

# Payment Protection Insurance/Package Bank Account

## PPI/PBA Terms and Conditions

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: Marsland House, Marsland Road, Sale, M33 3AQ (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.

If we are successful in claiming compensation for you, we will charge you a fee of 39% plus VAT of the full offer amount. The Terms & Conditions overleaf will apply to the Agreement between you and us.

**Policyholder signature**

Sign here

Date

**Additional Policyholder signature**

Sign here

Date

PPIA439%



# 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 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.
- If you do need to contact us with a complaint you can contact us by phone, email or in writing at, 0800 8498060 option 5 / [complaints@theppiteam.com](mailto:complaints@theppiteam.com) / The PPI Team, Marsland House, Marsland Road, Sale, M33 3AQ or visit our website for our full complaints procedure: [www.theppiteam.com/about/complaints-procedure](http://www.theppiteam.com/about/complaints-procedure). A copy of the complaints procedure is available in writing on request.

## 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 39% 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 1: All Compensation is "Cash in hand"

-Mr A is awarded a gross refund of £3,500, after the Tax deduction Mr A will receive £3000. Mr A will be charged a fee of 39% (£1,365) by us the Claims Management Company (CMC). He will also pay VAT at 20% (£273), the total bill Mr A will pay is £1,638. In this example Mr A will have £1,362 left after paying the fee to the PPI Team.

### Example 2: Compensation includes "cash in hand" award with loan and future instalment reduction

-Ms B is awarded a gross refund of £3,500, after the tax deduction Ms B will receive £3000. £1000 of this award will be deducted from the outstanding balance on her Loan. Ms B will be charged a fee of 39% (£1,365) by the Claims Management Company (CMC). Ms B will also pay VAT at 20% (£273), the total bill Ms B will pay is £1,638. In this example Ms B will have £362 left after paying the fee to the PPI Team and £1000 being deducted off future loan payments.

### Example 3: Compensation is used to offset arrears customer has on credit card, loan or mortgage

-Mr & Mrs C are awarded a gross refund of £3,500, after the Tax deduction they will receive £3,000. The whole sum of this award will be deducted from the outstanding balance of their finance. Mr & Mrs C will be charged a fee of 39% (£1,365) by the Claims Management Company (CMC). They will also pay VAT at 20% (£273), the total bill Mr & Mrs will pay is £1,638.

In this example Mr & Mrs C will not receive any refund. They will however reduce the arrears on this account by £3000 meaning they will have benefitted from the service and will have to pay £1,638 to the CMC.

- (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.

## 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 in writing to: The PPI Team, 1st Floor Marsland House, Marsland Road, Sale, M33 3AQ.

- (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. Data Protection statement:

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. 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.

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.

You may contact our Data Protection Officer in writing at any time at the address given below for further information or if you want to request a copy of the personal information we hold about you, or to ask us to amend any inaccurate information held by us. If you request a copy of personal information we hold about you we will charge you a fee of £10. This will be sent to you within 40 days of us receiving cleared payment of the fee.

## 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.

From time to time Lepus Marketing Ltd may share your details with carefully selected 3rd parties for products and/or services which we feel may be of benefit to you, to opt out of this please tick here:

**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)**

**The PPI Team, 1st Floor, Marsland House, Marsland Road, Sale, M33 3AQ**