

Dear

Re: Your Unauthorised Overdraft/Bank Charges Refund Claim

Thank you for choosing Ingram Toft. With an ever-increasing claim portfolio and satisfied customers, we can assure you that your claim is in safe hands.

We have enclosed for your attention the following documents:

1. Our standard Form of Authority
2. Terms and Conditions document
3. Bank charges questionnaire/ fact find document
4. Self-Addressed Envelope (No Stamp Required)

You will need to complete and return us the above documents using the prepaid envelope provided.

Once we receive your completed forms, we will initiate our claims process, write to your bank and contact you as soon as we receive an update or decision letter from your bank. You will be able to check the status of your claim by contacting us by phone or e-mail using our contact details at the bottom of this page.

We look forward to a successful outcome of your bank charges claim.

Yours sincerely,

Ingram Toft
Encs



COMPENSATION CLAIMS PACK

Bank Overdraft Charges



0800-368-7382



refunds@ingramtoft.co.uk



www.ingramtoft.co.uk

BaBank Charges Claim Form

Your name:

What is the name of your bank?

When did you open your bank account?

When was the account closed (if applicable)

Did you regularly exceed your account limit and go into unplanned overdraft? Yes
 No

Do you consider that you were in financial difficulty at the time of the charges? Yes
 No

If yes, what was your total monthly income and total monthly expenditure at the time?

Monthly income:

Monthly Expenditure:

Did you have any outstanding debts at the time when your bank charged you fees? Yes
 No

If yes, please name some of the companies/lenders you were indebted to:

.....
.....

Did the bank charges put you in further financial difficulty? Yes
 No

Were you unable to pay your priority bills because of bank charges? Yes
 No

If yes, what bills did you struggle to pay? Please tick as appropriate:

Gas Electricity Mortgage Rent Food Transportation

Others (please specify)

.....

Did you have a shortfall in your income/insufficient money for your essential expenses because you had to quickly repay bank charges to avoid additional/daily/mounting fees?
Yes No

Please give an estimate of the amount you were charged each time you went over the limit on your account

£5 £10 £20 £30 More than £30

Did your bank add a daily fee to your charges when you were unable to repay the charges on time?

Yes No

Please give an estimate of the total amount you have you paid in charges over the years

£100 - £200 £200 - 500 £500 - £1000 More than £1000

At the time, did you regularly have failed direct debits? Yes No

How many failed direct debits did you have per month?

Did the charges your bank deducted from your account push your bank account into overdraft?

Yes No

Were you already overdrawn at the time when your bank charged you unplanned overdraft fees?

Yes No

Did you inform your bank of your financial difficulties? If so, what was their reaction?

Yes No

Were your payments regularly getting returned unpaid because you didn't have enough money in

your account? Yes No

Were you stuck in a cycle of charges you couldn't break out of? Yes No

Did your account go into debt collection as a result of unpaid bank charges? Yes No

Did you have to close your bank account because you could not cope with the bank charges?

Yes No

Please use the space below for anything else you would like to explain about your financial difficulties and circumstances at the time when you incurred these charges:

Letter of Authority



Bank Statements/Bank Account Information Request

Guidance Notes

Please write clearly in the white spaces with capital letters or cross the boxes. Once complete please return in the stamped envelope provided

1 Your details - Ref:

| | | | | |
|----------------------|----------------------|----------------------|----------------------|----------------------|
| Title | First Name | Initials | Last Name | DOB (DD/MM/YYYY) |
| <input type="text"/> |

| | |
|----------------------|----------------------------|
| Best Contact Number | Alternative Contact Number |
| <input type="text"/> | <input type="text"/> |

----- 2nd Applicant (only complete if joint account) -----

| | | | | |
|----------------------|----------------------|----------------------|----------------------|----------------------|
| Title | First Name | Initials | Last Name | DOB (DD/MM/YYYY) |
| <input type="text"/> |

2 Your Address

| |
|----------------------|
| Address Line 1 |
| <input type="text"/> |
| Address Line 2 |
| <input type="text"/> |
| Town |
| <input type="text"/> |
| County |
| <input type="text"/> |
| Postcode |
| <input type="text"/> |

Previous Address (if moved in the last few years)

| |
|----------------------|
| <input type="text"/> |

Name of Bank

Sort Code:

Account No:

Please tick the relevant bank

I/We authorise Ingram Toft to submit a subject Access Request on my/our behalf for copies of my/our bank statements and account information in relation to bank accounts I/we have held with yourselves in the last six years. Please take this letter as my/our instruction to you to deal directly and exclusively with Ingram Toft in respect of this request made under the Data Protection Act 2018 and all other relevant law, rules and codes of practice.

I/we give consent and request that you comply with the data subject access request they make on my/our behalf limited to their request for information specifically relating to my bank account number/sort code/ account type/bank statements.

I further authorise and request that the information/statements requested be sent to my representatives, Ingram Toft, at Chambers Business Centre, Chapel Road, Oldham, OL84QQ. Telephone: 0161 639 0205.

