know promptly as they will not be able to continue with my claim.

**SIGN
HERE**



SIGNATURE

DATE:

SIGNATURE

DATE:

CHECK & SEND

3

Check you have everything signed before you send...
If you have any questions give us a call **0161 827 4623**

1

Letter of Authority...

(Please ensure ALL LOA's included are completed & returned - One LOA per claim)

2

Terms of Engagement...

3

Return in Pre Paid...



Right to Cancel (Please cut off and retain for your records)

You have the right to cancel this contract at any time, If you cancel within 14 days you will not be charged. The cancellation period will expire after 14 days from the day of the conclusion of the contract. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the below model cancellation form, but it is not obligatory.

Effects of cancellation

If you cancel this contract, we will ensure no further work is carried out by our organisation.

Please complete and return if you wish to cancel your agreement

To: Red Star Financial Management Ltd

I/We hereby give notice that I/We wish to cancel my/our contract for the supply of your service.

CLIENT'S NAME:

CLIENT ID:

All my active claims.

Just my claims against:

CLIENT SIGNATURE:

DATE:

EXTRA CLAIMS FORM

CLIENT'S NAME:

CLIENT ID:

ADDITIONAL CLAIMS – PLEASE LIST BELOW

LENDER	ACCOUNT No.	NOTES
<i>Example</i> <i>ABC Bank</i>	<i>123456-78910</i>	<i>Mr & Mrs, Mortgage, Started 2066</i>

PLEASE RETURN THIS WITH YOUR SIGNED LETTER OF AUTHORITY AND LETTER OF ENGAGEMENT FOR ANY ADDITIONAL CLAIMS THAT YOU HAVE NOT YET TOLD US ABOUT. WE WILL USE THIS INFORMATION TO GENERATE ADDITIONAL LETTER OF AUTHORITY FOR YOU TO SIGN AND RETURN TO US.

Are Packaged Accounts the next big scandal to hit the banks?

- The Guardian 24 August 2013

Are you currently paying a monthly fee for an 'added value' account?

↓ Yes

Have you used any of the extras?

↓ No

To receive a call from one of our agents please tick the box below and ensure you return this page when returning your pack.

Yes

Alternatively call **0161 827 4623**

or visit redstarfm.com/pba

Client ID: [!LeadID]

TERMS & CONDITIONS

V1.1

a

PLEASE RETAIN THE FULL T&Cs FOR YOUR RECORDS!

1. What the Company will do for the Client:

- a)** The Company will assess the Client's Payment Protection Policy and, if appropriate, pursue on the Client's behalf, a claim for reimbursement of premiums paid plus statutory interest.
- b)** The Company will correspond and negotiate on behalf of the Client in this action.
- c)** The Company will inform the Client of all offers that the Company receives.
- d)** The Company will endeavor at all times to provide the Client with the professional and dedicated service that they deserve. The Company will use all reasonable skill and care in processing the claim.
- e)** The Company will always act in the Client's best interests in pursuing the claim and obtaining the best results.
- f)** the Company will try to assess the reasonableness of any offers i.e. whether it is made in accordance with FOS, FSCS and FCA guidelines.

2. What the Company will NOT do for the Client:

- a)** We are unable to provide advice regarding the potential risk of cancellation of any PPI policy by the lender after any complaint is logged. We do however strongly suggest that you seek alternative protection for any continued credit agreements that you may have where PPI has previously been applied
- b)** The Company will NOT give or offer the Client financial advice.
- c)** The Company will NOT arrange alternative insurance or payment cover in any such event that your lender may cancel the insurance once a claim is submitted. We advise that it is highly likely that your lender will cancel your protection once our claim is submitted and request you consider this before submitting any claim.

3. What the Company expect from the Client:

- a)** To provide the Company promptly with all relevant information and items the Company requests.
- b)** To cooperate with the Company including sending to the Company any relevant correspondence that the Client receives.
- c)** Not to provide misleading information to the Company.
- d)** To provide the Company with the exclusive authority for the duration of the contract:
 - i.** To pursue the Client's claim(s);
 - ii.** To receive, bank and give valid receipt for

Payment.

e) Once the client has received offer of compensation from the lender, the company will invoice the client for their fee that will become due and payable by the client within 14 days of the settlement being made.

- i)** The client must inform the company once client has been paid.
- ii)** The company is entitled to engage in Civil Proceedings in order to recover the fees, as detailed in the Terms and Conditions;

f) To read our Terms and Conditions and to sign our Letter of Engagement to say that the Client has agreed to them.

g) Provide the Company with a signed Letter of Authority.

4. The Company's Fees:

- a)** The Company will charge the Client 35% + VAT of the total amount awarded to the Client in full and final settlement of the claim. Please see our fees example table on page B of our Terms and Conditions.
- b)** If no award is made, the Client will not pay the Company anything, except in certain circumstances, see clause 5 below on "Cancelling this Agreement".
- c)** VAT will be charged on all of the Company's fees at the standard current rate.
- d)** A fee of £10 will be payable by the Client in the event that a Data Subject Access Request is made.
- e)** If the Client fails to settle their balance within 14 days of receipt of payment, the Company may charge Interest (in line with the Bank of England Statutory current Interest Rate) and Court Fees.

5. Cancelling this Agreement:

- a)** In the event that the Company cancels this agreement because the Company has advised the Client that the claim is unlikely to succeed, no fee will be payable.
- b)** There is a 14 day cooling off period in which the Client may cancel the agreement without any charge.
- c)** The Company can cancel this agreement at any time if there has been a material breach of contract by the Client.

