

Client Questionnaire - Online Enquiry



Please answer all relevant questions

Client Name:	
Client Name:	
Type of Application:	
Name of Lender:	
Agreement Number:	
Client Phone Number:	

Please complete this questionnaire as accurately as possible by writing either YES, NO or UNSURE

Your Loan

	Do you have a copy of the loan agreement?	
1.	What is the amount of the loan?	
2.	When did you take out the loan?	
3.	How long does the loan last for?	Years <input type="text"/> Months <input type="text"/>
4.	Has your loan been repaid in full?	
5.	What date was the loan repaid?	
6.	Are you in arrears with your payments?	
7.	What was the purpose of your loan?	
8.	Were there any restrictions on how you could use the money?	
9.	What were they?	
10.	Did the lender pay the loan money directly to you?	
11.	When you received the money, did you receive the full amount?	
12.	How much was deducted and why?	
13.	Did you agree to those deductions?	
14.	Was the loan used for any business purpose?	
15.	Was the loan secured?	

Your Loan Application

16.	Did you arrange your loan direct with the lender?	
17.	What was the name of the company who arranged the loan?	
18.	Did you pay a fee to arrange the loan?	

19.	How much was the fee?	
20.	How did you apply for the loan?	
21.	Did you complete the application form yourself?	
22.	Did the lender complete the application form for you? (was it pre-printed)	
23.	Did the lender complete the application form in your presence?	
24.	Did you sign a copy of the credit agreement?	
25.	Where did you sign the agreement?	
26.	Did you complete the form with an electronic signature?	
27.	Did the lender sign the agreement?	
28.	Did the lender sign the agreement in your presence	
29.	Did the lender provide you a copy of the agreement with both your signature and the lenders signature?	
30.	Were you advised of a "cooling off" period?	
31.	How many days were you given?	
32.	Did you take out Payment Protection Insurance (PPI) with your loan?	

Your Personal Status (at the time of taking the loan)

33.	What was your employment status?	
34.	Did the lender ask you what your employment status was?	
35.	Did you know that your employment status would change within the term of the loan?	
36.	Did the lender ask you if your employment status was likely to change?	
37.	Did you have an existing medical conditions?	
38.	What was the medical condition?	
39.	Did the lender ask you if you had any medical conditions?	
40.	Did you explain the medical condition(s)?	
41.	What age were you when you took the loan?	
42.	Did the lender ask you about your age?	
43.	Did you have existing insurance cover in place?	
44.	Did the lender ask you if you had existing insurance cover?	
45.	Did you explain what insurance cover you had in place?	

Payment Protection Insurance (PPI)

46.	Were you asked by the lender if you wanted to purchase PPI?	
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47.	Were you told that you had to purchase PPI to obtain the loan?	
48.	Were you told that PPI was optional?	
49.	Did you tick and sign a box to confirm that you wanted to purchase PPI?	
50.	Did the lender/broker complete the box on your behalf?	
51.	Were you told that it would improve your chances of obtaining the loan if you purchased PPI?	
52.	Did you feel pressurised into purchasing the PPI?	
53.	Were you offered any incentive to purchase PPI?	
54.	What incentive were you offered?	
55.	Was the PPI added to your loan without your knowledge?	
56.	Were you advised that you could purchase PPI cover elsewhere?	
57.	Were you advised of any exclusions in the PPI cover?	
58.	What were you told was excluded from the policy?	
59.	Were you told that the policy would cover you both?	
60.	Were you told how long the PPI cover would last?	
61.	Were you told what the PPI cover would cost you over the term of the loan?	
62.	Did the lender assess your situation when offering you the PPI policy?	
63.	Did the lender supply you with a written assessment?	
64.	Did you sign a separate needs & demands statement?	
65.	Have you tried to make a claim on your PPI policy?	
66.	Was your claim successful?	
67.	How many months did you claim on the policy?	
68.	Have you tried to cancel your PPI policy?	
69.	What was the outcome?	
70.	What date was the policy cancelled?	
71.	Did you receive a refund or rebate on the PPI premium?	
72.	How much did you receive?	
73.	Did you keep any of the cancellation paperwork?	

Commissions

74.	Were you advised by the lender that they would receive a commission for selling the PPI policy?	
75.	Were you advised verbally or in writing?	

76.	Were you told the exact amount of commission?	
77.	How much was the commission?	

If there is any other information you think we should know in respect of your claim please tell us below:

Declaration

I confirm to my best knowledge and belief that the information I have provided is correct and true.

I confirm to my best knowledge and belief that the information I have provided is correct and true.

Signed:.....

Signed:.....

Print Name:.....

Print Name:.....

Date:.....

Date:.....

Phone:.....