Ingram Toft is a trading name of LS Claims Ltd which is regulated by the Financial Conduct Authority in respect of Regulated Claims Management activities (No: 831386). ICO No: ZA096389 Registered Office:13th Floor ,Piccadilly Plaza,Manchester, M1 4BT. Vat No: 287011704

5 Your Signature(s)

Name:

Sign Here:

Date:

Name:

Sign Here:

Date:



Letter of Authority

1 Your details - Ref:

| | | | | |
|----------------------|----------------------|----------------------------|----------------------|----------------------|
| Title | First Name | Initials | Last Name | DOB (DD/MM/YYYY) |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Best Contact Number | | Alternative Contact Number | | |
| <input type="text"/> | | <input type="text"/> | | |

----- 2nd Applicant (only complete if joint account) -----

| | | | | |
|----------------------|----------------------|----------------------|----------------------|----------------------|
| Title | First Name | Initials | Last Name | DOB (DD/MM/YYYY) |
| <input type="text"/> |

2 Your Address

| | |
|--|---|
| Address Line 1 <input type="text"/> | Previous Address (if moved in the last few years) <input type="text"/> |
| Address Line 2 <input type="text"/> | |
| Town <input type="text"/> | |
| County <input type="text"/> | |
| Postcode <input type="text"/> | |

3 Your Claim

| | | |
|--------------------------------|-----------------------|------------------|
| Bank/Financial Provider | Account Number | Sort Code |
|--------------------------------|-----------------------|------------------|

To whom it may concern

As provided for under DISP2.7.2 R of the FCA Handbook, which states that "A complaint may be brought on behalf of an eligible complainant, or a deceased person who would have been an eligible complainant, by a person authorised by the eligible complainant or authorised by law". I hereby appoint and authorise Ingram Toft to act on my behalf to seek compensation in respect of my/our Bank Charges/ unauthorised overdraft fee complaint.

I/We confirm that I/we have lawfully contracted with Ingram Toft and authorise you to comply with any request for information that may be made, whether by telephone or in writing (including e-mail). This authority will endure until further notice.

I/We confirm that I/we have legally contracted Ingram Toft and have expressly consented that all communications and payments be paid directly to Ingram Toft which will then be forwarded to me/us. I confirm that Ingram Toft have full delegated authority to act on my behalf and settle my claim without further reverting to myself. This instruction relates specifically to claims raised with regards to my Bank Charges/ unauthorised overdraft fee complaint.

I/We confirm acceptance of this agreement and Charge Claims terms and conditions. I/We hereby advise that wilful failure by the third party to follow my/our express instructions with regard to dealing with Ingram Toft, whom I/we have contracted with, may render such third party liable to legal recourse for procuring/ inducing a breach of contract; restraint of trade; breaches of the Competition Act 1988, the Enterprise Act 2002 and Articles 81 & 82 of the EC Treaty.

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4 Your Signature(s)

| | |
|---|---|
| <input type="text"/> | <input type="text"/> |
| Main Applicant Date: <input type="text"/> | 2nd Applicant Date: <input type="text"/> |



Terms and Conditions

This agreement is a legally binding contract between you and Ingram Toft.
In signing this Agreement, you are agreeing to be bound by it.

We, your instructed representatives: Ingram Toft

You, the client:

Address:

1. What Ingram Toft will do for you:

- We will assess your claim and, if appropriate, pursue on your behalf, a claim for the recovery of your Unauthorised overdraft fee/Bank Account charges from your bank.
- We will deal with all aspects of your claim, including correspondence with relevant companies and/or institutions and all negotiations. We may subsequently require you to sign further documentation to facilitate this. We will let you know if and when the need arises.
- We will inform you of all offers of settlement that we receive, evaluate them and advise you in writing whether we consider it to be in your interest to accept or to reject.
- If necessary, we will pursue your claim through the Health Ombudsman Service at no further cost to you.
- If the payment is made directly to you, we will forward an Invoice to be satisfied by you within seven days.
- We will always act in your best interests in pursuing your claim and obtaining for you the best results reasonably obtained.

2. What Ingram Toft will NOT do:

- We will NOT advise you to pursue a claim that in our opinion has no realistic chance of success, and we reserve the right to cancel this agreement if we form this opinion.
- We will NOT advise you to accept an offer that we consider inadequate or to reject an offer that we consider to be reasonable, and we reserve the right to cancel this agreement if you wish to accept an offer of payment that we consider inadequate or to reject an offer that we consider to be reasonable.
- We will NOT accept an offer of payment on your behalf without your agreement.
- We will NOT take your case to Court although we will advise you if we think you should.

3. What we expect from you:

- To provide us promptly with all relevant information we request to enable us to pursue your claim.
- To provide us with clear instructions.
- To cooperate with us.
- Not to mislead us or ask us to work in an improper or unreasonable way.
- To provide us with the exclusive authority (excluding even yourself).
 - a) To pursue your claim.
 - b) To enter on your behalf into correspondence and negotiations,
 - c) To receive, process and give valid receipt of any award made,
- If a cheque in payment of your awarded is sent directly to you or If payment is made directly into your bank account, we will forward an invoice to be satisfied within seven days.

