

Important Information about your Claim

What is PPI ?

PPI (Payment Protection Insurance) is a form of insurance which was sold on personal loans, credit cards, store cards, car finance, overdrafts and mortgages. It was designed to cover your monthly payments on your finance accounts should you have been unable to work due to accident, sickness or redundancy.

PPI has been around for decades. In theory, it is a useful, important product to have because it can provide you with piece of mind to cover your loan / credit card / mortgage payments should you be unable to work. However, it was 'mis-sold' to thousands of people.

Generally, PPI was sold by the big high street banks between the late 80s and 2010. However, the majority of the insurance was sold between 1998 and 2008/09. Therefore, if you held any finance between those dates, there is a possibility you may have been paying for PPI.

A. Our Best Advice To You:

We are regulated by the Claims Management Regulator in respect of regulated claims management activities. As such, we must abide by all of its rules. Should we fail to do so, we risk significant sanctions which include the suspension or cancellation of our authorisation:

- We must conduct ourselves with honesty and integrity
- We must conduct ourselves responsibly
- DRB Legal must be directed by people with the necessary competence
- We must ensure anyone working for us has enough training and competence to perform their duties

We must advise you that you are able to undertake your claim yourself through your lenders' internal complaints procedures and the Financial Ombudsman Service. There is no evidence to suggest you will receive a more favourable outcome if you use our service.

- However, we understand you may not realise you are able to make a claim for PPI miss-selling, we can review your case to make sure you are given professional advice about your prospects of success.
- We know the language used by the banks and we have an insight into their processes.
- We won't be put off by a bank rejecting your case, we will continue to fight until we have done everything we possibly can to recover compensation that is due to you

There are a number of different organisations, claims management companies and solicitors' firms, who could deal with this claim for you. If you would like to take time to consider instructing another company, please research whether they have the necessary skills and experience, and check whether you could be liable for their fees if your claim fails.

If you do choose to place your claim with us you can be sure that whatever happens, we will always maintain a positive, professional service on your case and will not charge you a penny if your claim is unsuccessful.

B. Our Free Checking Service

If you are not sure if you have been paying PPI on your historic borrowing, we can contact your lenders to see if you were charged any PPI. We conduct this service for you completely free. All you need to do is provide us with the name(s) of any lenders you have held finance with in the past. We can then approach them for your information.

If it transpires that you were sold PPI on certain borrowing, we can attempt to make compensation claims on your behalf in an effort to recover any compensation which may be due to you.

We must make it clear that it is entirely your decision as to whether you decide to then instruct us to undertake the claim on your behalf. Alternatively, you may choose to deal with the claim yourself directly with your bank/lender.

Our free checking service is therefore undertaken on a strict no-obligation basis. You do not have to use our services to undertake your compensation claim in the event we locate PPI in your name and there is no charge whatsoever if we are unable to locate any PPI in your name.

C. How far back can I claim?

We have successfully claimed compensation on loans from as far back as the 1980s. However, if you (or your lender) do not hold any documentation about your historic borrowing, then we may not be able to help.

This is because the majority of banks / lenders do not hold records prior to the late 90s and so if you don't have information about your finances prior to this date, then there is little chance your lender will.

Therefore, the general rule is that if you do not have information about your historic borrowing, we may be able to recover the details from your lender (via our free checking service) if the finance was taken out between the late 1990s and 2010 (when the banks generally stopped selling PPI). We can give you more advice on specific banks / lenders retention periods if you contact us.

D. Your Payment Protection Insurance Contract and Compensation:

In the (rare) event a compensation claim is made on your behalf and your borrowing account is active / live and you are making payments, part of the compensation offered would involve the cancellation of your Policy. This does mean you will benefit from lower monthly payments for the remainder of your term, but it also means you will lose the cover under the Policy. If you are concerned about not being covered in the event of accident, sickness or unemployment, then you should make provision to purchase a separate Payment or Income Protection Policy from a standalone provider. Details of these policies can be found on the high street and internet.

