Mis-sold Packaged Bank Account Claim Pack Please check and sign where highlighted



Customer Name (s)	<u>Title</u>	Mr	<u>Forename</u>	Test	<u>Surname</u>	Test
	<u>Title</u>		<u>Forename</u>		<u>Surname</u>	
Customer Name – At the time of using	<u>Title</u>		<u>Forename</u>		<u>Surname</u>	
the account (If different)	<u>Title</u>		<u>Forename</u>		<u>Surname</u>	
Is/Was this Account in Joint Names?	No					
Your Address:			Current Addre	ess:	Address w	hen Account was active (If different):
House Number / Name	522					
Street Name						
Locality						
City / Town						
County						
Post Code	BL8 4E	IJ				
Home Telephone Number						
Mobile Number						
Email Address						
Date of Birth						
Account Provider	HSBC I	Bank Plc				
Monthly Account Charge (approximate)	£13.00)				
Account Start Date (approx)	08/01,	/2010		Account End D	ate (approx)	Ongoing
Is the Account in Arrears, Debt Management or IVA? (Please detail)	No					
Account Number & Sort Code:						
Money Active System Reference:	PBA00	198387				
	•					

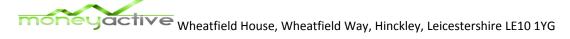
You should only sign these documents if you have read and agree to the content.

You Have:

- 1. The right to cancel this agreement without any charge within 14 days of signing this agreement.
- 2. The right to shop around or seek further advice.
- 3. The right to complain to the lender/broker yourself and if not satisfied with their final response to refer to the Financial Ombudsman Ser vice scheme without the expert help and guidance of Money Active.
- 4. Considered whether you have alternative mechanisms for pursuing a claim e.g. legal expenses insurance.
- 5. Read and understood our service charges for a successful claim, as a percentage and also an example in pounds.
- 6. **Regarding No Win No Fee:** Understood that unless you cancel the contract after the 14 day cooling off period you shall not pay any fee if an offer of compensation is not achieved.

Signature	Joint Signature (If Applicable)	
Date	Date	

Money Active Ltd is Regulated by the Claims Management Regulator in respect of regulated claims management activities. CRM32050



Any Queries? - Just ask... Call 01455 530 034 or Email info@money-active.co.uk or the US 07860021935

Mis-sold Packaged Bank Account & Payment Protection Insurance Terms of Engagement Please Read, Date and Sign below.

'I/We' and 'the Client' means the client(s) whose signature appears afoot of these terms and conditions 'Company' means Money Active Ltd.

I/We herewith appoint Money Active Ltd to act exclusively on my/our behalf as my/our representative in respect of my/our claim/s for any mis-sold Packaged Bank Account. I/We shall provide all information required by Money Active Ltd, as requested, by return. I/We shall not enter into any agreement with the Bank/Account Provider without first consulting Money Active Ltd.

Cancellation Conditions:

Money Active Ltd 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.

Money Active Ltd has the right to terminate the contract by giving written notice to you (the client), also at any time to immediately terminate the contract if the client materially breaches any term of the contract or if the client is adjudicated bankrupt. In the case of redeemable breaches the client will be afforded 28 days to remedy the breach.

In the event that you wish to terminate the contract after the statutory 14 day 'cooling off' period you may do so but Money Active Ltd reserve the right to issue a cancellation charge that reflects the work already undertaken in pursuance of your claim, calculated by hourly rate of £45 plus VAT.

If Money Active Ltd has already achieved an offer of compensation that is made in accordance with FOS guidelines the full fee is payable.

A cancellation fee would only be charged if you cancel the contract after 14 days of signing.

Cancellation of the agreement must be done by clear statement. For more information, please see our Notice of Right to cancel within the claim pack.

Law & Jurisdiction

In all matters affecting this contract the law applicable to this contract shall be English law and the parties consent to the jurisdiction of the English courts. The Company makes no representation or warranty to the Client that compensation will be obtained or is in any way guaranteed. The Company reserves the right at any time, at its discretion, to not pursue a claim for compensation and in such instances will notify the Client in writing promptly.

