

Alex Fear  
Somewhere In The UK  
FE4 RUK

Thief & Swine Bank  
Customer Service  
Mud Wallow  
PO12 K13

11<sup>th</sup> May 2006

**Request for repayment of charges**

Dear Sir/Madam,

**Account Numbers:** Premier: XX XXX XXXX Current: XX XXX XXXX

**My request**

I am writing to ask you to refund to me the charges which you have levied from my account over the last 2 years. I now understand that the regime of fees, which you have been applying to my account in relation to direct debit refusals, exceeding overdraft limits and so forth, are unlawful at Common Law, Statute and recent Consumer regulations. If you say that they are not then will you please demonstrate this by letting me have a full breakdown of the costs to which you have been put by as a result of my breaches in order to reassure me that your penalties really do reflect your costs?

I am also writing with regards to the switching over of my account from current (XX XXX XXXX) to Premier (XX XXX XXXX) on XX September 2005. I switched with the understanding, that under law you were obliged to change over all of my direct debits and standing orders automatically on my behalf. Since then I have discovered a number of my direct debits were not changed over due to a failure of communication between Alliance & Leicester and my creditors. Due to this I have now succumbed to the following charges from creditors:

**XX March 2006 – Loanshark 1 – Charge of £30.12.** I have now re-arranged direct debit to come from my Premier Account.

**XX May 2006 – Loanshark 2 – Charge of £15 suspended 14 days.** I have 14 days to re-arrange direct debit.

**XX May 2006 – Mobile – Not switched.** I have 7 days to re-arrange before my phone number is suspended.

**XX May 2006 – Loanshark 3 – Charge of £48.00 in total.** I now have to re-arrange.

I believe this constitutes a breach of your agreement to arrange switch over within 3 working days. I will be contacting these creditors individually myself, however I request you dutifully contact them to arrange a switch-over of direct debit to my Premier Account, refund the charges to my account and request

that any changes to my credit rating and credit scoring be cancelled due to your administrative error.

Additionally it has now been confirmed that your particularly high level of penalties are considered to be unfair per se by the OFT who reported on the 5th April 2006 and are therefore presumed to be unlawful in the absence of specific proof to the contrary.

### **Your responsibilities**

I would draw your attention to the terms of the contract, which you agreed to at the time that I opened my account. It is an implied term of that contract that you would conduct yourselves lawfully and in a manner, which complies with UK law.

I am frankly shocked that you have operated my account in this way as I had always reposed confidence in your integrity and expertise as my fiduciary. I consider that your repeated representations that your charges are fair and reasonable are deceptive and that they have deceived me into agreeing to pay them.

Your concealment of the true nature of your charges has prevented me from asserting my right until now.

### **What I require**

I calculate that you have taken £400.00 plus interest, which you have charged me in overdraft interest for the sum, which you have taken. I also a further calculate £78.12 plus interest for direct debits not switched.

### **My targets to resolve this matter**

I hope that you will enter into a sincere dialogue with me about this matter and I am writing this letter to you on the assumption that you will prefer to do this than merely respond with standard letters and leaflets.

I will give you 14 days to reply to me accepting unconditionally my request in principle and letting me know a date by which I will receive payment. If you do not respond or you do not respond positively within this time period, I shall send you a letter before action giving you a further 14 days in which to reflect. I believe that these targets are more than sufficient for a large company such as yours with dedicated staff and departments.

After that will be no further communication from me and I shall issue a claim at the expiry of the second deadline.

Yours faithfully,

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