If we are able to recover compensation for you, it is entirely your decision on how you wish to use that payment, but we would suggest using it to reduce either the balance or term of your account (should it be live)

E. How long will my claim take?

It can take 2-6 weeks for us to conduct our free checking service on your behalf. This is because different banks / lenders have different response times and some can take much longer than others. We can provide a more accurate timescale if you confirm the names of your lenders to us.

If we locate PPI and you choose to instruct us, your lender has up to 8 weeks to investigate your claim. Some lenders deal with claims quickly and others take the full 8 weeks. If the claim is rejected and appealed to the Financial Ombudsman Service, the claim can take up to 2 years.

F. How much will you receive?

The average compensation offer on a successful single claim is £2,200. However, you may receive far more than or far less than this.

The amount you receive depends on the amount of your finance or balance of your credit card, the original cost of the policy and/or whether you had other loans with the same provider which paid off earlier loans

You need to be aware that the £2,200 average does NOT take into account our charges at 30% + VAT. The average compensation figure quoted is also net of income tax which will be applied to the 8% compensatory element of your compensation offer.

G. Will my claim be successful?

We believe it is likely that we can obtain a successful outcome on your case. However, if your lender rejects your claim, we will have to review their decision to see whether we believe there is a 'reasonable' prospect of success in appealing their decision. If (with reference to your circumstances at the time of the sale of the PPI) we believe you have a strong case, we will recommend that we forward your claim to the Financial Ombudsman Service (FOS). Whilst we cannot guarantee that FOS will rule in your favour, we will do all we can to ensure a successful conclusion to your claim.

H. Will making a claim affect my relationship with my bank?

We have never experienced a customer suffer any adverse reaction from a bank following a PPI Mis-Selling claim. However, we cannot guarantee this and if you are at all concerned, you should speak to us before making your claim.

I. Can I claim if I am in Arrears, in a Debt Management Plan or Bankrupt?

Yes you can. However, any compensation that would be due to you may be applied against the arrears on your account. For this reason, we do not want to put you into a position whereby we recover compensation for you, but you do not receive any money directly. Please contact us for more information and we can give you guidance as to your options. If you are in an IVA or adjudged Bankrupt, you should seek guidance from your Insolvency Practitioner or the Official Receiver.

J. Referral Fee:

You may have been introduced to us by another company. The introduction is regulated by the Claims Management Regulator. As you have been referred to us by an introducer then details of the referral fee paid (or other financial arrangement) must be disclosed to you. The amount we pay to your introducer is not an extra payment, it is totally separate to the fee we have quoted to you.

Terms and Conditions

A. What DRB Legal will do for you:

With your permission, DRB Legal will make checks with your lenders to see if you have been sold PPI on your past borrowing. This is a free service and is explained overleaf.

If PPI is located and you wish us to conduct a compensation claim on your behalf, DRB Legal will review the sale of your PPI policy, take information from you about the sale of the PPI and undertake a claim on your behalf for the mis-selling of that PPI should we feel you have a reasonable prospect of success.

Please be aware that if you do decide to formally instruct us to deal with your claim, you will need to sign our 'letter of authority' and agree to these terms and conditions. This will be fully explained to you following the outcome of our free checking service.

Once we initiate the claim, we will keep you informed of the progress of the case throughout and forward you any information promptly in connection with your claim.

We will correspond directly with the party responsible for providing the advice to take out your policy. Please be aware that this isn't always the institution who you make (or made) your monthly payments to.

We will pursue your claim through the Financial Ombudsman Service (FOS) and/or the Financial Services Compensation Scheme (FSCS).

We will let you know when we receive an offer from your lender. We will review it and advise whether the offer is fair and reasonable. If an offer is not satisfactory, we will advise you accordingly and explain your potential routes of appeal.

In the event the compensation award is paid to us, we will forward your compensation payment to you (after deducting our fee) as soon as possible once we have received such compensation from your lender.

We will not provide you with any specific financial advice under the terms of this agreement.