Compensation:

Compensation refers to the total monies offered by the Third Party (i.e. Bank/Account Provider or any other organisation associated with your claim/s) whether as compensation, as a gesture of goodwill, refund, discount or otherwise arising from any claim made by the Company on behalf of the Client for an allegedly mis-sold Packaged Bank Account and/or any offer to reduce any outstanding overdraft and/or any interest or capital recovered. Where such an offer is revised on appeal and subject to the client having not cancelled our agreement, then the higher amount shall be used in order to calculate the amount of the Compensation.

Responsibilities:

Money Active Ltd shall:

- a) Conduct ourselves in the best interest of the client in the pursuance of any potential claim against any financial institution.
- b) Afford the client with impartial advice on any risks and benefits of pursing a claim against any financial institution.
- c) Endeavour to achieve a satisfactory outcome via complaint to the lender/broker, through the Financial Ombudsman or Financial Services Compensation Scheme, as necessary. Our work is limited to reaching a settlement without court action.
- d) Advise the client on the suitability of any offer of settlement on behalf of any financial institution.

You (The Client) shall:

- a) Provide Money Active Ltd with full and accurate information and not mislead it or obstruct it in any way.
- b) Provide Money Active Ltd with all documents, including in electronic form, in his/her possession relating to / giving evidence to the claim/s
- c) Respond without delay to any request from Money Active Ltd for instructions or further information without delay.
- d) Advise Money Active Ltd of any change of address details or contact telephone numbers immediately.
- e) Advise Money Active Ltd immediately if the Third Party contacts the client directly regarding the claim.

Introducer Information

Money Active Ltd pay a commission to the third party that introduced you to us, equating to 50% of the total fee paid by the client. For example if you pay Money Active Ltd £200 upon completion of a successful claim, Money Active Ltd will pay the introducer £100.

We will provide updates on the progress of your claim to any third party which introduced you to us. We will not give them specific information relating to your claim, and will only give them general information about the progress of your claim, and confirmation of any compensation amount you receive. By entering into this agreement you give consent to us to process your Personal Information in this way in so far as is necessary for us to perform our obligations to the third party.

Money Active Ltd - Terms of Engagement - Page One

Payment & Our Fees:

Money Active Ltd will strive to recover all monies owed and undertake to forward any payment from our bank to you, the client, within 7 days from the date received, subject to the agreed fee of 33% plus VAT.

If you are paid the compensation directly we require that you pay our fee no later than 10 days after payment is received by you.

If based on all available evidence your offer of compensation is correct and was calculated correctly and in accordance with any Financial Conduct Authority / Financial Ombudsman Service rules or guidance and we recommend that you accept it and you choose not to accept it our fee must be paid within 20 days of our recommendation.

If you fail to pay our fee and Money Active Ltd takes steps to recover any service charges due, the Client shall pay to Money Active Ltd a recovery fee that reflects the cost of work undertaken to recover the fee, in addition to our normal fee.

You may be paid directly in cash, or a reduction to your balance may be made. If your claim relates to an account that is actively overdrawn and the lender uses redress monies to reduce your outstanding overdraft, in such cases our fee will be payable on any amount credited to the account and any cash in hand sum.

Examples of the Company's fee -

Example A: All compensation is "cash in hand"		Example B: Compensation includes "cash in hand" award with loan and future instalment reduction		Example C: Compensations is used to offset arrears consumer has on credit card or loan	
Total compensation Received by Customer:	£3,000	Total compensation Received by Customer:	£3,000	Total compensation Received by Customer:	£3,000
Loan Reduction by Lender	£0	Loan Reduction by Lender	£2,000	Arrears Reduction by Lender	£3,000
Of which cash received by Customer after Loan reduction	£3,000	Of which cash received by Customer after Loan reduction	£1,000	Of which cash received by Customer after Arrears reduction	£0
Money Active Fee charged @ 33% + VAT	£1,188	Money Active Fee charged @ 33% + VAT	£1,188	Money Active Fee charged @ 33% + VAT	£1,188
Consumer Pays Money Active	£1,188	Consumer Pays Money Active	£1,188	Consumer pays Money Active	£1,188

No Win No Fee: Unless you cancel the contract after the 14 day cooling off period you, the Client, shall not pay any fee if an offer of compensation is not achieved via complaint to the lender/broker, through the Financial Ombudsman or Financial Services Compensation Scheme and/or the Company has deemed it appropriate not to pursue a claim for compensation.

