

Claim Forms

Please print, complete and return to (no stamp needed):

Canary Claims

Freepost RRZK-YTRL-UEXT

1 Farnsworth Court

West Parkside

LONDON

SE10 0QF

Please enclose a copy of your loan/credit agreement if available. For credit cards, please enclose a copy of your statement.

If you have any questions, please call us on:

0800 634 8668

PART 1: YOUR DETAILS

Full Name(s) (Please include names of all policy holders including title)

Applicant 1: _____

Applicant 2: _____

Address: _____

Postcode: _____

Home Phone: _____ Work Phone: _____

Mobile: _____ Email: _____

Date(s) of birth

Applicant 1: _____ Applicant 2: _____

Have you already complained to the company involved? If so please give details:

Are you currently in IVA, debt management or bankruptcy? _____

Please list any medical conditions at the time you took out the PPI policy (if any):

Occupation at the time you were sold the PPI policy: _____

Where did you hear about us? _____

Credit card charge cases complete this part

Number of charges incurred approximately: _____

Provider: _____

Card Number: _____

Credit card charge cases complete this part

Number of charges incurred approximately: _____

Provider: _____

Card Number: _____

Credit card charge cases complete this part

Number of charges incurred approximately: _____

Provider: _____

Card Number: _____

Credit card charge cases complete this part

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Credit card charge cases complete this part

Number of charges incurred approximately: _____

Provider: _____

Card Number: _____

Credit card charge cases complete this part

Number of charges incurred approximately: _____

Provider: _____

Card Number: _____

PART 3

First Client Name: _____ Date of Birth: _____

Second Client Name: _____ Date of Birth: _____

Client Address: _____

Postcode: _____

Company(ies): _____

Loan/Account/Credit Card Number(s): _____

Name at the time of application (if different) _____

Address at the time of application (if different) _____

- 1 I/we, the undersigned, authorise Claims Thru Us Ltd trading as Canary Claims to act on my/our behalf as agents in pursuing my/our complaint(s) in respect of advice received and sales made by your firm in respect of the sale of a Payment/Loan Protection Policy and/or disputed bank or credit card charges. This authorisation includes your agents, representatives and associates of your firm and its predecessors.
- 2 I/we confirm that I/we have a lawful contract with Claims Thru Us Ltd and have expressly consented that all communication from you must be made direct to Claims Thru Us Ltd.
- 3 I/we hereby advise that wilful failure of the Insurance Plan / Provider / Financial Advisor / Loan Company to follow my/our express instructions with regard to dealing with Claims Thru Us Ltd (Canary Claims) who 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 1998, the Enterprise Act 2002 and Articles 81 & 82 of the EC Treaty.
- 4 Please take this letter as authority requiring you to deal directly with Claims Thru Us Ltd (Canary Claims) and to provide any information that Claims Thru Us Ltd (Canary Claims) requests as necessary to pursue my/our complain(s) fully. This authority will endure until further notice. A copy of this letter of authority shall have the same validity as the original.
- 5 All future correspondence should be forwarded to Claims Thru Us Ltd (Canary Claims).
- 6 I/we have read, and agree to be bound by the "Terms & Conditions" as provided in our claims pack and available on the company website: www.canaryclaims.co.uk/terms-and-conditions
- 7 I am/we are aware that if my/our complaint is successful, my/our policy(ies) will be cancelled and cover will cease. (PPI cases only)
- 8 I/We authorise the financial company to pay any redress due directly to Claims Thru Us Limited's client account. I/we authorise Claims Thru Us Limited to deduct its fee from such redress and pay the balance to me/us.
- 9 I/we confirm that the information provided to Claims Thru Us Ltd (Canary Claims) is to the best of my/our knowledge correct.
- 10 I/we confirm acceptance of this agreement and give full authority to pursue the complaint.

First Client Signature: _____

Name: _____

Date: _____

Second Client Signature: _____

Name: _____

Date: _____
(if a joint policy)

PLEASE DON'T FORGET TO SIGN THE T&C OR WE CAN'T PROCESS YOUR CLAIM

Terms & Conditions

PART 4: These Terms of Business set out the agreement between you and Claims Thru Us Limited. Please read the terms carefully to ensure that you understand them before signing.

1. Definitions

"Benefit" means all non-monetary benefits in whatever form including but not limited to all benefits that will arise from any waiver, cancellation, reduction, saving, deduction or rescheduling of any outstanding or future loan or interest payments or associated loans, credit payments, premiums, charges or other interest or administrative payments or any other saving, inducement, discount or rebate offered in relation to any other products or services offered by the financial company or persons connected to the financial company.

"Claim" means the Client's claim or claim or claims against the company relating to the mis-selling of a Payment Protection Insurance policy or policies or the application of unlawful charges to the account(s) of the client.

"Client" means the policy holder(s)/account holder(s) whose details are set out in the Letter of Authority and who have appointed Canary Claims to provide the Services.

"Company" means the financial institution and/or persons to whom the letter of authority is addressed being the Insurance Company, Bank, Building Society, Credit Card Company or Financial Adviser or any other entity which sold the policy or gave the advice to the Client, or applied the unlawful charges (including for the avoidance of doubt any employee, director, agents, representatives and associates of those entities or any other entity and/or any of their predecessors).

"Compensation" means any sums paid or awarded in respect of any claim made by us on your behalf. This includes "benefits", compensation, gesture of goodwill, refunds, discounts, any reduction in the loan outstanding and/or any interest or capital recovered including all associated loans. Where such an offer is revised on appeal, then the higher amount shall be used in order to calculate the amount of the compensation.

