CLIENT CARE LETTER



INTRODUCTION

This document outlines the work we do at The Mortgage Claims Bureau Ltd and how we, working with you, will seek to identify and maximise the chance of success for your claim. By explaining what is required from you and answering the most frequently asked questions we hope to give you an understanding of the process and the importance of giving us all the relevant information. This document is not exhaustive and not every point covered will apply in every case. Our Terms of Instruction are also included within this pack for your perusal and should you have any further questions please do not hesitate to contact us on 01903 868251 or by email at info@theclaimsbureau.co.uk

The document is divided into two sections:

SECTION 1 - PRE-CLAIM INFORMATION

The enclosed claims pack contains a number of forms that we need you to complete, which are described below. This section will also cover the client evidence required to progress your claim. It is vital that you fill in as much information as accurately as possible to enable us to fully investigate your claim.

SECTION 2 - PRE-CONTRACT INFORMATION

This document gives you all the information you need and explains what the claim will entail before you sign a contract with The Mortgage Claims Bureau Ltd. Please ensure you have read it fully and understand it.

SECTION 1 – PRE-CLAIM INFORMATION

APPLICATION FORM & CLIENT ACCOUNT OF EVENTS

These two forms will provide us with all the basic details we need and is your chance to give us your story from the moment you were introduced to this investment right through until now. Feel free to add any notes or comments you think are relevant.

Some of the sections may look as if they repeat themselves or are worded in an unusual way. This is because many claims will eventually be transcribed to claim forms provided by the regulatory authorities and the headings or questions we have included reflect those on the forms. Please try to complete them as thoroughly as possible.

TERMS OF INSTRUCTION

This document contains our Terms of Instruction. It forms an agreement between you as a client and us as the claim handler.

FORMS OF AUTHORITY

These provide us with your authority to contact your mortgage broker and lender to request your client file or other documents needed to form evidence as part of your claim. These have to be signed to meet the compliance rules for banks and brokers. Without your signature they will not release the documents we need to support your claim.

CLIENT EVIDENCE

It is important that we have all of the facts in order to investigate and compile your claim, so we would like to stress how vital it is that you include any supporting evidence in order to substantiate it.

Please provide us with all the relevant documentation you have or were given relating to the purchase of the off shore, off plan foreign property from when you were introduced to this concept right through until now. This should include any of the following documentation given to you by the broker, property sales agent or lender:

- UK residential property mortgage offer;
- Recommendation letter/suitability report;
- Emails from broker/property sales agent;
- Letters from broker/property sales agent;
- Marketing material from broker/property sales agent;
- Business card from broker/property sales agent;
- Documents linking mortgage broker and property sales agent.

Please note that any of the documentation shown above, no matter how irrelevant it may seem, could prove pivotal in securing a financial settlement.

SECTION 2 – PRE-CONTRACT INFORMATION

WHO WILL BE HANDLING MY CLAIM?

The Mortgage Claims Bureau Ltd will assess your application. If it is complete and meets the required criteria we will process and submit the claim on your behalf. In some cases we may engage a specialist Solicitor to carry out some or all of the work. If this is the case they will issue you their own contract and new terms and conditions, which will supersede ours.

HOW LONG WILL IT TAKE?

On average the process will take between 9 and 12 months from receipt of a fully completed claim application pack. This timeframe is largely dependent on two factors: 1. The time taken to gather all the relevant information from you. 2. The time taken by the brokers, lenders and regulatory bodies to respond to us and provide the documents we need.

HOW MUCH WILL IT COST ME?

A fee of 25% of the compensation received (plus VAT) is payable to The Mortgage Claims Bureau Ltd or the appointed Solicitor, if the claim is successful. This means for example, if we succeed in obtaining £1,000 in compensation the fee would be £300 (£250 plus £50 VAT). So you would receive £700. If we succeed in obtaining £50,000 in compensation the fee would be £15,000 (£12,500 plus £2,500 VAT). So you would receive £35,000. No fee will be charged if the claim is unsuccessful.

WILL THERE BE ANY LEGAL FEES?

