

# JSK CLAIMS

Compensation Specialists

## **Re. Getting Back Mortgage Arrears Charges**

Dear Sir/Madam

Thank you for choosing JSK Claims to help you get back your hard earned money back from your bank/building society. We will battle hard to fight on your behalf and will do our very best to try and secure compensation.

Banks and Building Societies have a habit of hitting us when we are down. The charges they can impose on late repayments such as mortgage arrears are extremely high and unfair. In fact, these charges can add up very quickly and we have always argued that it cannot possibly be fair to charge someone £30.00 to £40.00 simply to confirm that you are late with your repayment.

By choosing our services you have made the first step in helping us help you get your money back. Our **10% no win no fee** service is the cheapest around and we are committed to working hard to get back your money. We do **not** charge VAT. There are no upfront fees or any hidden charges. If we do not get you any money then you pay us nothing.

In order to help us get started on your claim simply complete the enclosed forms. The **letter of authority** and **client agreement** will enable us to act on your behalf and you can provide your mortgage details on the simple **questionnaire**. We do not need anything else from you so you can sit back and wait for us to do the work and fight for your payout!

We are regulated by the Ministry of Justice and your information will remain confidential and will not be passed to any third party without your consent so do not worry. We will keep you fully informed at all times as to how we are progressing with your claim and if we are successful then you can expect some compensation.

Please complete the forms and send them to the address below. We will work on your claim straightaway. If you wish to discuss anything then please do not hesitate to contact us.

Looking forward to fighting on your behalf.

Yours Sincerely

JSK CLAIMS

**LETTER OF AUTHORITY**

To Whom It May Concern:

I/We hereby authorise JSK CLAIMS to act for me in respect of my complaint.

I/We authorise JSK CLAIMS to obtain information from any party while it is considering this matter as my representative.

Please assist JSK CLAIMS with its enquiries & furnish it on request with copies of any documentation it considers necessary to conclude the matter satisfactorily on my behalf.

I/We particularly request that you accept a photocopied version of this letter as authentic, enabling JSK CLAIMS to keep the original on file and copy it, if needed by other firms.

I/We most particularly request that any telephone discussions, emails or correspondence concerning my case, should be directly with JSK CLAIMS as my representative.

Full Name .....

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

Date .....

Address .....  
.....

***(If account in Joint names)***

Full Name .....

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

Date .....

Address .....  
.....

## **YOUR CONTACT DETAILS**

**Name** .....

**Address** .....

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**Email Address** .....

**Telephone numbers: Home**..... **Work** ..... **Mobile** .....

**Best Times to Call** ..... .....

## **MORTGAGE EXIT FEES**

1. Name of Building Society/ Bank .....
2. Mortgage Account Number.....
3. Date Mortgage Exit Fee Paid .....
4. How Much Were You Charged? £.....

Please give us any other information or details which you think may assist us with your claim.

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**MORTGAGE EXIT FEE CLIENT AGREEMENT**

1. I hereby authorise JSK CLAIMS to act on my behalf with the aim of obtaining compensation for penalty charges my bank/loan company/building society has applied for mortgage exit fee.
2. If the complaint is upheld and I am offered compensation, JSK CLAIMS will charge 10% (inclusive of VAT) of the total compensation awarded.
3. If JSK CLAIMS fail to obtain any compensation on my behalf then I will not be charged anything.
4. Once an offer of compensation is made, JSK CLAIMS will inform me of the offer and will not accept the offer unless I give them permission to do so
5. If, after JSK CLAIMS has received my instructions to carry out work on my behalf, I receive details of any offer of compensation directly from the bank/loan company/building society then I shall inform JSK CLAIMS within 7 days of the date of the offer letter.
6. JSK CLAIMS may have to pay a Data Protection fee of £10.00 to obtain any relevant documents from the bank/loan company/building society. If my claim is unsuccessful I shall not be obliged to refund this small sum. If my claim is successful then JSK CLAIMS will be entitled to deduct the £10.00 fee from my winnings.
7. JSK CLAIMS reserves the right to cancel this agreement if at any time we do not think your claim is likely to succeed.

**I accept the terms and conditions which are attached to this agreement.**

*(JSK Claims is regulated by the Ministry of Justice in respect of regulated claims management activities.)*

Name.....

Signature .....

Date .....

## **TERMS AND CONDITIONS**

1. JSK Claims are instructed to act as my/our representative to recover the charges imposed by my loan company/building society on Mortgage Exit Fee.

I/We agree that no agency other than JSK Claims is currently acting for me/us in the recovery of these charges. I/we agree that JSK Claims are appointed as my/our sole representative in this matter.

2. Should direct communication regarding this matter (including letters, telephone calls, or in person conversations with the bank/loan company/building society) be entered into with the bank/loan company/building society I/we will report this to JSK Claims within 3 working days from receipt and forward all relevant documentation directly to JSK Claims.
3. JSK Claims will submit all necessary correspondence to the bank/loan company/building society and negotiate with it for the recovery of my/our money. I/We shall not enter into any negotiations with the bank/loan company/building society unless agreed in advance with JSK Claims.
4. I/We understand that should I/we provide any information to JSK Claims which is untrue or misleading that results in an unsuccessful claim that I/we will be liable for all fees and disbursements which will be payable immediately upon receipt of an invoice submitted by JSK Claims.
5. The fee payable to JSK Claims is 10% (inclusive of VAT) of the compensation recovered. I/We agree that all monies recovered from the bank/loan company/building society shall be paid directly to JSK Claims should the bank so allow.

JSK Claims are authorised by me/us to deduct from the amount recovered from the bank/loan company/building society their 10% success fee before they forward the balance to me/us. JSK Claims will provide a receipted invoice with the settlement to illustrate the amount(s) paid to them.

6. In the event that the bank/loan company/building society pays the settlement directly to me/us or if they reduce any of our debit balances by the settlement amount, then I/we will be liable to pay JSK Claims fee of 10% of the compensation directly to JSK Claims.

I/we agree to notify JSK Claims of any settlement received from the bank/loan company/building society within 7 days of receipt.

- a. JSK Claims will issue an invoice for their services which will be payable within 14 days of its issue date.
  - b. I/We agree not to accept any settlement that is communicated directly to me/us by the bank/loan company/building society company without the consent of JSK Claims.
  - c. Should JSK Claims be unable to recover any of my charges then no fee will be charged.
7. JSK Claims may terminate this agreement at any time if it feels that there are no merits in pursuing my/our claim.

8. I/We can withdraw our instructions for JSK Claims to act on my/our behalf by providing written notice within 14 days of signing the agreement. There will be no charge.
9. If I/We choose to withdraw our instructions for JSK Claims to act on my/our behalf after the expiry of the 14 day period then I/We will be liable to pay JSK Claims admin fee of £ 250/-.
10. I/We understand that JSK Claims cannot disclose our personal information to anyone else. To this end I/we will be asked to provide security information and agree not to allow a third party to have access to this information.

This agreement is covered by the Jurisdiction of English law and the Courts of England and Wales.