Complaints: Money Active has an internal complaints procedure, included in a separate sheet in your pack or at www.money-active.co.uk

<u>Declaration:</u> You should only sign this document if you have read it and agree to be bound by the terms and conditions.

By signing this agreement you are entering into a legally binding contract.

Customer 1	Customer 2 (If Joint Names)
Title: Mr First Name: Test	Title: First Name:
Surname: Test	Surname:
Date of Birth:	Date of Birth:
Address: 522	Address: 522
Postcode: BL8 4EJ	Postcode: BL8 4EJ

.	
Signature	Joint Signature (If Applicable)
Date:	Date:
Money Active Ltd is Regula	red by the Claims Management Regulator in respect of regulated claims management activities. CRM32050

Money Active Ltd - Terms of Engagement - Page two

Letter of Authority

Sort Codo

To whom it may concern:

many HCRC Bank Die Account number

Authorisation to Money Active – I/We hereby give authorisation to Money Active Ltd to act on my/our behalf in pu	rsuın

my/our claim/s in respect of advice received from and/or sales made by the company relating to the above and any other account_I/we hold or have held with the company.

I/We give Money Active Ltd full authority to refer the complaint to the Financial Ombudsman Service and/or Financial Services compensation Scheme if this is believed to be in my/our best interest.

I/We further consent that a copy of this agreement holds the same validity as the original and that this authority will endure until further notice.

I/We acknowledge that I/we could pursue this complaint against the company myself/ourselves without the involvement of Money Active Ltd, but that I/we have instead opted to engage Money Active whose fees will be recoverable from me/us.

I/We understand that in the result of a successful claim the features of the packaged bank account will end and that I/We will be responsible for arranging any alternative cover if required.

Instructions to the company

Please take this letter as my/our instructions to you, the company, to deal directly with Money Active Ltd 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 the complaint.

Any requests for further information or clarification must be addressed via Money Active Ltd who will communicate on my/our behalf.

<u>Declaration of Truth</u> – I/We have read and accepted the Money Active Ltd Terms of Engagement and give them full authority to make a claim on my/our behalf. I/We confirm that the information provided is in the best of my/our knowledge accurate and a truthful reflection of my/our recollections of events at the point of sale.

<u>Terms of Engagement</u> – I/We have read and accept the Money Active Ltd Terms of Engagement and give them full authority to make a claim on my/our behalf.

Customer 1	Customer 2 (If Joint Names)
Title: Mr First Name: Test	Title: First Name:
Surname: Test	Surname:
Date of Birth:	Date of Birth:
Address: 522	Address: 522
Postcode: BL8 4EJ	Postcode: BL8 4EJ

Signed	Joint Signature (if applicable)
Date:	Date:

Money Active Ltd is Regulated by the Claims Management Regulator in respect of regulated claims management activities. CRM32050

Letter of Authority

To whom it may concern:

Company:	HSBC Bank Plc	Account number:	Sort Code:	
<u>Authorisat</u>	ion to Money A	ctive – I/We hereby give	authorisation to Money Active Ltd to act on my/	our behalf in pursuing

my/our claim/s in respect of advice received from and/or sales made by the company relating to the above and any other account I/we hold or have held with the company.

I/We give Money Active Ltd full authority to refer the complaint to the Financial Ombudsman Service and/or Financial Services compensation Scheme if this is believed to be in my/our best interest.

I/We further consent that a copy of this agreement holds the same validity as the original and that this authority will endure until further notice.