From time to time we or our Solicitor may be required to pursue claims via litigation which could require additional legal fees and may take longer to conclude. In most circumstances claims will progress on a 'no win no fee' basis with any legal fees as agreed deducted on completion. If we or our Solicitor believes legal action is the best route you will be contacted and all the options will be explained to you. These will normally include:

- 1. Continue your claim with us via another route which does not involve litigation;
- 2. Continue with your claim by signing a new contract under fee structure;
- 3. Cease your claim with us and seek independent legal advice.

WHAT IF I WISH TO CANCEL MY AGREEMENT WITH THE MORTGAGE CLAIMS BUREAU LTD?

You may terminate the agreement in writing at any time during the 14 working day cooling off period without incurring any charges. If you terminate this agreement at any time after the 14 working day cooling off period for any reason, The Mortgage Claims Bureau Ltd may charge a cancellation fee for the costs and work undertaken to the point of cancellation. The cost will be charged at £15.00 per hours work with a maximum charge of £150.00 (10 Hours).

The Mortgage Claims Bureau Ltd will be entitled to charge you the full fee if compensation or an offer for compensation has been received by you, or The Mortgage Claims Bureau Ltd, before you cancel the contract. The Mortgage Claims Bureau Ltd may at its discretion decide not to proceed with a claim and cancel this agreement at any time during the claims process but must act reasonably in taking a decision. If this occurs, no fee will be charged.

WHAT IF I HAVE A COMPLAINT?

We understand that occasionally clients may not receive the service that they expect and we are grateful that they take the time to let us know about the issues being faced. Please rest assured that complaints will be taken seriously and fully investigated. If you are not completely happy with the final response; you retain the right to refer your complaint to The Claims Management Regulator. Full details can be found on our website at: www.themortgageclaimsbureau.com or a copy of our complaints procedure can be requested on 01903 868251

WHAT HAPPENS NEXT?

Once you have carefully read the information contained, please complete the enclosed application form, client account of events, letters of authority and then sign the Terms of Instruction before returning them to us for review. After we have assessed and accepted your application we will send you a copy of our completed Terms of Instruction for your records. When this is complete we will then start work on your claim. If you have any questions please do not hesitate to contact our team on 01903 868251 or by email at info@theclaimsbureau.co.uk

MIS-SOLD MORTGAGE - CLAIM APPLICATION FORM OVERSEAS PROPERTY INVESTMENT



APPLICANT INFORMATION					
Applicant 1: Title: Mr/Mrs/Ms/Miss					
Phone:		Mobile:			
Email:		NI number:			
Applicant 2: Title:					
Phone:		Mobile:	Mobile:		
Email:		NI number:	NI number:		
Applicant 1 DOB:		Applicant 2 DOB:	Applicant 2 DOB:		
Current address:					
City:	County:		Postcode:		
PREVIOUS MORTGAGE DETAILS (Detail	ls of the UK mortgage ye	ou had prior to the purc	hase of the overseas property)		
Lender name:		Mortgage account number	er:		
Mortgage amount:		Mortgage term:			
Start date:		Date paid off:			
	Mortga	ge Type:			
Address of mortgage property if different from your	current address:				
City: County:			Postcode:		
BROKER DETAILS					
Name of broker:					
Broker address:					
Broker network:					
MORTGAGE DETAILS (Details of the UK r	mortgage/re-mortgage t	hat was used to fund the	e deposit of your investment)		
Lender name:		Mortgage account number	er:		
Mortgage amount:		Mortgage term:			
Start date:		Date paid off (if applicable):			
Mortgage Type:					
Interest Only	Repa	yment	Buy to Let		
Address of mortgage property if different from your	current address:				
City:	County:		Postcode:		
BROKER DETAILS					
Name of broker:					
Broker address:					
Broker network:					

UK CHARGES INCURRED (Please provide details of any charges, fees or penalties that you incurred as a result of taking this UK mortgage, such as broker fees, early repayment charges and set up costs)				
DETAILS OF OVERSEAS INVESTMENT				
Name of UK agent (such as Ocean View Properties, Harlequ	uin, Polaris World):			
Name of the person you primarily dealt with at the above of	organisation:			
Development name:	Development country:			
Charges	Amount paid	Date paid		
Reservation fee				
Deposit				
ADDITIONAL CHARGES (Please provide details of an	wother charges incurred as a result of your inves	stment that you feel are relevant)		
ADDITIONAL COMMENTS				
DECLARATION: The information I have given	ven above is true and accurate to t	he hest of my knowledge and Lagree		
	Ltd and its partners investigating n			
to the Mortgage Claims Dureau	Ltd and its partners investigating in	ily claim. (Flease sign below)		
Applicant 1 signature:	Applicant 2 signature:			
Applicant 2 digitature:	Applicant 2 signature.			

