# Terms & conditions for your records

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

## 1. 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 check.
- We must inform you that if your claim is successful, your Payment Protection Insurance will be cancelled.

## 2. 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 opinion.
- 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 your behalf.
- 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.
- If a claim is successful and compensation is awarded, the law firm will charge you
  between 15% plus VAT (18% in total) to 30% plus VAT (36% in total) of the total
  value of each successful claim. The amount the law firm charge will depend on the
  amount of compensation you receive as set out in the Solicitors Regulation
  Authority financial products and services fee restriction as set out in the table
  below:

Band	Compensation Received		What the law firm will	Max Total Fee Payable
	Lower (£)	Upper (£)	charge you (including VAT)	(including VAT)
1	£1	£1,499	36%	£504
2	£1,500	£9,999	33.6%	£3,000
3	£10,000	£24,999	30%	£6,000
4	£25,000	£49,999	24%	£9,000
5	£50,000	N/a	18%	£12,000

For example, if you receive compensation of £1,000 from your lender, the law firm's fee will be £360 including VAT. If you receive compensation of £3,000 the fee will be £1,008 including VAT and if you receive compensation of £10,000 the fee will be £3,000 including VAT. In addition, our partner law firm will charge an Administration Fee of up to £15.00, inclusive of VAT for each Claim they submit to your Lender(s) on your behalf, unless the Success Fee and Administration Fee are together greater than the upper limit identified above. The Administration Fee is payable to cover our partner law firm's administrative costs associated with your claim, including the cost of payment processing

## 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 0SR, 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://yourclaimmatters.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

### 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 22<sup>nd</sup> August 2024.

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.yourclaimmatters.co.uk/terms-and-conditions/