

# LEWIS WATERMAN



## Claim on all Loans and Credit Cards in the last **10 years**

Thank you for contacting Lewis Waterman. Once we have received your completed forms we will be able to begin the process of reclaiming any mis-sold Payment Protection Insurance.

Follow these easy steps to begin your claim:

**Terms and Conditions** – Read and sign the Terms and Conditions. Please ensure your partner signs if the accounts are in joint names. Please return one copy to us and keep the other copy for your own records.

**PPI Claim Form** – Please tick one or more of the boxes which best describe how your Payment Protection Insurance was sold to you. This will help us to decide whether you have a valid reason for making a claim. Please note we will require a different form for each card or loan you wish to claim on.

**Loan Documents/ Statements-** Please forward all relevant paperwork in your possession to assist us to progress your claim.

**Personal Details** – Please complete your contact details together with any other information you feel is relevant to your case and return to us.

**Call us** - Call us on 0800 731 0270, if you have any further questions or need help completing these forms.

**Please send all the completed paperwork to:**

Lewis Waterman  
26 Harmer Street  
Gravesend  
Kent  
DA12 2AX

# LEWIS WATERMAN



## Personal Details

Please complete the following and return to us:

Your Name(s).....

Your Home Telephone Number.....

Mobile Number.....

E-mail.....

Date of Birth..... Date of Birth.....

Address.....

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Anything else you wish to tell us about.....

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# LEWIS WATERMAN



**Lewis Waterman 'NO WIN NO FEE' Agreement and Terms and Conditions**  
**This agreement is a legally binding contract between:**

**Name(s):** .....

**Address:** .....

.....  
 and Lewis Waterman Ltd. This agreement relates to your claim(s) for reimbursement of Mis-Sold PPI, (Payment Protection Insurance) applied to credit Agreement(s).

**Payment and Cost to You:**

Our arrangement is on a strictly 'no win, no fee' basis.  
 If your claim is successful you will pay us 10% plus VAT of the total financial benefit recovered or paid as a result of the claim. This may be a refund of charges, debt reduction, monies off set against arrears or any other monies recovered following acceptance of this agreement.  
 If your claim is unsuccessful we will not charge you for our service.  
 Lewis Waterman Ltd will endeavour to recover all monies owed and forward payment to you, minus our fee, within 7 days. Examples of our fee:

Example A:		Example B:		Example C:	
All compensation is "cash in hand"		Compensation includes "cash in hand" award with loan and future instalment reduction		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 is	£3000	Loan reduction	£2000	Loan reduction	£3000
Fee charged at 10%	£300	Of which cash is	£1000	Of which cash is	£0
VAT @ 20%	£60	Fee charged at 10%	£300	Fee charged at 10%	£300
Total Fee	£360	VAT @ 20%	£60	VAT @ 20%	£60
Consumer receives	£2640	Total Fee	£360	Total Fee	£360
(and no reduction in loan as it is already paid in full)		Consumer receives	£640	Consumer pays	£360
		(and a reduction of £2000 in future loan instalments)		(and a reduction of £3000 in their outstanding loan)	

**Your Responsibility**

Instruct us clearly allowing us to conduct our work on your behalf properly.  
 You must not give us deliberately misleading information or ask us to work in an improper way.  
 You must provide us with all loan documents and statements, if available, prior to commencing the claim(s).  
 You must co-operate with us fully and pay the cost mentioned under 'Payment and Cost to You' in this agreement.  
 Forward to us any mail, received from your bank, relating to the claim we are making on your behalf.  
 If the finance company pays you direct or offsets the amount of your compensation on your account, you agree to pay our fee within 7 days. We will invoice you for this amount.

**Our Responsibility**

We must always act in your best interest in pursuing your claim(s) and obtaining for you the best possible result.  
 This agreement will end if court action becomes necessary or if your case is referred to our Solicitors for further action.  
 Lewis Waterman Ltd makes no representation or warranty to you that compensation will be obtained or is in any way guaranteed.  
 Protect your personal information and not disclose any personal details to any other third party, other than those you have authorised us, without your prior permission. We are registered with the Information Commissioners Office. Data Protection No Z9959639.  
 Conduct work on your behalf within a reasonable timescale.  
 Fully explain the risks and benefits whilst giving you our best advice.

**Cancellation**

We may cancel this agreement at any time if we feel the claim is likely to be unsuccessful, if the client is declared bankrupt or if the client fails to follow any of our recommendations whilst pursuing the claim(s).  
 The client can cancel this agreement within 14 days of signing without cost or penalty. The client can cancel at any time after 14 days without cost or penalty. Cancellation by either party must be made in writing. The client has the right at any time to seek further advice regarding this claim(s).

**Complaints**

If you wish to make a complaint about any aspect of our service you may do so by writing to Lewis Waterman, Customer Service, 26 Harmer Street, Gravesend, Kent, DA12 2AX. A copy of our Internal Complaints procedure is available on request.

**Declaration**

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point please ask for further information. I/we agree to these terms and conditions. By signing I/ We wish to confirm that Lewis Waterman Ltd is instructed to act on my/our behalf in this matter and that I/we accept responsibility for all answers and statements given to Lewis Waterman in regard to this claim(s). I/we also confirm that all documents in my/our possession relating to the claim(s) have been forwarded to Lewis Waterman.

This agreement is a legally binding contract and subject to English Law. All parties consent to the jurisdiction of the English Courts in all matters affecting this contract.

Signed (both parties).....

Print Name(s).....

Date.....

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You must co-operate with us fully and pay the cost mentioned under 'Payment and Cost to You' in this agreement.

