

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



Customer Name (s)	<u>Title</u>		<u>Forename</u>		<u>Surname</u>	
	<u>Title</u>		<u>Forename</u>		<u>Surname</u>	
Customer Name – At the time of using the account (If different)	<u>Title</u>		<u>Forename</u>		<u>Surname</u>	
	<u>Title</u>		<u>Forename</u>		<u>Surname</u>	
Is/Was this Account in Joint Names?						
Your Address:	<b>Current Address:</b>			<b>Address when Account was active (If different):</b>		
House Number / Name						
Street Name						
Locality						
City / Town						
County						
Post Code						
Home Telephone Number						
Mobile Number						
Email Address						
Date of Birth						
Account Provider						
Monthly Account Charge (approximate)						
Account Start Date (approx)			Account End Date (approx)			
Is the Account in Arrears, Debt Management or IVA? (Please detail)						
<b>Account Number &amp; Sort Code:</b>						
<b>Money Active System Reference:</b>						

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 Service 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



Wheatfield House, Wheatfield Way, Hinckley, Leicestershire LE10 1YG

**Any Queries? – Just ask... Call 01455 530 034 or Email [info@money-active.co.uk](mailto:info@money-active.co.uk) or **txt 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 pursuing 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.

### 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](http://www.money-active.co.uk)

**Declaration:** 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: First Name:	Title: First Name:
Surname:	Surname:
Date of Birth:	Date of Birth:
Address:	Address:
Postcode:	Postcode:

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

## Letter of Authority

### To whom it may concern:

**Authorisation to Money Active** – 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.

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.**

**Declaration of Truth** – 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.

**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:            First Name:	Title:            First Name:
Surname:	Surname:
Date of Birth:	Date of Birth:
Address:	Address:
Postcode:	Postcode:

**Signed** \_\_\_\_\_ **Joint Signature (if applicable)** \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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Customer 1	Customer 2 (If Joint Names)
Title: First Name:	Title: First Name:
Surname:	Surname:
Date of Birth:	Date of Birth:
Address:	Address:
Postcode:	Postcode:

**Signed** \_\_\_\_\_ **Joint Signature (if applicable)** \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# 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.

## section A: about your packaged bank account

**A1. 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?**

**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?**

☐ yes ☐ no

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

surname	<input type="text"/>	surname	<input type="text"/>
first name	<input type="text"/>	first name	<input type="text"/>
postcode	<input type="text"/>	postcode	<input type="text"/>
date of birth	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	date of birth	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
	D D M M Y Y Y Y		D D M M Y Y Y Y

## section B: about the sale of your packaged bank account

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### B1. are you complaining about the sale of your packaged bank account?

☐ yes    ☐ no

If you answered “no” – please tell us in the box below what your complaint is about. Then go to section F.

If 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.

### B2. when do you think you opened or upgraded to the packaged bank account?

D	D	M	M	Y	Y	Y	Y

### B3. did you notice the account fees on your statements?

☐ 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.

**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.

## section C: about your circumstances at the time of sale/ upgrade

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**if you have/had a joint account, please answer “yes” in section C if  
the answer is “yes” for *any* 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, please give details.**

**C3. at the time you opened or upgraded the packaged bank account, or shortly afterwards, was your main address outside of the United Kingdom?**

☐ yes ☐ no

**C4. at the time you opened or upgraded to the packaged bank account, did you hold a valid UK driving licence?**

☐ yes ☐ no

**if you answered “yes” to C4, did you own/drive a car?**

☐ yes ☐ no

**C5. at the time you opened or upgraded to the packaged bank account, did you own a mobile phone?**

☐ yes ☐ no

**if you answered “yes” to C5, was it a smart phone (*ie* with internet access)?**

☐ yes ☐ no

**C6. at the time you opened or upgraded to the packaged bank account, how often did you go on holiday? Please tick all the options that apply.**

I went on holiday...	Never	1 – 3 times a year	3 + times a year
in Europe (including the UK)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
outside of Europe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
and did winter sports	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**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.**

**C8. at the time you opened or upgraded to the packaged bank account, were you registered with a UK doctor?**

☐ 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.**

## section D: about the benefits of the packaged bank account

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**if you have/had a joint account, please answer “yes” in section D if the answer is “yes” for *any* 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.