CLIENT(S) ACCOUNT OF EVENTS

APPLICANT INFORMATION



The questionnaire below is for you, as our client, to explain how the mortgage and or other finance product was sold to you, from your point of view and to give us an understanding of the events that lead you to believe you have been poorly advised. Please use this form to be as honest and as clear as possible.

Applicant 1: Title:	Applicant 2: Title:			
Current Address:				
City:	County:	Postcode:		
	QUESTIC	NNAIRE		
1) Who, by your understandi	ng, initiated the first contact ar	nd introduced you to this investment?		
		,		
a). Diagra datail a buigfain al	the of success.			
2) Please detail a brief timel	ine of events:			

3)	What documentation did the IFA/broker provide you with to demonstrate how you would benefit from buying an
٠,	investment property? Please tell us in your own words:
	mivestifient property: Please tell us ill your own words.
4)	If you did not fund this investment by releasing money from a mortgage please provide details of where the
	deposit funds were raised from such as savings, pension, loan, overdraft or friends or family?
5)	What did the IFA/broker say about using a mortgage to invest in the property? Please tell us in your own words:
Ť	

CLIENT(S) ACCOUNT OF EVENTS



6)	Please give details of any people or firms you have had contact with regarding raising funds for your deposit or purchasing the property e.g. the UK sales agent, developer, broker, broker network, bank / building society:
7)	Please give details of any complaints you have made regarding this matter. This may be to or against the UK sales agent, developer, broker, broker network, bank / building society, FOS (Financial Ombudsman Service), FSCS (Financial Services Compensation Scheme) or another. Please provide us with details and correspondence relating to this complaint:
8)	What was your expectation of how you would repay your interest-only mortgage and did that include the sale of your UK home?
9)	If your claim relates to a re-mortgage, did you approach your existing lender to seek the additional funds
٠,	required, before receiving advice from the broker in question?

10)	Are you aware of any reason why you would not have been able to borrow the additional funds from your existing lender (such as existing arrears on your mortgage, a change in employment, income or other circumstances)?
11)	Please provide details of any arrears you had on your mortgage at the time you were given the advice to remortgage:
12)	What action, if any, have you taken to claim compensation from any party including your lender, the FOS, FSCS or legal action against your broker? Please describe at what stage such action or actions are (e.g. commenced, in process, rejected etc):
13)	Based upon your experience, what advice do you believe the broker should have given you? A) I have no
- ,	opinion B) I am unsure C) (Please give details below):

CLIENT(S) ACCOUNT OF EVENTS

14) Why are you making a claim for compensation? (Please tell us in your own words)



Your circumstances <u>at the time</u> of you b	orrowing this money				
	APPLICANT	1	APPLICANT 2		
Marital status					
Annual income					
Number of dependents					
Maiden name (if applicable)					
Occupation					
FSCS QUESTIONS					
1. What type of mortgage was your previous mortgage? Interest Only Repayment Other					
2. Did you consolidate any debts? (If yes, please detail)		YES	NO		
3. Did the Broker ask you about your personal and financial circumstances before the advice was given?		YES	NO		
 Have you made any changes to your mortgage since the advice? (If yes, please details) 		YES	NO		
ADDITIONAL COMMENTS (Please use an	additional sheet if ne	cessary)			
DECLARATION: The information I have g	given above is true and a	ccurate to the best of my kno	owledge. (Please sign below)		
Applicant 1 signature:	Ар	plicant 2 signature:			

The Mortgage Claims Bureau Ltd, 71A High Street, Littlehampton, West Sussex, BN17 5AG. MOJ Authorisation Number CRM30565. Reg: Company No. 08075880 info@theclaimsbureau.co.uk

TERMS OF INSTRUCTION



The Mortgage Claims Bureau LTD (TMCB) is regulated by the Claims Management Regulator in respect of regulated claims management activities (CRM30565); its registration is recorded on the website www.claimsregulation.gov.uk. This document sets out the terms of engagement for the appointment of TMCB to act on your behalf in all aspects of the administration and negotiation of the claim