B. What are your responsibilities to DRB Legal:

If you instruct us to deal with your claim (following our free checking service), we would ask you to provide us with any account documentation (if you have any) to ensure we are able to review any and all paperwork which may be relevant to your compensation claim and provide any further information promptly so we can deal with your case as quickly as possible. Furthermore, you agree to provide a disclosure statement confirming you have passed us all the information you have in your possession about your accounts.

To provide us with clear instructions and not to mislead us about your claim. You are responsible for all the information and statements you pass to us. Please ensure you read any documentation we pass to you carefully and always contact us if anything is unclear.

Not to contact or pass information about your claim directly to your lender. All communication should take place between DRB Legal and your lender directly. If you receive any correspondence from your lender, please send it to us.

C. Our Fee:

Unfortunately, your lender is not required to pay our professional fees for dealing with your complaint. As such, our fee is assessed as a percentage of your final compensation should we recover an award on your behalf.

Our Fee is 30% of any compensation that you receive plus VAT (at the prevailing rate at that time) per claim. We have set out some examples below :

Example A All compensation is "cash in hand"	Example B Compensation includes "cash in hand" award with loan and future instalment reduction	Example C, Compensation is used to offset arrears on a credit card or loan
Total Compensation = £1000	Total Compensation = £1000	Total Compensation = £1000
Of which is "cash in hand" = £1000	Of which is "cash in hand" = £500	Of which "cash in hand" = £0
Fee Charged @ 30% = £300	Fee Charged @ 30% of £500 = £150	Set off - Arrears = £1000
Vat @ 20% = £60	Vat @ 20% = £30	You Pay Us - £0
You Receive = £640	You Receive = £320	
You Pay Us = £360	You Pay Us = £180	
(And no reduction in loan as it is already paid off in full)	(And a reduction of £2000 in future loan instalments)	(And a reduction of £1000 in your outstanding loan)

Should we be unable to recover any compensation on your case, you will not be liable to us for any fees - this is known as a No Win No Fee arrangement.

Payment of our fees is due within fourteen days of our invoice (or within 14 days receipt of your compensation (whichever the sooner).

Should the award be paid to us directly, your compensation will be placed into a designated Client Account, our agreed fee deducted and the remainder sent to you without delay.

D. Failure to Pay our Fees:

All invoices must be paid in full within fourteen days of issue or within 14 days of receipt of your compensation (whichever the sooner). The costs of any invoice reminders may be added to the outstanding debt as follows :

- Second Reminder Letter - £20 + Vat (£24)
- Third Reminder Letter - £20+ Vat (£24)
- Letter Before Action - £50+ Vat (£60)

The costs of any action (eg, court fees) will be added to the outstanding debt.

E. Cancelling this Agreement:

DRB Legal can cancel this Agreement at any time throughout the claim. We may do so if we do not believe that your case has a reasonable chance of success.

You are able to cancel this agreement at any time without charge by contacting us and telling us you wish to withdraw your claim. However, if you cancel this agreement after an offer of compensation has been made, you will still be liable for our fees of 30% + Vat of the compensation amount.

F. Data Protection Policy:

We will hold, control and process your personal information in accordance with the Data Protection Act 1998. By providing your personal information to us, you explicitly authorise us to process the information for the purposes set out in this paragraph. You can, at any time, request a copy of all information we hold relating to you by writing to us (a written Data Subject Access Request in accordance with the Data Protection Act). You will be charged an administration charge of £10.00 for this.

We will use the personal information you provide

- to provide claims management services to you and administer your case with us;
- to assess our clients satisfaction and to improve our services
- to contact you by telephone, letter or email to market our services – if you do not want us to do this, then you must tell us

We may disclose your personal information to other companies (such as the seller of your policy, the insurers, lender or the Financial Ombudsman Service) should the need arise during the process of your claim. If you provide information to us about another party, you confirm that such party authorised you to do so and consents to our processing that personal information.

G. Complaints Policy:

DRB Legal operate a complaints policy. We take all complaints very seriously and are committed to resolving your concerns fully. If you are dissatisfied with any aspect of our service, please visit www.ppiclaimnow.co.uk/complaints for details of our complaints procedure. Alternatively, please contact us via telephone and we will be happy to send you a copy.