**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.

**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

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**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?**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> car breakdown cover    | <input type="checkbox"/> mobile phone insurance   | <input type="checkbox"/> travel insurance          |
| <input type="checkbox"/> accidental death cover | <input type="checkbox"/> life assurance   | <input type="checkbox"/> identity theft protection |
| <input type="checkbox"/> gadget insurance       | <input type="checkbox"/> any other insurance that was also included in your packaged bank account |  |

**if you ticked any of the options in E1, please give details.**

**if you ticked any of the options in E1, did you keep the insurance after the sale of/upgrade to the packaged bank account?**

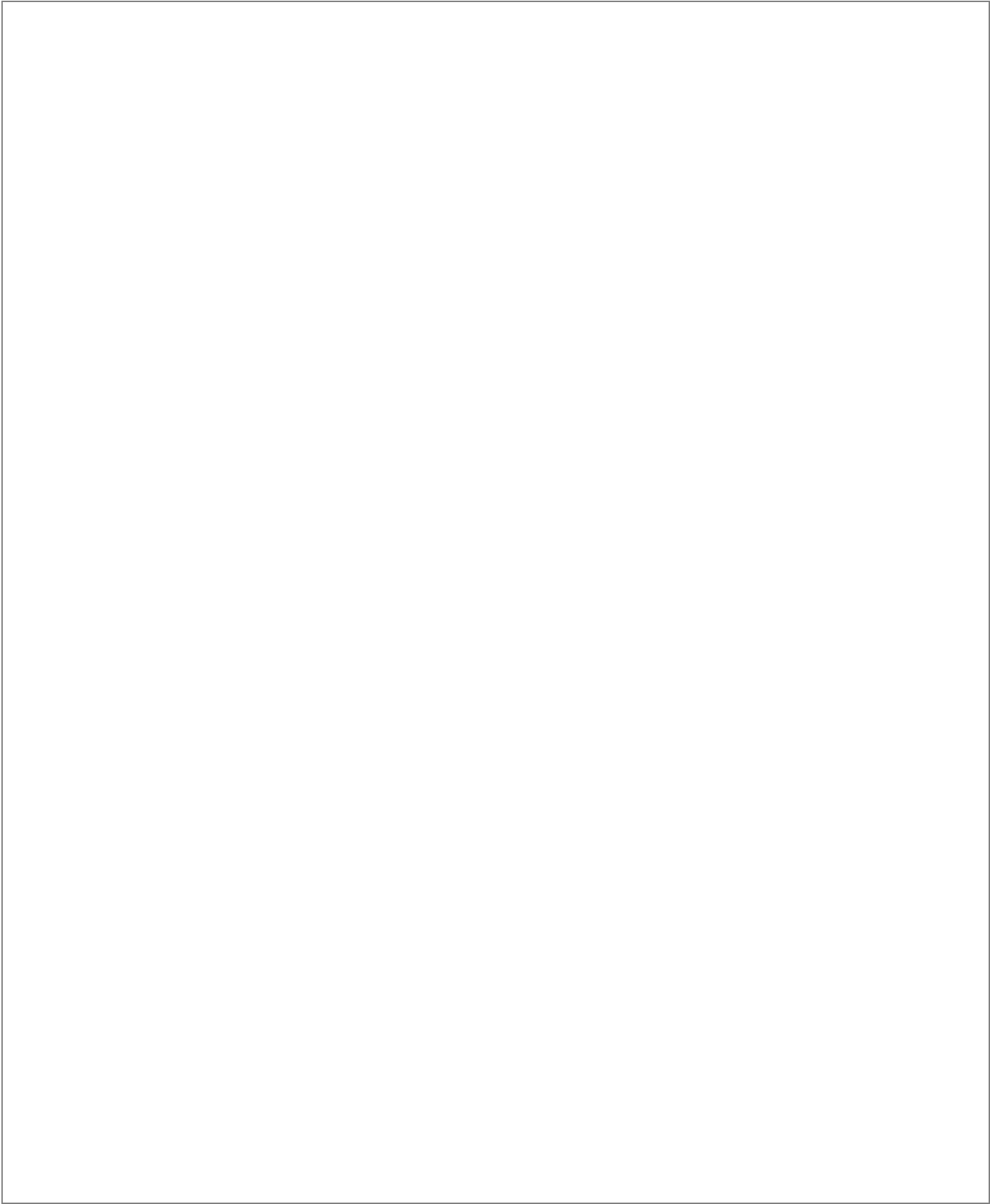
- ☐ yes    ☐ no

**if you answered “yes” to the E1, please give details.**

# section F: any additional information

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



# section G: your declaration

“ I confirm that all the information I’ve given in this questionnaire is true and accurate to the best of my knowledge.  
I confirm I want to make a formal complaint about the packaged bank account in line ”  
with the information I’ve given.