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1. Process

- a. We, The Mortgage Claims Bureau (hereafter known as TMCB) offer services in relation to processing and assessment and claims management of irregularities in the sale and processing of financial products and services.
- b. TMCB will assess your application. If we feel that your claim meets the criteria laid out in the application form, we will either process it 'in-house' or work with a specialist Solicitor, who will process and submit the claim. If a Solicitor is engaged they will issue you their own contract and new terms and conditions, which will supersede ours. You will be notified promptly should we decide not to progress your claim.
- c. TMCB will not issue nor pursue legal proceedings on any case; however a Solicitor (hereafter known as TCP) may decide that this is the best chance of bringing a successful resolution to your complaint. Should they feel this course of action is necessary they will contact you directly.

2. Definitions

- a. "Claim" means your claim or claims against the company or companies relating to the mis-selling of a mortgage.
- b. "Claims Pack" means the documentation TMCB sends you during the claims process.
- c. "Company" means the financial institution to which the letter of authority is addressed.
- d. "Compensation" means any sums paid or given in respect of a settlement, goodwill gesture, policy refund or rebate.
- e. "Cooling off Period" means 14 days from the date the letter of authority is signed, during which you may cancel this agreement free of charge.
- f. "Fee" means the amount of commission you will need to pay TMCB.
- g. "Letter of Authority" means the letter included in the claims pack that allows TMCB to act on your behalf to obtain information regarding your claim.
- h. "Services" means the services provided by TMCB including assessing the viability of, preparing, submitting and negotiating your claim.
- i. "Tertiary claims processor (TCP)" means a Solicitor or agent who TMCB may refer your claim to for processing. Should this occur you will be issued with revised Terms of Instruction from the TCP.
- j. "You" means the account holder(s) whose details are set out in the letter of authority and who have appointed TMCB to act on their behalf.

3. Fees

- a. If TMCB or the TCP undertakes all of the services and is not successful in obtaining compensation then no fee will be payable to TMCB or the TCP.
- b. A fee 25% of the compensation received (plus VAT) is payable to The Mortgage Claims Bureau Ltd or the appointed TCP, if the claim is successful. This means for example, if we

succeed in obtaining £1,000 in compensation the fee would be £300 (£250 plus £50 VAT). So you would receive £700. If we succeed in obtaining £50,000 in compensation the fee would be £15,000 (£12,500 plus £2,500 VAT). So you would receive £35,000. No fee will be charged if the claim is unsuccessful. For the avoidance of doubt, should TMCB engage the services of a TCP only one fee will be payable which will be explained within the TCP's Terms and conditions, you will not have to

- c. You agree to the company remitting the compensation to TMCB or the TCP and for TMCB or the TCP to retain the fee before paying the balance of the compensation to you.
- d. TMCB or the TCP will as soon as is reasonably practicable following the settlement of a claim and a payment of compensation by the company to TMCB or the TCP, pay you the balance of the compensation, after deducting the fee.
- e. Fees become due and payable within 5 working days from the point that TMCB, the TCP or you have received the compensation.
- f. If the compensation is paid directly from a company to you, TMCB or the TCP will invoice you for the fee which will become immediately due and payable by you within 5 working days of the date on the invoice to TMCB or the TCP.

4. Cancellation Rights and Charges

pay the TCP and TMCB each a fee.

- a. You or TMCB can cancel this agreement at any time and no fee will be payable by you if we think there are no grounds for a complaint or that your claim is unlikely to succeed. TMCB can cancel this agreement immediately by giving you notice if:
- (i) there occurs any material breach by you of any term of this agreement which is irremediable or if remediable is not remedied to TMCB satisfaction within 30 working days of a written notice by the company specifying the breach and requiring it to be remedied; or
- (ii) You (or either of you) are declared bankrupt; or (iii) You do not follow any recommendation that The Mortgage Claims Bureau LTD or one of its TCPs makes.
- b. You may terminate the agreement in writing at any time during the 14 working day cooling off period and you will owe TMCB nothing. TMCB may at its discretion decide not to proceed with a claim and cancel this agreement at any time during the claims process but must act reasonably in taking a decision and you will owe TMCB nothing.
- c. If you terminate this agreement at any time after the 14 working day cooling off period for any reason, TMCB may charge a reasonable cancellation charge for costs and work undertaken to the point of cancellation. The cost will be charged at £15-00 per hours work with a maximum charge of £150-00 (10 Hours)