I/We acknowledge that I/we could pursue this complaint against the company myself/ourselves without the involvement of Money Active Ltd, but that I/we have instead opted to engage Money Active whose fees will be recoverable from me/us.

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Terms of Engagement - I/We have read and accept the Money Active Ltd Terms of Engagement and give them full authority to make a claim on my/our behalf.

Customer 1	Customer 2 (If Joint Names)
Title: Mr First Name: Test	Title: First Name:
Surname: Test	Surname:
Date of Birth:	Date of Birth:
Address: 522	Address: 522
Postcode: BL8 4EJ	Postcode: BL8 4EJ

Signed	Joint Signature (if applicable)
Date:	Date:

Money Active Ltd is Regulated by the Claims Management Regulator in respect of regulated claims management activities. CRM32050

packaged bank account: consumer questionnaire

about this questionnaire

We need some more information from you about your packaged bank account. Your answers will help us look into your complaint more quickly – so please fill out as much of the questionnaire in as much detail as you can.

It may take you some time to go through the questionnaire and get all your facts together. But having all the information in one place should mean your case can then be assessed more quickly.

If you have any questions about complaining about a packaged bank account, please call us on 020 3069 6720. Or if you've got a more general question about the ombudsman service, please call 0800 023 4567.

S	ection A. about your packaged bank account
A	1. what is your complaint reference with us? (you can find this on any correspondence we've sent you)

A2. what is the name of the financial business you are	complaining about?
--	--------------------

HSBC Bank Plc		

A3. what are the last three digits of the account number of the packaged bank account you're complaining about?

A4. is this (or has this ever been) a joint packaged bank account?	

A5. details of the packaged bank account holder(s)

surname	Test	surname
first name	Test	first name
postcode	BL8 4EJ	postcode
date of birth		date of birth
	D D M M Y Y Y Y	D D M M Y Y Y

section B: about the sale of your packaged bank account

B1. are you complaining about the sale of your packaged bank account?
v yes □ no
f you answered "no" – please tell us in the box below what your complaint is about. Then go to section F.
f you answered "yes" – please explain why you think your packaged bank account was mis-sold and what
prompted you to complain to your bank/ building society about it.
because i felt pressured, tried to make a claim on my phone and i couldnt and i wouldnt off been covered on my travel as i have health problems.
B2. when do you think you opened or upgraded to the packaged bank account?
✓ yes □ no
If you answered "yes" to B3 – and you're complaining that you didn't know you had the packaged bank account – please tell us when you first noticed the fees and what you thought they were for.
B4. how was the packaged bank account sold to you? ✓ during a meeting □ over the phone □ over the internet □ by post
☐ I filled in a leaflet ☐ over the counter ☐ I can't remember ☐ other

if you answered "other" to B4, please explain how your packaged bank account was sold		
B5. did the financial business give you advice or recommend the packaged bank account to you?		
yes no I can't remember		
if you answered "yes" to B5, please give details.		
didnt check health problems,home situation, or if of insurances above.		
B6. what is the current situation with your packaged bank account?		
✓ I'm still paying for my packaged bank account ☐ I've closed/downgraded my packaged bank account		
if you're still paying for your packaged bank account, please explain why.		
main account and thought i had to, to keep my loan		
acation C: about your aircumataness at the time of cale/		
section C: about your circumstances at the time of sale/		
upgrade		
if you have/had a joint account, please answer "yes" in section C if		
the answer is "yes" for <i>any</i> of the account holders.		
C1. before you opened or upgraded to the packaged bank account, had you ever had a free bank account in the UK?		
✓ yes □ no		