name	signature	<table><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>d</td><td>d</td><td>m</td><td>m</td><td>y</td><td>y</td><td>y</td><td>y</td></tr></table>									d	d	m	m	y	y	y	y
d	d	m	m	y	y	y	y											
name	signature	<table><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>d</td><td>d</td><td>m</td><td>m</td><td>y</td><td>y</td><td>y</td><td>y</td></tr></table>									d	d	m	m	y	y	y	y
d	d	m	m	y	y	y	y											

You (and any joint account holder) need to sign here – even if *someone else* is bringing the complaint to us on your behalf.  
If someone is complaining for you (eg 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 ✓ to confirm you have ...

- ☐ included everything you want to tell us about your complaint
- ☐ signed the declaration above
- ☐ enclosed copies of all relevant documents
- or
- ☐ not enclosed any documents with this form



 our ref
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## 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**.



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](http://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

... and the details of anyone complaining with you

first name(s)	title		title	
surname				
occupation (if retired, previous occupation)				
date of birth				
address for writing to you (include postcode)				
daytime phone			mobile	
home phone			email	

### if someone is complaining on your behalf (*eg* a solicitor or relative) please give us their details

their name	relationship to you	
address for writing to them (include postcode)		
their daytime phone	fax	
their email	ref	

### if you're complaining on behalf of a business, charity or trust please fill in these details

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 business you think is responsible for your complaint

their name  
their address  
(include postcode)

their phone number


### details of the adviser or business who *originally* sold the product or service you're complaining about (if different from the name above)

their name  
their address  
(include postcode)

their phone number


### the kind of product or service you're complaining about

the name and type  
of product or service

--

any reference number (eg your account and sort code;  
hire-agreement or loan number; policy or claim number)

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### please tell us what your complaint is about

Please refer to section E of the consumer questionnaire and, if appropriate the other points detailed below.

If your complaint is about the sale of **payment protection insurance** (PPI), you will also need to complete a separate questionnaire.

- You may have done this already – if you have already complained directly to the business you think is responsible.
- If not, [you can download the consumer questionnaire off our website](#) – or phone us for a copy on **0300 123 9 123**.

### time limits may apply to your complaint so we need to know these dates

day month year

- When did the advice, service or transaction you're complaining about take place?
- When did you first complain to the business you think is responsible?


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

- Has the business you're complaining about sent you its final written answer? YES ☒ NO ☐  
Please enclose a copy of the **last letter** that the business sent you.
- Has there been any court action relating to your complaint (or is any planned)? \*YES ☐ NO ☒  
\* If YES, please enclose copies of relevant paperwork.
- How do you want the business to put things right for you?

## accessibility and practical needs

Do you have any practical needs where we could help – by making adjustments like using large print, Braille or a different language? \*YES ☐ NO ☒  
\* If YES, please tell us how we can help you.

## finally, please read and sign this declaration

- “
- I'd like the Financial Ombudsman Service to look into my complaint. To the best of my knowledge, all the information I've given you is accurate.
  - 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 need to share information I give you – including sensitive or personal information – with the business involved and other relevant organisations, and that you might need to ask them for information that's relevant to my case.
  - I understand that you have a duty to publish your ombudsmen's final decisions on your 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 trusted third party) might ask me about my experience. And though you sometimes publish anonymous examples of the cases you look at, you'll always keep my information confidential.
- ”

signature

date

signature

date

- You need to sign, even if someone else is complaining on your behalf. This shows you have given them your permission to complain for you.
- For complaints involving accounts or policies held **jointly**, each person needs to sign.
- If you're signing on behalf of a business, please give your job title.

## 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.
- 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.