Tel: 01903 868251 Email: info@theclaimsbureau.co.uk

- d. TMCB has the right to terminate this agreement if you do not return documents that are required to complete your claim. TMCB may charge a cancellation charge for costs and work undertaken to the point of cancellation
- e. TMCB will be entitled to charge you the full fee if compensation or an offer for compensation has been received by you or TMCB before you cancel the contract. TMBC may at its discretion decide not to proceed with a claim and cancel this agreement at any time during the claims process but must act reasonably in taking a decision. If this occurs, no fee will be charged.

5. You Acknowledge and Agree

- a. That you are aware that you could complain directly to the company at no cost, with the ability to take matters further with the Financial Ombudsman Service, yet you have chosen to pursue your claim via TMCB.
- b. That by signing and returning a copy of these Terms of Instruction you agree to be bound by these terms and appoint TMCB to provide services for such a period as to allow them to assess and, if reasonably possible, complete the claim, subject to your statutory cooling off period of 14 working days and your ongoing right to cancel at any time.
- c. That by completing and signing the Letter of Authority you give TMCB your consent and full authority to deal with a company on your behalf and to obtain relevant information from any source on a continuing basis.
- d. To ensure the information contained in the claims pack is accurate and a true reflection of any information already given.
- e. To deal promptly with requests by TMCB for authority, information, documents or further instructions that TMCB may require.
- f. To promptly inform TMCB of any relevant matters affecting the claim, such as direct contact from your mortgage broker of lender, or regulatory body.
- g. To give TMCB the right to deal exclusively with the claim, unless otherwise agreed in writing by you and TMCB.
- h. You will not be liable for any fees or charges if the claim is pursued and no compensation is paid except if this agreement is cancelled in accordance with clause 3, where a cancellation charge or the full fee may be payable.
- i. TMCB will make every attempt to process your claim to a successful conclusion. However not all claims will be successful, and if this is the case we will ensure that we notify in a timely manner.

5. TMCB will:

- a. Rely on the information and documents provided by you as being true, accurate and complete. TMCB will not check such information except where it is under a legal obligation to do so
- b. Use its reasonable endeavours to obtain compensation for the claims which are pursued, but make no representation or warranty that compensation will be obtained or is in any way guaranteed.
- c. Promptly notify you if we decide not to pursue your claim.
- d. Promptly notify you of the outcome of the claim.
- e. Preserve confidentiality, including your personal information, save as expressly or implicitly authorised to the contrary including where disclosure is made at your request or with your consent in relation to pursuing the claim or where otherwise required by law.

6. Complaints

TMCB will investigate complaints in accordance with the internal complaints procedure available on the website www.themortgageclaimsbureau.com, a copy of which can be issued upon request and upon receipt of a complaint.

7. Law and Jurisdiction

The law applicable to this contract shall be the law of England and Wales and the parties consent to the jurisdiction of the English courts in all matters affecting this contract.

DECLARATION: I have read, understood and agree to the above terms and conditions				
Applicant 1 name:				
Applicant 1 signature:				
Date:				
Applicant 2 name:				
Applicant 2 signature:				
Date:				



To Whom It May Concern

1. Authorisation to The Mortgage Claims Bureau Ltd

I/We authorise The Mortgage Claims Bureau Ltdto act on my/our behalf in pursuing my/our claim, as my/our claims intermediary, in respect of advice received from and/or sales made by the company and any other account I/we hold or have held with the company.

I/We give The Mortgage Claims Bureau Ltd full authority to refer the complaint to the Financial O m b u d s m a Service or Financial Services Compensation Scheme if this is believed to be in my/our best interest.

2. Instructions to the company

Please take this letter as my/our instruction to you the company to deal directly with The Mortgage Claims Bureau Ltd, as my/our claims intermediary, in respect of the complaint and to provide them with any information they request either verbally or in any other media format that they require to pursue my/our complaint. As of the date I/we have signed this letter of authority, I/we do not wish to receive any correspondence from the company in relation to our complaint.