"Fee" means the fee of 20% plus VAT of the total compensation payable.

"Letter of Authority" means the letter included in the claim pack to be sent to the Company from the Client.

"Services" means the work which we will undertake on your behalf in respect of your Claim including assessing the viability of, preparing, submitting and negotiating your Claim and which is set out more specifically in clause 3.

"Terms" means these terms and conditions.

"Us", "We" and "Our" means Canary Claims which is a trading name of Claims Thru Us Limited, a limited liability company registered in England and Wales with number 05512501 having its registered office at 1 Farnsworth Court, West Parkside, London, SE10 0QF.

"You" and "Your" means the client(s).

2. Duration:

- a) The contract shall commence on the date you sign and return these claim terms to us and, unless terminated earlier as per clause 6 below, will continue until the earlier of:
 - I. Compensation is recovered for you by us and you have paid the Fee, or
 - II. We have advised you in writing that in our opinion your claim is unlikely to succeed and we are declining to act for you.

3. We agree to:

- a) Review your claim application and assess the likelihood of your claim being successful.
- b) If after we have reviewed your application, it is our opinion that your claim is unlikely to be successful we may decline to act for you. We will notify you of this fact in writing.
- c) If we accept your claim application, we will confirm this to you in writing and prepare and submit your claim to the company that sold you the PPI policy.
- d) We will liaise with the company and use reasonable endeavours to pursue your claim.
- e) We will notify you promptly of any requests for additional information or documentation that the company need to investigate your claim.
- f) Notify you in writing of any offers of compensation made by the company.
- g) Obtain your agreement before accepting or rejecting any offer or compensation.
- h) Notify you of any circumstances beyond our control which prevent us from performing the services under this contract.

4. You agree to:

- a) Appoint us as your exclusive agent to handle this claim. This means that you cannot appoint another person or firm to act on your behalf in respect of this claim, unless you terminate this agreement with us.
- b) Provide full authority to us to deal with the company on your behalf.
- c) Provide truthful and accurate information regarding your claim.
- d) Provide copies of all documentation that are in your possession and which relate to the claim.
- e) Respond promptly to requests by us for further information, or documents that may be needed to progress your claim.
- f) Pay our fee due as a result of a successful claim.
- g) Upon receipt of an invoice for the fee, you will pay the amount due to us within 7 business days of you receiving the compensation.

5. Fees

- a) Our fee is 20% plus VAT of the compensation which we obtain for you as a result of a successful claim.
- b) We will not charge you if the claim is unsuccessful.
- c) Where we receive compensation directly, we will issue you an invoice for the amount of our fee and deduct the fee directly from the compensation.
- d) If the company does not pay the compensation directly to us, we will send you an invoice for an amount equal to 20% plus VAT of the compensation.
- e) Our fee must be paid within 7 business days of you receiving the compensation.
- f) We reserve the right to charge you interest on all sums which have not been paid by you at the rate of 2% per annum over the base lending rate of Barclays Bank.
- g) We reserve the right to charge you for any reasonable costs incurred in seeking to recover our fee from you.

6. How You Can Cancel This Agreement

- a) You have 14 days from the date of signing this agreement to cancel your authority for us to act on your behalf. Cancellation is without charge and you will have nothing to pay under this agreement.
- b) You can cancel the agreement at any time after this by giving us 14 days' notice.
- c) If you cancel the agreement in accordance with clause 6b above, we reserve the right to charge a fee to cover our reasonable costs for the work undertaken in processing your claim up to the date of cancellation, but this will never be more than £150.
- d) If at the time of cancellation described in 6b above, we have received an offer of compensation.

7. How We Can Cancel or Change This Agreement

- a) We can cancel this agreement by giving you 14 days' notice in writing if any of the following events occur:
 - I. We become aware that your claim is unlikely to succeed.
 - II. You are declared bankrupt.
 - III. You enter into an Individual Voluntary Arrangement with your creditors or have a Bankruptcy petition presented against you.
 - IV. You do not follow any reasonable recommendations made by us.
 - V. You provide information which you knew to be false or misleading in support of your claim and this information is material to the success of your claim.
 - VI. You fail to respond to reasonable requests for information in a timely manner and this prevents us from providing the services.
 - VII. You breach a term of the agreement and you do not correct this breach within 14 days of receiving written notification from us detailing the breach and the action required to resolve the breach.
- b) Subject to the notice period in clause 7c below, we may change the terms of this agreement from time to time to reflect the increased cost of providing the service to you, to reflect changes or predicted changes in legislation, taxation or regulation, or as a result of decisions made by the Financial Ombudsman Service.
- c) We will always give you at least 30 days' written notice of any changes before they take place. If you are not willing to accept the proposed change, you will be free to end the agreement and you will have no further amount to pay under the Agreement.

8. General Conditions About This Agreement

- a) This Agreement is governed by English law.
- b) We may transfer our rights and obligations under this Agreement by giving You 30 days' written notice of such transfer.
- c) You cannot transfer your rights and obligations under this Agreement but you can terminate the Agreement in accordance with clause 6 above.

9. Regulation

The Claims Thru Us Limited is regulated by the Ministry of Justice in respect of regulated claims management activities. Our authorisation number is CRM2233 which can be checked on the website www.claimsregulation.gov.uk

I have read and agree to the terms

First Policy Holder Signature: _____

Name: _____

Date: _____

Second Policy Holder Signature: _____

Name: _____

Date: _____