C2. at the time you opened or upgraded to the packaged bank account, did you have any other packaged bank accounts?			
☐ yes ✓ no			
if you answered "yes" to C2, plea	ase give details.		
C3. at the time you opened or up address outside of the United Ki		aged bank account, or shortly a	ofterwards, was your main
☐ yes ✓ no			
C4. at the time you opened or up licence?	graded to the pa	ckaged bank account, did you l	nold a valid UK driving
☐ yes ✓ no			
if you answered "yes" to C4, did	you own/drive a	car?	
☐ yes ☐ no			
C5. at the time you opened or up	graded to the pa	ckaged bank account, did you o	own a mobile phone?
✓ yes □ no			
if you answered "yes" to C5, was	s it a smart phone	e (ie with internet access)?	
☐ yes ✓ no			
C6. at the time you opened or up Please tick all the options that ap		ckaged bank account, how ofte	n did you go on holiday?
I went on holiday	Never	1 – 3 times a year	3 + times a year
in Europe (including the UK)			
outside of Europe		v	
and did winter sports	v		

C7. at the time you opened or upgraded to the packaged bank account, did you have any health problems?
☑ yes □ no
if you answered "yes" to C7, please give details.
athama
C8. at the time you opened or upgraded to the packaged bank account, were you registered with a UK doctor?
v yes □ no
C9. at the time you opened or upgraded to the packaged bank account, did you take out any other products with the bank (for example a credit card, loan, overdraft, mortgage or savings account)?
✓ yes □ no
if you answered "yes" to C9, please give details.
took out a loan
section D: about the benefits of the packaged bank account
if you have the disjust account interest and are the parties D if
if you have/had a joint account, please answer "yes" in section D if the answer is "yes" for <i>any</i> of the account holders.
D1. have you registered for any of the benefits provided by your packaged bank account?
✓ yes □ no

if you answered "yes" to D1, please give details.		
just phone insurance		
D2. have you ever made a claim on any of the insurance products provided by the packaged bank		
account?		
✓ yes □ no		
if you answered "yes" to D2, please give details.		
made a claim on my hone insurance		
D3. have you used any other benefits of the packaged bank account – for example, a preferential overdraft rate, a preferential savings rate, a preferential loan rate, a monthly film subscription or any other discounts?		
☐ yes ✓ no ☐ I don't know		
if you answered "yes" to D3, please give details.		

section E: about other insurance policies

if you have/had a joint account, please answer "yes" in section E if the answer is "yes" for *any* of the account holders.

E1. at the time you opened or upgraded to the packaged bank account, did you already	have any of the
following insurance products?	

ar breakdown cover	mobile phone insurance	✓ travel insurance		
accidental death cover	☐ life assurance	identity theft protection		
gadget insurance	any other insurance that was also	included in your packaged bank account		
if you ticked any of the o	ptions in E1, please give details.			
i used to buy my own travel insura	nce when booking a holiday package.			
if you ticked any of the options in E1, did you keep the insurance after the sale of/upgrade to the packaged bank account?				
✓ yes □ no				
if you answered "yes" to the E1, please give details.				
i kept it as i wasnt aware this was	s in my package			

section F: any additional information

F1. please use this section to tell us anything else about your complaint.

Regarding Question C6, none of the options were applicable, I went on holiday occasionally but less than once per year The Account was suggested by the bank/building society representative.

The reason I was speaking to the bank that day was went in to apply for a loan

I felt under pressure to agree to the packaged account because pressured becauxse they said had to take it out to get the loan.