4. **Our Fees:**

- Any further charges for us to pursue your claim have been deferred until completion of the claim and are only payable if we are successful. Our fees are 25% + VAT. Any administration fee that you have paid will be deducted from this amount.
- If no financial benefit is received, you pay us nothing.
- Financial benefit includes any, compensation; or other forms of redress.

5. **Cancelling this Agreement**

- We can cancel this Agreement at any time, and no further fee will be payable by you, providing we advise that your claim is unlikely to succeed, and you have fulfilled your obligations set out in section 3.
- Should you cancel this agreement and an offer or payment is made, we will look to enforce our charges of 25% + VAT
- Should you cancel this agreement and no offer or settlement have been made, we reserve the right to charge you our reasonable costs for the running of your claim up to the point at which you informed us you would like to cancel.

6. **Data Protection:**

We will control and process your personal information in accordance with the Data Protection Act 1998. We will use the personal information that you provide to assess your claim and carry out our duties to you pursuant of this Agreement. We may disclose your personal information to other companies should the need arise during the process of your claim. We will also use your personal information for administrative, accounting, monitoring, research and marketing purposes; statistical analysis; security vetting and client services. By providing your personal information to us, you expressly authorise us to process that information for the purposes set out in this paragraph. You can at any time request from us a copy of all information that we have regarding you (for which we may charge a fee of £10.00) and correct any inaccuracies in it. If you provide information about us to another party, you confirm that such party authorised you to do so and consents to our processing that personal information.

7. Client Declaration:

I/We confirm that I/We have read and understood the above terms and conditions and by signing below confirm acceptance of the terms and conditions of this Agreement with Ingram Toft and authorise them to act on my/our behalf. I/We confirm that I/We have read and understood the Data Protection Statement at paragraph 6 above.

8. Ingram Toft is a trading name of LS claims Ltd which is Regulated by the Financial Conduct Authority in respect of Regulated Claims Management activities (Permission no: 831386). ICO No: ZA096389 Registered Office:13th Floor, Piccadilly Plaza, Manchester, M1 4BT. Vat No: 287011704

If you do not understand any part of this agreement or have any questions relating to it, please contact us using the address above or by calling 0161 639 0205.

| | | |
|-------------------------|--|---------------|
| PLEASE SIGN HERE | Print Name: On behalf of Ingram Toft | Dated: |
| | CLIENT(S) TO SIGN | |
| | Please tick the box to confirm that you understood this Agreement: <input type="checkbox"/> | |
| | 1st Signature _____ | |
| | Print Name _____ | |
| | Date _____ | |

Summary Document

| | |
|---|---|
| Services | <p>We are providing you with claims management services and assisting you in pursuing a claim against your lender in relation to irresponsible lending, or the mis-sale of financial products.</p> <p>We will only pursue a claim where we believe that there are merits in relation to your claim. You would need to provide us with details and forms of authority in order for us to obtain relevant information from third parties on your power.</p> <p>Where we identify a valid claim, we will provide you with details of the basis of the complaint and submit the complaints to the third party. If the complaint is rejected, we will provide you with assistance in pursuing the matter to a financial ombudsman in the event that you wish to do so.</p> |
| Claim Steps | <p>In order to start the claim process, you would need to complete the form of authority and sign the terms and conditions. As mentioned above, we would require a completed form of authority. We will update you in relation to your claim at least once every three months. If in the interim period you require any further information, please do not hesitate to contact us, and we will provide you with an update as often as you request.</p> |
| Complaints | <p>Please note that you have the right to make this complaint yourself directly with the lender.</p> |
| Fees | <p>The fees, we charge 25% plus VAT in relation to the claim. This 25%, for example, if we recover 1000 pounds for you, then our fees would be 300 pounds all inclusive, leaving you with a thousand pounds. If we recovered 3000 pounds for you, then our fees would be 25% plus VAT, which comes to, 900 pounds. Speaker 1:</p> <p>If we recovered for you 10,000 pounds, then our fees would be 3000 pounds inclusive of VAT. Please note that this is an illustration and not to be taken as an estimate of the amount you are likely to receive, or that is likely to be recovered for you.</p> |
| Cancellation | <p>You have the right to cancel this agreement within 14 days with no penalty. If you cancel it after the 14 day period, then we reserve the right to charge the cost of work done up until the time of cancellation.</p> |
| Statutory Ombudsman/ Compensation Scheme/ADR | <p>Please note you have the right to make this claim directly with the lender or with the financial ombudsman service without incurring a fee. You do not have to use the services of a CMC in order to pursue this claim. Using CMC does, however, save you the time of pursuing the process yourself. And the use of experts in the field can only serve to help your case.</p> |