

# Payment Protection Insurance/Package Bank Account

## PPI/PBA Terms and Conditions

Read - Sign - Complete - Return with your claim form



### TERMS AND CONDITIONS

#### Policy Holder

Name

Phone

Address

Email

Date of Birth

#### Additional Policy Holder (if this applies)

Name

Phone

Address

Email

Date of Birth

### IMPORTANT

By signing this letter you are entering into a legally binding Agreement with the PPI Team of: Adamson House, Pomona Strand, Old Trafford, Manchester, M16 0TT (referred to in this letter as 'we', 'our', or 'us' in relation to the Payment Protection Insurance policy, ('the PPI policy')/Package Bank Accounts (the PBA), you were sold. We agree to review your complaint and (if appropriate) claim compensation for the PPI/PBA policy. The full terms of our Agreement are set out on the reverse of this form. If you are not sure whether to enter this Agreement, you may wish to get independent legal advice first.

**Policyholder signature**

Sign here

Date

**Additional Policyholder signature**

Sign here

Date

#### Future Marketing

1. I agree to be contacted by The PPI Team and other registered trading names of Lepus Marketing Limited about future financial or claims management products and/or services. I agree to be contacted by telephone, SMS, email and/or post.
2. I agree to be contacted by The PPI Team in the future by telephone and/or email in relation to passing my details onto third parties, who may wish to contact me about their products and/or services.

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The PPI Team is trading name of Lepus Marketing Limited which is a company registered in England and Wales with registered number 7554410. Registered office: Adamson House, Pomona Strand, Old Trafford, Manchester, M16 0TT. Lepus Marketing is regulated by the Claims Management Regulator in respect of claims management activities with authorisation number CRM27041.

# Payment Protection Insurance/Package Bank Account PPI/PBA Terms and Conditions



## 1. What the PPI Team Limited will do for you:

- (a) We will assess your Payment Protection Policy/PBA and, if appropriate, pursue on your behalf, a claim or claims for reimbursement of premiums paid plus interest.
- (b) We will provide this service on a "Contingency Fee" basis. A "Contingency Fee" is a fee that is only charged if compensation is recovered and is assessed on an agreed percentage of the amount owed.
- (c) We will correspond with the policy provider on your behalf and act in your best interests in pursuing your claim and obtaining you the best result.
- (d) We will inform you of all offers that we receive from the policy provider; evaluate them and contact you by phone to advise you of the offer and process.
- (e) We will endeavour at all times to provide you with the professional and dedicated service that you deserve. We will use all reasonable skill and care in the processing of your claim for reimbursement to include all premiums plus statutory interest for all payment protection policies/Package Bank Accounts' agreed or judged to have been mis-sold.
- (f) To assist you in completing all or part of our application forms, and /or any subsequent forms you may receive from the policy provider about your claim which you may be experiencing trouble with.
- (g) We have made you aware that you are able to complete this claims process yourself and that other legal options may exist.
- (h) We have made you aware that if your PPI policy is still active and your claim is successful, the lender may cancel your PPI policy.
- (i) We have made you aware that if your PBA claim is successful, your bank may downgrade your account and the features and benefits associated.
- (j) We have supplied you with a copy of our complaints procedure which is also available online at [www.theppiteam.com](http://www.theppiteam.com).

## 2. What we expect from you:

- (a) To promptly provide all relevant information requested by The PPI Team and/or the policy provider to enable us to pursue your claim.
- (b) To provide us with clear instructions.
- (c) To pay the agreed fee as set out in Section 3.
- (d) To read our Terms & Conditions and to sign to say that you have agreed to them.
- (e) To retain all our Terms & Conditions for your own reference.
- (f) Provide us with your authority to correspond with your bank by signing the Letter of Authority/s.
- (g) Tell us if the lender contacts you directly – The Letter of Authority you sign states they have to contact us The PPI Team directly.
- (h) That should you proceed with the claim yourself without informing the PPI team these terms and conditions still apply to any successful claim.

## 3. Our Fee:

(a) We will charge you a fee of 20% plus VAT (at the prevailing rate). This will be based on the full offer amount (including all taxes where applicable) once received by the policy provider. The fee due is payable by you the customer and not the lender. Our service is on a no win, no fee basis.