Phone:.....

Email:.....

Email:.....

Note: Please ensure to assist you with your claim, that if you have any loan or PPI documentation you send it to us with this questionnaire.

Please Return to Innovative Finance using the freepost label
2nd Floor Metropolitan House, Station Road, Cheadle Hulme, Cheshire, SK8 7AZ

Innovative Finance.co.uk Ltd. 2nd Floor, Metropolitan House, Station Road, Cheadle Hulme, Cheshire, SK8 7AZ.

Registered Office Address: 102 Bradley House, Radcliffe Moor Road, Bolton, BL2 6RT. Company No: 05739051 Consumer Credit License No: 0583787.

Regulated by the Ministry of Justice in respect of regulated claims management activities. Authorisation No: CRM :16687

FREEPOST: RSGX-CZXS-KGUT
INNOVATIVE FINANCE
2nd Floor Metropolitan House
Station Road
Cheadle Hulme
Cheshire SK8 7AZ

Letter of Authority & Non Circumvention Agreement

Please sign and return one copy per credit agreement

To whom it may concern:

Please accept this letter as authority requiring you to deal directly with Innovative Finance to provide any information as requested.

This authority will endure until further notice.

A copy of this letter of authority shall have the same validity as the original.

Our Details:

CLIENT 1			
CLIENT 2			
FIRST LINE OF ADDRESS		POST CODE	
CREDIT PROVIDER		AGREEMENT NUMBER	



Client 1 Signature

Date

Client 2 Signature

Date

**** IRREVOCABLE INSTRUCTION ****

I/we irrevocably authorise Innovative Finance to act on my/our behalf as agents and sole representatives in pursuing my/our complaint in respect of advice received and sales made by your firm in respect of the sale of Payment Protection Insurance (PPI) and the improper execution of my/our credit agreement with you. This authorisation includes your agents, representatives and associates of your firm and its predecessors.

This authorisation is provided under Rule DISP2.4.16R of the FSA handbook, which states that "A complaint may be brought on behalf of an eligible complainant... by a person authorised by the eligible complainant or authorised by law."

**** NON CIRCUMVENTION ****

I/we confirm that I/we have a lawful contract with Innovative Finance and have expressly consented that all communications and payments from you must be made direct to Innovative Finance.

I/we hereby advise that your wilful failure to follow my/our express instructions to deal directly with Innovative Finance may render you liable to legal recourse for procuring/inducing a breach of contract; restraint if trade; breaches of the Competition Act 1988, the Enterprise Act 2002 and Articles 81 and 82 of the EC Treaty

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Declaration

I/We have read and understood the Terms of Business and acknowledge receipt of the same noting condition 5 relating to payment obligations. I/We agree to be bound by this Instruction and the Terms of Business therein.

Client 1

Your Name	<input type="text"/>		
Your Address	<input type="text"/>		
	<input type="text"/>	Post Code	<input type="text"/>
Daytime Tel	<input type="text"/>	Mobile	<input type="text"/>
Home Tel	<input type="text"/>	email	<input type="text"/>



Signature

Date

Please tick this box if you would like us to commence work straight away and you therefore waive your 14 day cooling off period



Client 2

Your Name	<input type="text"/>		
Your Address	<input type="text"/>		
	<input type="text"/>	Post Code	<input type="text"/>
Daytime Tel	<input type="text"/>	Mobile	<input type="text"/>
Home Tel	<input type="text"/>	email	<input type="text"/>



Signature

Date

Please tick this box if you would like us to commence work straight away and you therefore waive your 14 day cooling off period



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3.7 In the event that we believe there is sufficient reason to seek redress from the product provider, you are instructing us deal directly with the product provider on your behalf sharing all relevant details as necessary.

3.8 You are authorising us, in the first instance, to seek a settlement between you and the product provider without the need for litigation.

3.9 If the settlement we are seeking from the product provider is to include the rendering of a credit agreement "unenforceable" or the reduction of any outstanding balance on a credit agreement, we will agree a reduction figure or an agreed acceptable balance with you. Once we have agreed that figure, you authorise us to negotiate a settlement equal to the agreed minimum of the outstanding balance without further instruction or permission from you. Negotiations that result in a reduction of the outstanding balance less than the agreed will require your approval.

3.10 If we achieve a reduction in your outstanding balance this does not represent a full and final settlement of your credit agreement but we will negotiate monthly payments on your behalf for the remaining balance.

3.11 If the settlement we are seeking from the product provider is to include capital recovery or financial compensation we will initially seek recovery of the full estimated value. However, you are instructing us to negotiate a settlement of no less than 70% of the estimated value of the capital recovery or financial compensation without further instructions or permission from you. Negotiations that result in a settlement less than 70% of the estimated capital recovery or financial compensation will require your approval.