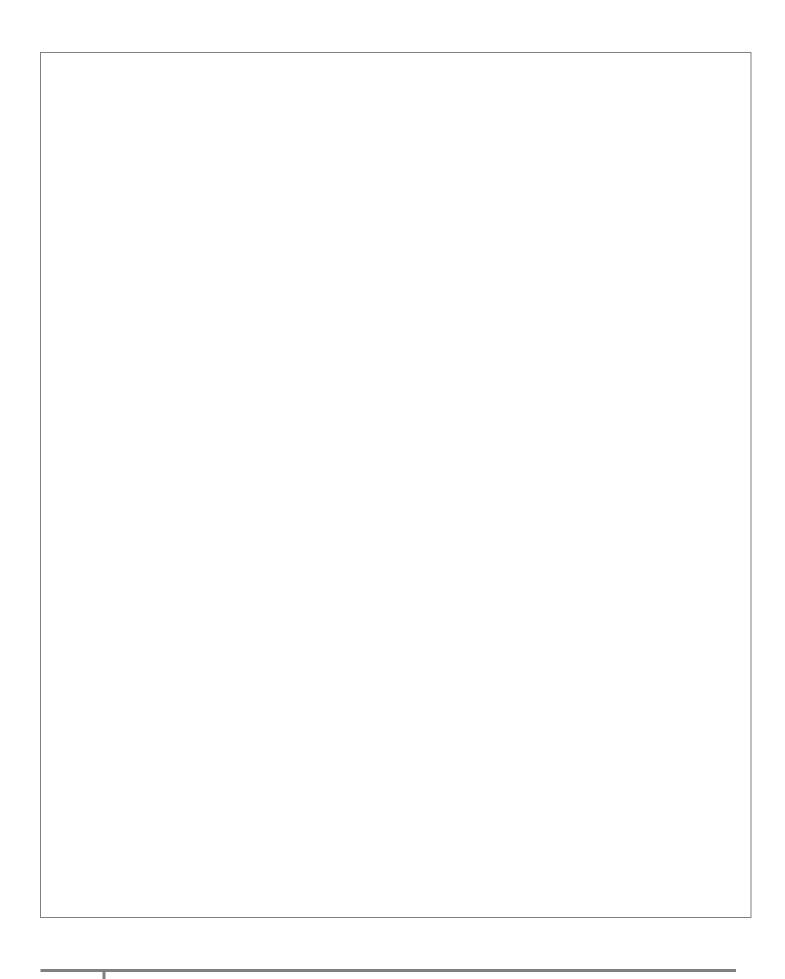
I am also not happy that the exclusions and limitations of the account package were not explained to me when it was sold.

Nobody informed me that I would receive written information about the account and that it was important to read the terms, exclusions and limitations of each product.

I was not made aware that if my circumstances were to change that it may effect if I am eligible for any of the insurances.

It was not explained to me that excesses may apply if I needed to claim on any of the insurances.

I received a lot of junk mail from HSBC Bank Plc over the years but I have never received any written information that was clear and easy to understand, nothing that explained the account clearly or made clear that I needed to review the features and if they suited me.



section G: your declaration

"	to the best of my knowle	a formal complaint about the pa							• ; ;	
Test Test name		signature								
			d	d	m	m	y	у	у	у
			Ļ				_			
name		signature	d	d	m	m	у	у	у	у
	You (and any joint account holder) need to sign here — even if <i>someone else</i> is bringing the complaint to us on your behalf. If someone is complaining for you (<i>eg</i> a relative or claims manager), signing here means you authorise the person named on page 1 of your complaint form to represent you in this complaint.									

please tick \checkmark to confirm you have ...

- $\ensuremath{\square}$ included everything you want to tell us about your complaint
- ☑ signed the declaration above
- $\hfill\Box$ enclosed copies of all relevant documents

or

 $\hfill \square$ not enclosed any documents with this form



our ref		

complaint form

Please use this form to tell us about your complaint – so we can see if we're able to help you.

If you're not sure about anything – or have difficulties filling in this form – just phone us on **0300 123 9 123**.

•	Û)	
	e	₹	

Please let us know if you have any practical needs where we could help – for example with information in another format (*eg* large print, Braille *etc*) or in a different language.



You can download this form off our website (www.financial-ombudsman.org.uk) to complete by hand. Or you can fill it in on screen – then print it off and post it back to us.

first, please give	us your details	S	a	nd the details	of anyone comp	aining with you	
first name(s)	Test		title N	1r		title	
surname	Test						
occupation (if retired, previous occupation)							
date of birth							
address for writing to you (include postcode)	522 BL8 4EJ						
daytime phone				mobile			
home phone				email	email		
if someone is con	nplaining on y	our behalf (eg	a solicito	or or relative) please give us	their details	
their name	Money Active	Limited		relationship	to you Claims	Management	
address for writing to them (include postcode)	Wheatfield Ho Wheatfield W Hinckley Leicestershire	/ay					
their daytime phone	01455 530 03	34		fax			
their email	fos@money-active.co.uk			ref PBA00198387			
if you're complair	ning on behalf	of a business	, charity o	or trust pleas	e fill in these de	tails	
its full official name					number of employees*		
if a partnership, the number of partners*		its annual turnover, annual income or net asset value (at the time you first complained)*			£		