Example A All compensation is "cash in hand"		Example B Compensation includes some "cash in hand" but includes some deductions		Example C Compensations used to offset arrears customer has on credit card, loan or mortgage	
Refund Amount*:	£2,000	Refund Amount*:	£2,000	Refund Amount*:	£2,000
Cash to client:	£2,000	Deduction from existing client finance e.g. loan:	£1,000	Set off arrears:	£2,000
		Cash to client:	£1,000	Cash to client:	£0
CMC Fee charged @ 20%:	£400	CMC Fee charged @ 20%:	£400	CMC Fee charged @ 20%:	£400
VAT @ 20%:	£80	VAT @ 20%:	£80	VAT @ 20%:	£80
Total Fee:	£480	Total Fee:	£480	Total Fee:	£480
Total cash left for client:	£1,520	Total cash left for client:	£520	Total cash left for client:	£0
*Refund amounts quoted are prior to deduction of applicable taxes.		Benefit to client in deduction of finance:	£1,000	Benefit to client in offset arrears:	£1,520

- (b) If the compensation is used by the policy provider to reduce an outstanding debt balance on your loan or credit card our fee will still be payable by you.
- (c) Our standard payment terms are that:
  - (i) The agreed fee must be paid within 14 days if your refund is paid by way of a Cheque from the policy provider.
  - (ii) The agreed fee must be paid immediately (once you have received your invoice) if your refund is paid by way of bank transfer.
  - (iii) Any payment made after 14 days will be subject to a late payment charge of 8% per annum, this will be calculated on a daily basis commencing on the 15th day after the date of the invoice.
- (d) Continued failure to pay our fee in full and within the agreed time frame may result in your debt being passed onto a 3rd party debt collection agency where you may incur further charges which will be added to the outstanding fee and may possibly lead to court action.
- (e) Our fee applies independently to each individual policy where the policy provider offers a redress on the back of a complaint initiated by The PPI Team on your behalf.
- (f) In the event that we are successful in reclaiming compensation on your behalf and you reject an offer of compensation which we deem reasonable (in accordance with the FCA and FOS guidelines) then you acknowledge that our fee may still be payable and calculated on the value of the offer as per 3(a).

## 4. Cancelling this Agreement:

- (a) In the event that we cancel the Agreement because we have advised you that your claim is unlikely to succeed, no fee will be payable by you.
- (b) We can cancel this Agreement at any time if you have breached your duties set out at paragraph 2 above.
- (c) Cancellation of this agreement by either party must be made in writing (via post or email) to: The PPI Team, Adamson House, Pomona Strand, Old Trafford, Manchester, M16 0TT or [admin@theppiteam.com](mailto:admin@theppiteam.com).
- (d) There is a 14 day cooling off period in which you may cancel this Agreement without any charge.
- (e) If you cancel this agreement after the 14 day cooling off period the PPI Team will cease any further work on your behalf and no fee will be charged. However, the full fee will be charged if an offer has already been made (or notification is given in the form of an acknowledgment to the PPI Team that an offer is to be made resulting from the work we have already completed) before any cancellation is confirmed. This Agreement is a legally binding contract and in signing it you are accepting it's Terms & Conditions.

## 5. How we use your information:

- (a) We collect personal information about you both when you apply for our services and from creditors/insurers as authorised by you on the Client Authority Form. We may also collect further information as a result of managing your PPI/PBA Claim.
- (b) We will use your personal information to provide our services to you, in particular:
  - Prepare and issue to you your PPI/PBA Claim.
  - Negotiate with your creditors/insurers on your behalf.
  - Keep you informed about your PPI/PBA Claim and our services.
- (c) You may let us know if you do not want us to use or disclose your personal information to the extent required by law, court order or as requested by other government or law enforcement authorities.
- (d) You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information, or you would like to ask us to amend any inaccurate information held by us, please write to us at the following details. Data Protection Officer, The PPI Team, Adamson House, Pomona Strand, Old Trafford, Manchester, M16 0TT. Alternatively you can email us at [dainformation@theppiteam.com](mailto:dainformation@theppiteam.com).
- (e) For further information on how your information is used, how we protect your information, and your rights to access information, please contact our Data Protection Officer. A copy of our privacy policy is available online at [www.theppiteam.com](http://www.theppiteam.com) or upon request.
- (f) You can also choose to opt out of all or selected marketing communications from The PPI Team by contacting us on 0800 849 8060 or [optout@theppiteam.com](mailto:optout@theppiteam.com).

## 6. Financial Ombudsman

- (a) We will initiate contact with your policy provider, providing them with your signed letter of authority instructing them to inform us of all accounts you hold or have held where Payment Protection has been present, we will then assess this information and where applicable forward on a Letter of Complaint to the policy provider.
- Should your complaint be defended and after the complaint process with the policy provider has been exhausted, we will then contact you again with a view to escalating the complaint to the Financial Ombudsman Service, to which we may require some further information from you in order for us to complete this process.
- (b) The Financial Ombudsman Service is available to individuals should you wish to pursue your claim independently and you have the right to seek further advice or look at alternative methods of proceeding with your claim.

Please return all signed and completed forms in the envelope provided

If you need help completing your claim form, call our helpline  
on 0800 849 8060 or email [admin@theppiteam.com](mailto:admin@theppiteam.com)



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