3.12 Should a settlement not be reached, you authorise us to either continue to act on your behalf or refer you to an independent solicitor regulated by the Solicitors Regulation Authority, to begin litigation against the product provider. You are free to choose any solicitor, but we will only provide the expert audit to the solicitor if the firm agrees to be responsible for our fees.

4. Your Responsibilities to Us

4.1 You are appointing us to act as your sole agent and representative and undertake not to instruct any other Claims Management Company, Solicitor or third party in relation to seeking redress on the credit agreements specified within this agreement.

4.2 You strictly agree not to circumvent us by entering directly into an agreement or settlement with the product provider without the knowledge and authorisation of I.F. Any direct communications from the product provider must be referred immediately to I.F. Any attempt to circumvent our involvement will result in the fees specified in section 5 being immediately payable by you.

4.3 You must provide us with information and documents that are true and correct. We will rely on the information and documents that you provide us with as being true, accurate and complete. We will not audit, test or check such information or documents except where this is consistent with our obligations under the law. You should let us know immediately of any changes that might affect the service we provide you.

4.4 You must sign and return the required documentation as soon as possible. Any delay on your part will jeopardise this agreement and will delay the process of I.F. seeking a settlement for you.

4.5 If you have been referred to us by a professional third party we may pay a referral fee to this party. This does not affect our Fees to you in any way.

4.8 In the unlikely event that we do not achieve an early settlement from the product provider, you may be required, and agree, to appear in Court as a part of the litigation process.

5. Fees payable

5.1 The fee payable for our consultancy service is £475 plus vat. This fee is only payable by you if we achieve a settlement with the product provider (subject to conditions 3.8 and 3.9) prior to the commencement of litigation.

5.2 We always seek to recover our fee from the product provider and we will only ever agree to a settlement with the product provider without this fee with your prior consent to pay us our fee.

5.3 If you settle matters directly with the product provider we will accept this as your unconditional acceptance to pay our fee.

5.4 Should we reach a settlement with the provider and you fail to provide us with instructions within 28 days of being notified of the settlement our fees become payable by you.

5.5 Our fee applies to each individual credit agreement considered by IF and not the aggregate of all claims.

5.6 If an early settlement is not achieved and your claim is referred to a solicitor for litigation, you do not have to pay our consultancy service fee. Our fees will be paid by the solicitor accepting your claim.

5.7 If our consultancy service results in capital recovery to you, you agree to pay our fee of £475 (plus vat) plus 25% (plus vat) of the monies awarded to you.

5.8 You agree to notify IF, within 5 working days, of any payments or reduction in balance, whether in part or full, made to you directly by the product provider in connection with the complaint we are handling on your behalf.

5.9 Upon receipt of notification of a payment made to you directly, you will be issued with an invoice for the consultancy service fee plus 25% of any monies paid to you by the product provider, and you agree to pay the invoice within 14 days.

5.10 Interest will be accrued on any outstanding debt at Nat West Base rate plus 4% (four) until payment is made or terms agreed for payment of the outstanding debt.

5.11 Should payment remain outstanding beyond 30 days we reserve the right to pass your case onto a debt collection agency who will attach further charges to our fees.

6. Communication

6.1 Unless otherwise instructed, we shall communicate with you by email, SMS, or at your home address by letter or, where appropriate, courier services. We shall send you letters by fax to an agreed fax number only where specifically instructed or where the matter is one which, in our judgment, justifies such method of communication.

6.2 Transmission of emails on the Internet or otherwise has inherent risks. We shall not have any responsibility or liability to you where any email is lost, delayed, intercepted, corrupted or otherwise altered, rendered incomplete

6.3 We shall accept instructions from you in writing or by email. We shall not proceed with any consultancy services for you until we have received express instructions in writing or by email.

6.4 To enable us to provide the optimum service to you, there may be occasions when we need to contact you without your express invitation, and you agree that we may do so. We shall contact you only between 08:00 and 20:00 Monday to Saturday.

Our main aim is to achieve an early settlement from the lender as quickly as possible, without the need for litigation.

As part of our settlement process we will try to achieve a reduction in your balance Agreed with you

Example of Settlement:

Outstanding balance	£5000
Agreed 60% reduction	- £3000
New balance	£2000

Any reduction in balance offered by the product provider of less than the agreed amount requires your approval.

We ask that you respect our working relationship by not dealing or negotiating with the lender directly.

To enable us to start work on your case as quickly as possible, we would ask that you sign and return all necessary documentation as soon as possible.