^{*} We may ask you for evidence of this. Please phone us – or look on our website – for information about what types of businesses, charities and trusts can use our service.

	details of the busi	ness you trillik is responsible for yo	ur compianii			
	their name	HSBC Bank Plc				
	their address (include postcode)	The Manager Customer Care Team PO Box 6125				
		Coventry CV3 9GW				
	their phone number					
		ser or business who <i>originally</i> sold g about (if different from the name above)	the product or se	ervice		
	their name					
	their address (include postcode)					
	their phone number					
	the kind of produc	t or service you're complaining abo	ut			
	the name and type of product or service					
		r (eg your account and sort code; mber; policy or claim number)				
	please tell us wha	your complaint is about				
	•	n E of the consumer questionnaire and, if	appropriate the other	er points	s detailed	below.
		4	TPP TP	- r		
	 You may have done the 	ne sale of payment protection insurance (PPI), you nis already – if you have already complained directly ad the consumer questionnaire off our website – or p	to the business you think	k is respor	nsible.	onnaire.
L	ii not, you can downlo	ad the consumer questionnaire on our website – or p	onone as for a copy off o .	123 3	123.	
	time limits may ap	ply to your complaint so we need to k	now these dates	day	month	year
	• When did the advice	e, service or transaction you're complaining	g about take place?	08	01	2010
	 When did you first of 	complain to the business you think is respo	onsible?			

The business has **eight weeks** from this date to send you its final written answer – **before** we can investigate the complaint.

just a	few more questions					
	the business you're complaining about sent you its final written answer? e enclose a copy of the last letter that the business sent you.	YES 🛚	NO 🗌			
	there been any court action relating to your complaint (or is any planned)? S, please enclose copies of relevant paperwork.	*YES 🗌	NO 🗵			
How	do you want the business to put things right for you?					
acces	sibility and practical needs					
	have any practical needs where we could help – by making adjustments like arge print, Braille or a different language? * If YES, please tell us how we can help you.	*YES	NO 🛚			
finally	, please read and sign this declaration					
	I'd like the Financial Ombudsman Service to look into my complaint. To the bes	t of my				
	I understand that you usually resolve complaints by phone, letter and email.					
•	I understand that you will need some personal details about me, that you might share information I give you – including sensitive or personal information – with					
	business involved and other relevant organisations, and that you might need to					
	for information that's relevant to my case. I understand that you have a duty to publish your ombudsmen's final decisions					
	website – with consumers' details removed - but that most cases can be resolved before they reach an ombudsman					
	I understand that to help you provide the best possible service, you (or a truster	•	y)			
	might ask me about my experience. And though you sometimes publish anonyr examples of the cases you look at, you'll always keep my information confident		"			
	signature signature	date				
	You need to sign, even if someone else is complaining on your behalf. This shows you them your permission to complain for you.	have given				
	For complaints involving accounts or policies held jointly , each person needs to sign.					

post to ...

Financial Ombudsman Service Exchange Tower London E14 9SR

please tick √ to show you have ...

- ⊠ enclosed a copy of the business's last letter to you.
- enclosed copies of other relevant information.
- included everything you want to tell us about your complaint.

0300 123 9 123 or 0800 023 4567

calls are recorded for training and monitoring purposes

fax 020 7964 1001 dx 141280 Isle of Dogs complaint.info@financial-ombudsman.org.uk www.financial-ombudsman.org.uk

We will use the details you give us on this form to see if we can help you with your complaint.

If you're signing on behalf of a business, please give your job title.

- We may need more information from you. And there are rules and restrictions that may apply.
- If we can't help you, we will give you the chance to query anything you don't understand or agree with.