

Terms and Conditions *(your copy to keep)*



Please read our terms carefully in conjunction with our “Key Facts”, and only return your signed paperwork if you’re happy to proceed!

- You are receiving these Terms and Conditions because we would like to prepare a compensation claim for mis-sold PPI for you.**
- We need to contact your Finance Companies in order to find out if you had PPI. Upon return of your Letters of Authority, **we will contact your Finance Companies and they will respond confirming if you had PPI within 4-6 weeks.** If PPI is found, some Finance Companies have agreed to investigate your PPI claim straight away and you may receive an offer at this stage. If you don’t receive an offer at this stage, we may ask you to complete a PPI Consumer Questionnaire to help your claim. **We then review your questionnaire and submit this to your Finance Company within 2 weeks.** We will process the finance company’s acknowledgement and help field any queries where we can – you may have to answer some more questions at this time. **Your Finance Company is then entitled to 8 weeks to issue their “Final Response” which we will review** and could be to a) offer you compensation to settle your claim or b) reject your claim. You may then be required to sign additional paperwork in order for your compensation to be issued. You should receive a copy of their decision directly, but we will contact you after we have reviewed their decision. We will keep you updated throughout the process.
- You do not have to use a claims management company like FindYourPPI. You can make claims directly with your finance companies. More information about how to do this is at www.fca.org.uk/ppi If you are unhappy with the final decision of your finance company, you can complain to the Financial Ombudsman Service (FOS) at www.financial-ombudsman.org.uk. If your finance company is no longer trading, the Financial Services Compensation Scheme (FSCS) may be able to help at www.fscs.org.uk
- The volume of last minute claims before the 29th August 2019 deadline** means that many banks are in considerable backlog. FindYourPPI will continue to endeavour to secure all claims where paperwork has been completed correctly but can accept no fault should your claims become **time-barred**. Please do your part by ensuring you complete forms accurately and return immediately.
- In certain circumstances we may decide to stop acting for you, for example if there is a breakdown in communication with you, or we feel that your claim is fraudulent, vexatious or frivolous or we can no longer help with your claim.
- Our service in tracing PPI Claims is free. But if you choose to proceed in allowing us to reclaim your compensation, by signing our agreement form, you are agreeing to **our fees of 20%+VAT (this means £24 in every £100) of the “Cash in Hand” compensation that you receive** as a result of our work. Our invoice should be settled as soon as you receive payment and it is your responsibility to let us know that you have received your compensation. **FindYourPPI is not typically paid by your finance company directly, so please ensure you have retained sufficient funds to pay our fees.**

Offer Examples:	Your offer (compensation)	Our Fees (24% inc. VAT)	You Retain
Cash in hand compensation received after any reductions. <i>Basic Rate Income Tax is typically deducted from the interest element of your PPI Compensation offer – the percentage of your total offer that is liable to income tax can change substantially case by case. These figures are representative only.</i>	£10,000	£2,400	£7600
	£3,000	£720	£2280
	£1,000	£240	£760

By “Cash in Hand”, we are referring to the benefit you received via a cheque or bank transfer, after deductions at source have been made:

- We NEVER charge on the compensation that is deducted at source to pay basic rate income tax, even if you’re entitled to reclaim this back later from HMRC. **We don’t take into consideration any additional income tax that you may be charged by HMRC if you are in a higher earning tax bracket.**
 - We NEVER charge on any compensation where it is unavoidably retained by the Finance Company to pay any arrears you may have on the account.
 - If you are bankrupt or in an IVA, we will NEVER charge you on compensation retained by the Finance Company and paid to the Official Receiver or Insolvency Practitioner.
- Your invoice should be settled as soon as you receive funds from your lender unless otherwise agreed with us in writing. Thereafter, we reserve the right to charge interest on the total sum owed at a rate of 8% per annum. In addition to this, it is agreed that we shall be entitled to recover all of our costs and charges, including trial and Advocate costs in connection with securing the payment of any such outstanding amounts.
 - FindYourPPI’s fees are charged as a percentage of cash recovered because we never want our fees to exceed the amount of compensation you receive. We are often unaware of the value of a claim until after it has completed. Claims have been known to be worth as little as £1 and others have been known to be worth £tens of thousands. We work on the high value cases at a profit, so that we can afford to handle the low value cases at a loss. In proceeding, you understand and accept this.
 - On submission of a PPI claim, your Finance Company may offer you PPI compensation for other Credit Agreements you have had with them. **Our fees are applied to any offer of compensation that you have received from any Finance Company as a result of our work.** This also includes any delayed compensation you may receive after our arrangement is finalised.
 - Sometimes an offer of compensation may arise as a result of our work that is directly linked to PPI, such as a “PPI Commission Only Offer” or dispute resolution. We are entitled to charge our fees on an offer of compensation like this.
 - You have 14 days from the date of signing the Agreement Form to cancel your agreement with no charge, under our “cooling off” period.** The easiest way to cancel your claim is by going to www.FindYourPPI.com/cancel-claim, or alternatively by writing to our postal address. You only need to tell us a) your name, b) your client reference number and c) you wish to cancel. You can also cancel at any time after that in the same way but if a Finance Company has issued a letter of intent to make an offer before the cancellation takes effect then our fees will apply to the offer of compensation you have received.
 - If you are aware of any other Credit Agreements that have PPI, which you would like us to pursue, please contact us at your earliest convenience,** via our website at www.FindYourPPI.com/contact or in writing, so that we may prepare a compensation claim without delay.
 - If you are unhappy with our service, you can contact us at complaints@FindYourPPI.com, or in writing.** We will look to resolve your concerns immediately but if we are unable to do so within three days of receiving your complaint, we will acknowledge your formal complaint and issue our Final Response to your complaint, within 8 weeks. Lynden Ltd, trading as FindYourPPI, is authorised and regulated by the Financial Conduct Authority under Firm Reference Number 834514. If you wish to take your complaint further, you can ask the Financial Ombudsman Service to look into it for you and you will need to contact them within 6 months of our Final Response letter – they will ask to see the letter as summary of our investigation. They can be contacted on 08000234567, email (complaint.info@financial-ombudsman.org.uk) or in the post (Financial Ombudsman Service, Exchange Tower, London, E14 9SR).

Privacy Policy

Like our Terms and Conditions, let’s keep things simple here too...

- Your information is only shared with Finance Companies you have had financial relationships with and their regulators, so that we can determine whether you had PPI and in order to secure you compensation.
- We use GDPR-compliant outsource companies that adhere to the highest security standards in order to process client data and print client documentation.
- Your information is NEVER shared with anyone else.
- We securely destroy all physical paperwork and retain electronic copies for the purpose of tracing and pursuing your PPI Claims. We will also retain these electronic copies for a period of 6 years after your claims have finalised for auditing purposes.
- You are entitled to obtain copies of your personal information that we hold. You can contact our Data Protection Officer at www.FindYourPPI.com/dpo, or write to us, with your request for information. Please help us by being as specific as you can with the information you would like to receive!

For full details of our Privacy Policy go to FindYourPPI.com/Privacy