Forward to us any mail, received from your bank, relating to the claim we are making on your behalf.

If the finance company pays you direct or offsets the amount of your compensation on your account, you agree to pay our fee within 7 days. We will invoice you for this amount.

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This agreement will end if court action becomes necessary or if your case is referred to our Solicitors for further action.

Lewis Waterman Ltd makes no representation or warranty to you that compensation will be obtained or is in any way guaranteed.

Protect your personal information and not disclose any personal details to any other third party, other than those you have authorised us, without your prior permission. We are registered with the Information Commissioners Office. Data Protection No Z9959639.

Conduct work on your behalf within a reasonable timescale.

Fully explain the risks and benefits whilst giving you our best advice.

### Cancellation

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## Frequently Asked Questions

**Why can I claim?** The Financial Services Authority (FSA) has recently fined a number of high street banks and lenders because of mis-selling Payment Protection Insurance (PPI). This means that if you have taken out a loan which had PPI included there is a good chance you could get all your money back.

**I am not sure if I had PPI with my loan/Card?** Most loans taken out in the last 6 years included some form of PPI.

**How much can I claim?** The amount you can claim will vary depending on the original loan amount you borrowed. We will claim back the premium paid, plus any interest charged on the premium, plus an additional 8% interest.

**Can I make more than one claim?** Yes - you can claim on every Credit Card and Loan you have had in the last 10 years.

**How long will the claim take?** Under normal circumstances, once the complaint has been acknowledged by the creditor, Mis-Sold PPI claims can take 8-12 weeks to resolve. If the complaint is not upheld and you choose to escalate it to the Financial Ombudsman Service it could take in excess of 1 year to be resolved.

**Do you charge any upfront fees?** No, we do not charge you any upfront fees.

**Will I have to pay any fees if my claim is unsuccessful?** No, our agreement is strictly 'no win, no fee'. If your case is unsuccessful you will not owe us a penny and our agreement will be terminated.

**How much do you charge for your service?** If your claim is successful you will pay us 10% plus VAT of the total financial benefit recovered, or paid, as a result of the claim. This may be a refund of charges, debt reduction, monies offset against arrears or any other monies recovered following acceptance of our agreement.

**Can I still Claim if I can't find my Original Credit Agreement(s)?** Yes, all we need is the Loan or Credit Card Account number. The Creditor will then provide us with all the other documents needed to pursue the claim. However it is important for you to be sure your loan or card has PPI on it before sending it to us.

**My loan has been paid off, can I still claim?** Yes, you can claim on all Loans and Credit Cards which have been settled.

**Will it affect my Credit Rating?** No, however, it is important for you to continue to make your usual monthly payments while your claim is processed. If you miss payments and your claim is unsuccessful the agreement will be in default and will show adversely on your Credit Reference File.

**Can I still Claim if I am using a Debt Management Company or if my account(s) are in arrears?** Yes, you can claim for any credit agreement regardless of whether you are experiencing financial difficulties. Our fees are still payable if the creditor(s) offset any successful claim against the arrears on the account(s).

**Can I claim back Mis-Sold PPI on my own?** Yes you can. If you phone our claim line on, 0800 328 8308, we will be happy to advise you further on how to do this. Most people who use our service do so because they do not have the time to negotiate directly with their bank. Please note: You will not get a more favourable outcome by using our service.

**Is Lewis Waterman a regulated Company?** Lewis Waterman Limited is regulated by the Ministry of Justice in respect of regulated claims management activities. Our registration number is CRM6697. This can be verified by visiting [www.claimsregulation.gov.uk](http://www.claimsregulation.gov.uk).

### Important Note about the Procedure and what we do

- We send you out a claims pack which you complete and return to us.
- We assess the potential claim. It is also important to forward loan documents or card statements to us.
- We may ask you to provide additional information or ask you to complete a questionnaire.
- We contact the creditor(s) to progress the claim.
- We will update you regularly either by post / email or telephone or please feel free to contact us at any time.
- When we receive a final response we will contact you with the details.
- If the claim is declined you may be able to escalate it to the financial Ombudsman Service. This is a free service which you can do by yourself by cancelling our agreement, at no cost to you, or we are happy to continue to represent you through this process, our normal fee will apply.

# LEWIS WATERMAN



## PPI Claim Form - Declaration & Authority to Act

Please complete 1 form for each account or claim. Tick one or more of the boxes which describe how your Payment Protection Insurance (PPI) was sold to you:

- It was not explained that the PPI would not cover me for the full term of the loan.
- I was not told that back problems and stress related illness could not be claimed for.
- I was not warned that pre-existing medical conditions could affect any future claims.
- I was Self Employed or Retired at the time of signing the agreement.
- I was told I needed the PPI in order to get the loan.
- The person selling the PPI was extremely pushy and advised me to take out the cover.
- I was not even aware I had PPI. It was added without my knowledge.
- I was not asked if I already had an existing policy that would cover me for the payments.
- I was told the PPI had to be purchased there and then and could not be added later.
- I was not told the PPI was a single premium added to the loan, increasing the interest charge.
- It was not explained that I could get the same cover with another PPI provider.
- I was told the loan was 'fully protected' and given no explanation or any other details.
- I was not asked if my employer paid full or part sick pay when off of work.
- I was told I had a better chance of getting the loan if I had the PPI.

Name of PPI/ Credit Company.....

Account Number.....

### Declaration and Authority to Act

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Please accept this as my/our authority to discuss and forward any information requested concerning my/our account and any associated accounts with Lewis Waterman Ltd of 26 Harmer Street, Gravesend, DA12 2AX.

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