3. Compensation

You should pay any compensation monies that are due to me/us direct to The Mortgage Claims Bureau Ltd and not to me/us. Such monies will promptly be paid to me/us by The Mortgage Claims Bureau Ltd less their fee for the services carried out by them. I/We have received details of any fees payable contained within the terms of instruction.

1st Mortgage Holder

Mr/Mrs/Miss/Ms/Title	Date of birth
First Names	
Commence	
Surname	
Address	
Date	
Date	
	uction detailed overleaf and agree to be
bound by their content.	
Signature	

I/We understand that if the finance provider uses my/our compensation monies to reduce an outstanding debt balance, the total fee will still be payable to The Mortgage Claims Bureau Ltd.

4. Instructions to third parties

In the event that you need to contact a third party to progress my/our claim I/we give my/our authority and consent for the third party to provide the company and The Mortgage Claims Bureau Ltd with any information they request and may require to pursue my/our claim.

5. Route of Complaint

I/We acknowledge that I/we could pursue this complaint against the company myself/ourselves or via the Financial Ombudsman Service (or the Financial Services Compensation Scheme in the event your provider is in default) without the involvement of The Mortgage Claims Bureau Ltd or any of its agents, but that I/we have instead opted to engage The Mortgage Claims Bureau Ltdless their fee for the services carried out by them. I/we have received details of any fees payable contained within our terms of instruction.

6. Declaration of Truth

I/We confirm that the information given in this letter is to the best of my/our knowledge an accurate and truthful reflection of my/our circumstances.

Mr/Mrs/Miss/Ms/Title	Date of birth
First Names	
Surname	
Address	
Date	
I have read the Terms of Instr bound by their content.	ruction detailed overleaf and agree to be
Signature	



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Mr/Mrs/Miss/Ms/Title	Date of birth
First Names	
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I have read the Terms of Instructio to be bound by their content.	n detailed overleaf and agree
Signature	

First Names		
Surname		
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- Date		
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1st Mortgage Holder

First Names				
Surname				
<u>Janname</u>				
Address				
Date				
I have read th	e Terms of Instruct	tion dotailos	l quartant and a	aroo to bo
bound by thei		lion detalled	i overiear and a	gree to be
Signature				
Jibilatule				

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Ar/Mrs/Miss/Ms/Title	Date of birth
First Names	
Surname	
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Jate	
I have read the Terms of Instruction bound by their content.	n detailed overleaf and agree to be
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3. Compensation

You should pay any compensation monies that are due to me/us direct to The Mortgage Claims Bureau Ltd and not to me/us. Such monies will promptly be paid to me/us by The Mortgage Claims Bureau Ltd less their fee for the services carried out by them. I/We have received details of any fees payable contained within the terms of instruction.

1st Mortgage Holder

Mr/Mrs/Miss/Ms/Title	Date of birth
First Names	
Surname	
Address	
Date	
I have read the Terms of Instructio	n detailed overleaf and agree to be boun
by their content.	
Signature	

I/We understand that if the finance provider uses my/our compensation monies to reduce an outstanding debt balance, the total fee will still be payable to The Mortgage Claims Bureau Ltd.

4. Instructions to third parties

In the event that you need to contact a third party to progress my/our claim I/we give my/our authority and consent for the third party to provide the company and The Mortgage Claims Bureau Ltd with any information they request and may require to pursue my/our claim.

5. Route of Complaint

I/We acknowledge that I/we could pursue this complaint against the company myself/ourselves or via the Financial Ombudsman Service (or the Financial Services Compensation Scheme in the event your provider is in default) without the involvement of The Mortgage Claims Bureau Ltd or any of its agents, but that I/we have instead opted to engage The Mortgage Claims Bureau Ltdless their fee for the services carried out by them. I/we have received details of any fees payable contained within our terms of instruction.

6. Declaration of Truth

I/We confirm that the information given in this letter is to the best of my/our knowledge an accurate and truthful reflection of my/our circumstances.

Mr/Mrs/Miss/Ms/Title	Date of birth
First Names	
Surname	
Address	
Date	
I have read the Terms of Instruct by their content.	tion detailed overleaf and agree to be bou
Signature	