TERMS & CONDITIONS

V1.1

b

Example A: All Compensation is "cash in hand"		Example B: Compensation includes "cash in hand" award with loan and future instalment reduction		Example C: Compensation is used to offset arrears consumer has on credit card or loan	
Total Compensation:	£3000	Total Compensation:	£3000	Total Compensation:	£3000
Of which cash:	£3000	Of which cash:	£2000	Of which cash:	0
		Loan reduction:	£1000	Set off arrears:	£3000
Fees charged @ 35%:	£1050	Fees charged @ 35%:	£1050	Fees charged @ 35%:	£1050
Vat @ 20%	£210	Vat @ 20%	£210	Vat @ 20%	£210
Consumer Pays Firm:	£1260	Consumer Pays Firm:	£1260	Consumer Pays Firm:	£1260
Consumer is left with:	£1,740	Consumer is left with:	£740	Consumer is left with:	£0
(but no reduction in loan as it is already paid off in full)		(but a reduction of £2000 in future loan instalments)		(but a reduction of arrears of £3000 in their outstanding loan)	

d) In any circumstance other than those described in clause 5a&b the Company may charge the Client a fee for the work that the Company has undertaken.

e) These Terms of Engagement encompass any number of claims and/or work undertaken by the Company for the Client.

f) Cancellation of this Agreement by either party must be in a clear statement such as e-mail, letter, telephone or by completing and returning the cancellation form enclosed in this pack.

g) The Client can cancel this agreement at any time. If the Client does so the Company will charge for the work that the Company has undertaken after the 14 days cancellation period. This will be calculated at £75 per hour for the work undertaken.

h) If you cancel after compensation has been awarded the company reserves the right to charge the full fee.

6. Complaints:

a) Whilst the Company strives to offer the best service possible, if the Client would like to complain for any reason whatsoever, please find enclosed our Complaints Handling Procedures.

7. Data Protection:

a) We will use the information provided to us by credit reference and fraud prevention agencies to help make decisions about all applicants, to verify their identity, for the prevention and detection of fraud and/or money laundering, and to manage accounts.

If you do not make payments that you owe us, we will trace your whereabouts and recover debts.

b) When credit reference agencies receive a search from us they will place a search "footprint" on your credit file.

c) The information which we and other organisations

provide to the credit reference and fraud prevention agencies may be supplied by credit reference agencies to other organisations and used by them to perform similar checks. A condensed guide to the use of your personal information by ourselves and at Credit Reference and Fraud Prevention Agencies. We may use credit reference (CRA) and fraud prevention (FPA) agencies to help us make decisions. A condensed guide to how we, CRAs and FPAs will use your information is detailed above.

8. Other:

a) By confirming your agreement to proceed you are accepting that we may each use your information in this way.

b) You are entitled to seek further advice in relation to your claim and to consider what services might be most appropriate to your claim for compensation. In particular you have the right to shop around and you should be aware of the services provided by the Financial Ombudsman Services.

c) This is a legally binding contract and in signing the Letter of Engagement the client is accepting the Company's Terms of Conditions. If the Client is in any doubt concerning the Terms of Conditions, the Client should seek independent legal advice.

COMPLAINTS PROCEDURE

V1.1

Complaints may be made in writing, by email, by telephone or in any other form in respect of a claims management service that Red Star Financial Management Ltd (the company) have provided and that is regulated under the Compensations Act 2006.

Address: Complaints, Red Star Financial Management Ltd, 4th Floor, St Georges House, Peter Street, Manchester, M2 3NQ

Email: complaints@redstarfm.com

Phone: 0161 834 5333

The following complaints procedure is made available to every client upon request, will be supplied upon receipt of a complaint and is published on the company's website.

We strive to ensure that there should be no time that you should have any cause for complaint in relation to the service we provide to you. In the unlikely event that you wish to raise a complaint or have any other concerns with regard to any service we have provided you may submit a formal complaint. This procedure sets out the process which should be followed.

1. Complaints may be made in writing, by e-mail, by telephone or in any other form in respect of a claims management service that we have provided and that is regulated under the Compensation Act 2006. You should address your complaint to The Complaints Department.

2. We will send you a written or electronic acknowledgement of a complaint within five business days of receipt, identifying the person who will be handling the complaint for the business together with a copy of this complaints handling procedure. Wherever possible, that person will not have been directly involved in the matter which is the subject of the complaint, and will have authority to settle the complaint.

3. Within eight weeks of receiving a complaint we will send you either:

a) a final response which adequately addresses the complaint (including contact details for the Legal Ombudsman should you wish to make a complaint to them); or

b) a response which:

i Explains why we are still not in a position to make a final response, giving reasons for the further delay and indicating when we expect to be able to provide a final response;

ii Informs you that you may refer the handling of the complaint to the Legal Ombudsman if you are dissatisfied with the response, the timeframe for doing so and full contact details.

4. Where we decide that redress is appropriate, we will provide you with fair compensation for any acts or omissions for which we are responsible and will comply with any offer of redress which you accept. Appropriate redress will not always involve financial redress.

5. If you are not satisfied with our response, or if a complaint is not resolved after eight weeks, you may refer the complaint to –

Legal Ombudsman

PO Box 6804

Wolverhampton

WV1 9WG

cmc@legalombudsman.org.uk

Tel: 0300 555 0333

Any complaint must be referred to the Legal Ombudsman within six months of the date of our written final response.