# **Terms & conditions for your records**

## Keep this document Safe! Your Claim Matters is a trading name of Victor Hydon Limited

## What WILL Your Claim Matters do for you?

- Upon receipt of your signed agreement, we will conduct a free Plevin PPI check to establish whether you had a PPI policy and, if so, if the lender did not disclose to you the commissions they charged for your policy you may be able to make a Plevin PPI claim and we shall refer your claim to one of our partner law firms. To enable us to do this we ask you to supply a copy of your credit agreement. If you don't have a copy, we will conduct checks with your lender to try and establish the information about the policy.
- In some cases, where lenders will not provide us with the information we need, we will ask one of our partner law firms, to request the information from the lender, on your behalf. The law firm shall pass information they receive from the lender to us, and we shall conclude the investigation. This is included in the free Plevin PPI checking service.
- Your lender has up to 8 weeks in which to provide a final response, but it is not unusual for the response to take longer than this.
- Where we identify you may be able to make a Plevin PPI claim we will recommend you to one of our partner law firms who will contact your lender to make a claim on your behalf. If your lender defends their position, the law firm will look to issue Court proceedings against the lender on your behalf.
- We will always act in your best interests when carrying out your Plevin PPI
- We must inform you that if your claim is successful, your Payment Protection

## What WON'T Your Claim Matters do for you?

- If we think you may be eligible to make a Plevin PPI claim, we will refer your claim to one of our partner law firms who will pursue the claim on your behalf. We shall notify you that we are referring your claim to the law firm Give/offer you financial advice.
- We won't refer you to a law firm if in our opinion you have no realistic chance of success, and we reserve the right to cancel this Agreement if we form this
- Take your case to court if we think you may be able to make a Plevin PPI claim we will refer you to a law firm who will be able to pursue your claim.
- Coach you to answer any questions.

## 3. What do we require you to do?

- Provide all relevant information we may request without delay, to enable us to review whether we think you may be eligible to make a Plevin PPI claim.
- Provide us with clear instructions.
- Fully co-operate with us
- Not to mislead us, provide false answers to questions or ask us to act in an improper or unreasonable way
- To provide us with the authority to act on your behalf.

## 4. What Your Claim Matters WILL do for you

- Look into and assess your potential Plevin PPI claim.
- Enter into correspondence and investigations on your behalf.
- Refer you to one of our partner law firms where we identify that you may be eligible to make a Plevin PPI claim.

### 5. Fees

- We will conduct a free Plevin PPI checking service.
- If we discover that you may be eligible to make a Plevin PPI claim, we can refer you to one of our partner law firms who can challenge your lender on
- The law firm will charge a fee if your claim is successful.
- The law firm will ask you to sign their documentation (which includes information about their fees and cancellation policy) before they start your claim. For example, typically customers pay up to 40% plus VAT (up to 48% in total) of the amount recovered although this will be subject to your individual circumstances.

## 6. Cancelling this Agreement

- We can cancel this Agreement at any time. There is no cancellation fee if we cancel our agreement to carry out a free Plevin PPI checking service for you.
- You have the right to terminate this agreement at any time by giving notice, by emailing info@yourclaimmatters.co.uk. Any cancellation must be made by way of a cancellation notice or by a clear statement to us. There is no cancellation fee if you ask us not to go ahead with the free Plevin PPI checking service.
- If we refer you to a law firm and you enter into a contract with them, they may charge you a cancellation fee if you cancel after the 14-day cooling off period. Please refer to their contract for details of their cancellation fee.

### 7. Complaints Procedure

Should you have a complaint you can contact us by writing to Your Claim Matters at 84 Salop Street Wolverhampton, WV3 OSR, by phoning us on 01902 939000 or by sending an email to compliance@yourclaimmatters.co.uk. Full details of our complaints handling procedure can be viewed on our website: https://vourclaimmatters.co.uk/complaints-procedure/

## 8. Data Protection

- We will hold, control, and process your personal information in accordance with the Data Protection Act 2018, the UK General Data Protection Regulations and the Privacy and Electronic Communications Regulations. By providing your personal information to us, you explicitly authorise us to process the information for the purpose set out in this paragraph. You can, at any time, request a copy of all information we hold relating to you by writing to us (a written Data Subject Access Request in accordance with the Data Protection Act/GDPR). We will use the personal information you provide to assess your claim and carry out our duties in accordance with this Agreement. We may share your personal information with other companies if necessary, during the process of your claim for compensation, or any financial matters we believe may be of assistance to you.
- Your personal information may also be processed by other organisations, including credit reference agencies, on our behalf for the purpose of processing your claims and providing information or services to you. The use of your personal information for these purposes will remain under our control at all times. You can change your mind at any time. Please visit our privacy policy: https://yourclaimmatters.co.uk/privacy-policy/
- We may, from time to time, expand or reduce our business and this may involve the sale and/or the transfer of control of all or part of Victor Hydon Ltd or its assets. In this case, your data and any authority for us to act on your behalf will, where it is relevant to any part of our business so transferred, be transferred along with that part and the new owner or newly controlling party will, be permitted to use the data and your authority to act for the purposes for which it was originally supplied to us.
- If we transfer your data or authority to another company or an alternative law firm it will only be used for the purpose for which you provided it to us.
- By signing the letter of authority and agreement you provide your consent for your signature(s) to be applied to all documentation necessary to investigate your claim(s) based on the information given and for your signature(s) to be applied to the law firm documents so that the law firm can proceed with your claim.
- You will be provided with full copies of the law firm's documents and provided with further explanatory information before we apply your signature to these documents, and you will have a cooling off period of 14 days to cancel your instructions to the law firm.

## 9. Introducers

- If you were introduced to us by one of our partners, we will have paid a third-party fee for providing services to you. This fee is NOT payable by you. Further details of any fee paid by us in respect of your case is available upon request
- If we introduce you to a partner law firm, we shall receive an introducers fee directly from them. This fee is NOT payable by you.

## 10. Other important information

- You are entitled to seek further advice in relation to your claim and to consider what services might be most appropriate for 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 Service which is free, or you can contact your lender directly for free. You should also consider whether you have alternative mechanisms for pursuing a claim, for example, legal expenses insurance.
- You are under no obligation to make a claim using the law firm we recommend. You can make a claim to a law firm of your choice

#### 11. Terms and Conditions

These terms and conditions are accurate as of 5th December 2023.

I/We have read the letter of authority and the terms & conditions and agree to be bound by their contents. A copy of the terms & conditions can be found on the reverse of the welcome letter. Please keep this letter safe, as this is your contract between you and us Full T&C's can be viewed here: www.vourclaimmatters.co.uk/terms-and-conditions/

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