

Terms of business

These Terms of Business set out the agreement between you and PPI Winners Limited. Please read the terms carefully to ensure that you understand them before signing.

1. Definitions

“**Benefit**” means all non-monetary benefits in whatever from including but not limited to all benefits that will arise from any waiver, cancellation, reduction, saving, deduction or rescheduling of any outstanding or future loan or interest payments, credit payments, premiums, charges or other interest or administrative payments or any other saving, inducement, discount or rebate offered in relation to any other products or services offered by the financial company or persons connected to the financial company.

“**Claim**” means the Client’s claim or claim or claims against the company relating to the mis-selling of a Payment Protection Insurance policy.

“**Client**” means the policy holder(s)/account holder(s) whose details are set out in the letter of Authority and who have appointed PPI Winners to provide the Services.

“**Company**” means the financial institution and/or persons to whom the letter of authority is addressed being the Insurance Company, Bank, Building Society, Credit Card Company or Financial Adviser or any other entity which sold the policy or gave the advice to the Client (Including for the avoidance of doubt any employee, director, agents, representatives and associates of those entities or any other entity and/or any of their predecessors).

“**Compensation**” means any sums paid or awarded in respect of any claim made by us on your behalf. This includes “benefits, compensation, gestures of goodwill, refunds, discounts, any reduction in the loan outstanding and/or any interest or capital recovered. Where such an offer is revised on appeal during the term of this agreement, then the higher amount shall be used in order to calculate the amount of the compensation.

“**Fee**” means the fee of 20% of the total compensation payable.

“**Letter of Authority**” means the letter included in the claim pack to be sent to the Company from the Client.

“**Services**” means the work which we will undertake on your behalf in respect of your Claim including assessing the viability of, preparing, submitting and negotiating

your Claim and which is set out more specifically in clause 3.

“**Terms**” means these terms and conditions.

“**Us**”, “**We**” and “**Your**” means PPI Winners limited.

“**You**” and “**Your**” means the client(s).

2. Duration:

1. The contract shall commence on the date you sign and return these claim terms to us and, unless terminated earlier as per clause 6 below, will continue until the earlier of:

- Compensation is recovered for you by us and you have paid the Fee, or
- We have advised you in writing that in our opinion your claim is unlikely to succeed and we are declining to act for you.

3. We agree to:

- Review your claim application and assess the likelihood of your claim being successful.
- If after we have reviewed your application, it is our opinion that your claim is unlikely to be successful we may decline to act for you. We will notify you of this fact in writing.
- If we accept your claim application, we will confirm this to you in writing and prepare and submit your claim to the company that sold you the PPI policy.
- We will liaise with the company and use reasonable endeavours to pursue your claim.
- We will notify you promptly of any requests for additional information or documentation that the company need to investigate your claim.
- Notify you in writing of any offers of compensation made by the company.
- Obtain your agreement before accepting or rejecting any offer or compensation.
- Notify you of any circumstances beyond our control which prevent us from performing the services under this contract.

4. You agree to:

- Appoint us as your exclusive agent to handle this claim. This means that you cannot appoint another person or firm to act on your behalf in respect of this claim, unless you terminate this agreement with us.
- Provide full authority to us to deal with the company on your behalf.
- Provide truthful and accurate information regarding your claim.
- Provide copies of all documentation that are in your possession and which relate to the claim.

5. Respond promptly to requests by us for further information, or documents that may be needed to progress your claim.

6. Pay our fee due as a result of a successful claim.

7. Upon receipt of an invoice for the fee, you will pay the amount due to us within 14 business days of receipt.

8. Notify us promptly upon becoming aware of any changes in your circumstances which could affect the claim. This includes, but is not limited to, any arrears, the issue of a default notice, a petition for a County Court Judgement or bankruptcy claim, where the matter relates to an account under which we are pursuing a claim on your behalf. In these circumstances, we reserve the right to terminate the agreement in accordance with clause 7.1.

5. Fees

1. Our fee is 20% of the compensation which we obtain for you as a result of a successful claim.

2. We will not charge you if the claim is unsuccessful.

3. Once you have received compensation from the Company we will send you an invoice for an amount equal to 20% of the compensation.

4. Our fee must be paid within 14 business days of receipt of the invoice (this is known as the grace period).

5. We reserve the right to charge you for any reasonable costs incurred in seeking to recover our fee from you including interest at the rate of 2% per annum over the base lending rate of Barclays Bank if our fee is unpaid at the end of the grace period described in 5.4 above.

6. How You Can Cancel This Agreement

- You have 14 days from the date of signing this agreement to cancel your authority for us to act on your behalf. Cancellation is without charge and you will have nothing to pay under this agreement.
- You can cancel the agreement at any time after this by writing to us at PPI Winners Limited, Po Box 68525, London, SW15 9ES
- If you cancel the agreement in accordance with clause 6.2 above, we reserve the right to charge a fee of £10 per hour to cover our reasonable costs for the work undertaken in processing your claim up to the date of cancellation subject to an overall maximum of £150.
- If at the time of cancellation described in 6.2 above, we have received either confirmation that the claim is to be upheld or an offer of compensation, which has been calculated in accordance with the rules of the Financial Services Authority or the principles used by the Financial Ombudsman Service and which we recommend is accepted by you, we reserve the right to charge the full fee.

7. How We Can Cancel or Change This Agreement

- We can cancel this agreement by giving you 14 days’ notice in writing if any of the following events occur:
 - We become aware that your claim is unlikely to succeed.
 - You are declared bankrupt.
 - You enter into an Individual Voluntary Arrangement with your creditors or have a Bankruptcy petition presented against you.
 - You provide information which you knew to be false or misleading in support of your claim and this information is material to the success of your claim.
 - You fail to respond to reasonable requests for information in and this prevents us from providing the services.
- We will always make reasonable attempts to contact you prior to serving notice of termination.
- Subject to the notice period in clause 7.3 below, we may change the terms of this agreement from time to time to reflect the increased cost of providing the service to you, to reflect changes or predicted changes in taxation.
- We will always give you at least 14 days’ written notice of any changes before they take place. If you are not willing to accept the proposed change, you will be free to end the agreement and you will have no amount to pay under the Agreement.

8. General Conditions About This Agreement

1. This Agreement is governed by English law.

9. Regulation

PPI Winners Limited is regulated by the Claims Management Regulator in respect of regulated claims management activities. Our authorisation number is CRM30751 which can be checked on the website: www.gov.uk/moj/cmr

I have read and agree to the terms

First Policy

Holder Signature:

Name:

Date:

Second Policy

Holder Signature:

Name:

Date:

Phone 0800 978 8193

Fax: 0800 978 8194 Email: info@ppiwinners.com

www.ppiwinners.com