You will only ever pay us if we achieve a settlement with the product provider, or you fail to act in accordance with your contractual obligations

If an early settlement cannot be reached with the product provider and your case is passed to a solicitor, you do not have to pay our fee of £475, but will agree to pay us 25% (plus VAT) of any monies recovered to you by the acting solicitor

We shall keep you informed of the progress of your case, normally in writing by post or email.

7. Client Service

7.1 If at any time you wish to make a complaint about any aspect of the advice or service you have received from IF the matter will be dealt with through our internal complaints handling procedure, a copy of which is available, through our website at www.innovativefinance.co.uk or upon request.

7.2 Nothing in these Terms of Business shall preclude IF or any of its directors or employees from taking such steps as are necessary in order to comply with the professional or ethical rules of any relevant professional body of which a director or employee is, at the time, a member.

8. Data Protection Act 1998

8.1 During the period of our engagement we shall request information about your personal and financial situation from you. It may be appropriate to obtain some of the information about your personal and financial situation from third parties (for example, from other firms which act, or have acted, as your professional advisers).

8.2 The information that we obtain about your personal and financial situation may constitute "personal data" or "sensitive personal data" under the Data Protection Act 1998 ("the 1998 Act"). By signing this client agreement, you expressly consent that we may process your personal data at our sole discretion for the purpose of providing our consultancy service.

8.3 You have a right under the 1998 Act to request a copy of all personal data held by us about you. A copy of all the information we hold can be requested by sending a £10 cheque made payable to Innovative Finance.co.uk Ltd at the address on this contract

9. Liability

9.1 We will perform the consultancy services with reasonable skill and care.:

9.2 We will not in any circumstances be liable to you for loss of profits, revenue or other types of economic loss; loss of business or contracts; loss of anticipated savings or goodwill; ; any losses which arise other than directly from a breach of contract, any losses suffered by you arising from any claim against you by a third party for any of the aforementioned types of loss;

9.3 We will not be so liable if such losses are due to the provision of false, misleading or incomplete information or documentation or due to any acts or omissions of any person other than I.F.; and

9.4 We shall have no other liability of any nature, whether for any losses whatsoever and howsoever caused arising from or in any way connected with the provision of the consultancy service.

9.5 Should the court deem I.F. liable, you agree that the liability I.F. is limited to no more than the fees payable under this contract.

9.6 Nothing in these Terms of Business shall exclude, restrict any liability arising from fraud or dishonesty or other liabilities which cannot lawfully be limited or excluded.

9.7 You agree that you have fully considered the provisions of this clause and all the other provisions of these Terms of Business and that they are reasonable in the light of all the factors relating to the consultancy services.

10. Cancellation Rights

10.1 You may cancel your agreement with us within 14 days for any reason without liability. A copy of these terms is left with you. Please read them carefully within the cooling off period and should you wish to withdraw from your agreement with us during this period you should do so without embarrassment and you will have no liability to us.

10.2 You may withdraw from this agreement at any time after the 14 day period however you shall be liable to pay us a fee of £75 plus vat if we have started work on your case but have not yet conducted our expert audit; and a fee of £250 plus vat if we have completed our audit.

11. Commencement, Variation and Termination

11.1 Your continued instructions in connection with your claim will amount to an acceptance of these Terms of Business. However, it may not be possible for us to start or continue work on your behalf until the required documentation is signed and returned to our office.

11.2 These Terms of Business may be varied or superseded at any time, in writing, by us.

11.3 A person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement. We may assign the benefit of its agreement to any third party.

11.4 These Terms of Business set out the entire agreement between you and IF. Neither party may rely on any agreement understanding or arrangement, which is not expressly set out in the Terms of Business. The Terms of Business shall not be amended, modified, varied or supplemented except as provided.

12. Invalidity

12.1 If any provision (whether in whole or in part) of these Terms of Business is held to be illegal, invalid or unenforceable under any enactment or rule of law, such provision or part shall be deemed not to form part of these Terms of Business, and the legality and enforcement of the remainder of these Terms of Business shall not be affected.

13. Applicable Law

13.1 These Terms of Business shall be governed by, and construed in accordance with, English Law.

13.2 The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning these Terms of Business and any matter arising from them. Each party irrevocably waives any right it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.

We pride ourselves on our customer service. Details of our procedures and client testimonials are available from our website: www.innovativefinance.co.uk

We treat all of your personal data as confidential and honour your rights under the Data Protection Act 1998.

We always seek to conduct our services with reasonable skill and care.

You have 14 days in which to cancel this agreement. However, if you want us to commence work immediately, you can waive the cancellation right period by ticking the box on the front page.

As soon as we have received the required documentation from you we will start work on your case as soon as possible.

The remainder of these Terms of Business shall not be affected if any single provision is found to be invalid.

These Terms of Business are governed by English law.