

PPI & Unfair Relationship Reclaim Process

Client ID:

- You will be allocated a personal Account Manager who will be your primary point of contact with us.
- We require to have an up-to-date Letter of Authority on record for each account that we are reviewing for you. Wherever possible, please quote your Client Reference when corresponding with us or your PPI providers. If you are contacted by your PPI Provider then please state in any correspondence that you have authorised MoneySave Solutions to act as your appointed PPI Reclaim Company. Your PPI provider(s) will have a record of our Letter of Authority on their records.
- We have an obligation to prove that a PPI policy was sold to you by the PPI Provider and the party responsible for the sale of the PPI policy. This forms the basis of the claims assessment process in the first instance. Proof may be established from combinations of:
 - a) Evidence supplied by the PPI Provider
 - b) Original or copy documentation supplied by you, which may include recent letters from the PPI Provider
 - c) Your credit report identifies open and closed credit agreements where PPI may have been sold
 - d) Data Subject Access Request (DSAR) to the PPI Provider under GDPR and the Data Protection Act 2018
- Letters, copies of agreements or PPI Provider statements are easiest and fastest ways to prove that a PPI policy was sold. A DSAR is likely to take 5 weeks to receive and analyse a response from the PPI Provider.
- Once evidence is obtained then we will review the reasons why you believe that you have been mis-sold PPI on one or more of the accounts where you have signed a Letter of Authority. Where we agree that it is in your best interest to make a claim then we work with you to complete the PPI Questionnaire for each of the PPI Providers (if the business is still operating). If the business is no longer operating then we will contact the Financial Services Compensation Scheme (FSCS), to determine if the FSCS are processing claims on the PPI Providers behalf. The PPI Questionnaire asks you the details about your circumstances at the time of the sale of the PPI and for your recollections in your own words about what happened during the sale. The questionnaire needs to be signed by you. Whilst statements remain your responsibility, we are experienced in assisting you in completing this questionnaire.
- The PPI Provider generally has eight (8) weeks to investigate the complaint under the Financial Conduct Authority (FCA) complaint handling rules . If this is a new PPI complaint then the PPI Provider also has an obligation to consider whether the Plevin ruling applies.
- If we are unable to agree compensation with the PPI Provider during the complaint investigation period then we will review the final response from the PPI Provider and determine whether to escalate your complaint to the Financial Ombudsman Service (FOS). Your questionnaire will form the basis of the complaint along with the final response of the PPI Provider. The PPI Provider will be required to complete a corresponding business questionnaire using a standard FOS template. FOS will then adjudicate on the complaint. This process can be quite protracted.

- We will keep you fully informed of progress at every stage. We will promptly advise you of any requirements concerning each claim and any request to us for further information from third parties.
- Your agreement ends once we have completed the complaint process for all accounts that you have asked us to action or you terminate the agreement with us.

What is a successful outcome?

- We only pursue a claim where it is in your best interests to do so. We will advise you at the earliest opportunity if any credit agreement that you have asked us to act upon fails this criteria. This is most common where you have arrears with a PPI Provider (e.g. loan or credit card provider) and the method of compensation is a set off against the loan or credit card balance. In this situation, there may be no cash-in-hand compensation or insufficient to pay our fee if the client is already in serious financial difficulty. This is established when the contract is entered into and MoneySave Solutions has an obligation to treat customers fairly.
- It is our experience that some clients we assist for a PPI Review have not repaid loans in full and that compensation will not be 'cash in hand', but can also take the form of:
 - a) A reduction in the balance outstanding on your loan
 - b) A reduction in future repayment instalments on your loan
 - c) A reduction in debt arrears on your loan
- Any monies paid to us, other than the PPI Reclaim Fee, will be paid into a client account designated for regulated income. You agree that compensation can be sent directly to us and that we retain our fee in respect of that claim before paying you the balance of the compensation. In practice, the PPI Provider will normally pay directly unless you are in an IVA, in which case the compensation will be paid to the Supervisor of the IVA.
- We are here to help you, so if your circumstances change please contact us immediately, to review your PPI Reclaim Plan.

Our fees explained

- In the event we are not able to reclaim some or all of your PPI premiums and/or any accrued interest in respect of any case you place with us we will not charge a fee in respect of that claim.
- Where we are able to reclaim your PPI premiums and/or any accrued interest in respect of any account you place with us then we will charge 20% plus VAT of the 'cash in hand' amount. VAT will be applied at the standard rate at the time of invoicing you.
- Where your PPI provider exercises a right of setoff (i.e. Your PPI provider applies any refund, together with any interest due to you on your PPI premiums against monies owed by you to your PPI provider in respect of any credit or other financial agreements you have with your PPI provider) or reduces your outstanding loan or loan payments then we shall charge you a success fee of 20% plus VAT. VAT will be applied at the standard rate at the time of invoicing you.
- Where 'cash in hand' compensation is paid by the PPI Provider directly to us then this Compensation will be paid into our Client Account and upon cleared funds, we will promptly disburse to you the net compensation due with an accompanying statement for that account.

The examples below illustrate how this can work in practice for a PPI mis-selling reclaim:

Example 1: All compensation is cash-in-hand on a closed loan account
Mr A is awarded £3,000 compensation on loan account that is closed. From this compensation payment Mr A will be charged a fee of 20% (£600) by MoneySave Solutions. He will also pay VAT at 20% (£120), making the total bill Mr A will pay to us £720 within 14 days of receipt of his compensation.
Example 2: All compensation is cash-in-hand" on an open loan account
Ms B is awarded £3,000 compensation on loan account that is open, representing the PPI loan and accrued interest on the PPI loan to-date. From this compensation payment Ms B will be charged a fee of 20% (£600) by MoneySave Solutions. She will also pay VAT at 20% (£120), making the total bill Ms B will pay to us £720 within 14 days of receipt of her compensation.
Example 3: Compensation includes cash-in-hand award and future instalment reduction
Mrs C is awarded £3,000 compensation. £2,000 of this award will be deducted from the outstanding balance on her loan. Mrs C will be charged a fee of 20% of £1,000 (£200) by MoneySave Solutions. She will also pay VAT at 20% (£40), making the total bill Mrs C will pay to us £240 within 14 days of receipt of her compensation.
Example 4: Compensation is used to offset arrears consumer has on credit card or loan
Mr & Mrs D are awarded £3,000 compensation. The whole sum of this award (£3,000) will be deducted from the outstanding balance on their loan. They will be charged a fee of 20% (£600) by MoneySave Solutions. They will pay VAT at 20% (£120), making the total bill Mr & Mrs D will pay to us £720 within 14 days of receipt of their compensation. MoneySave Solutions will determine whether making the claim through them is in the client's best interests if they are in serious debt and will also consider whether other claims are in progress that may deliver cash-in-hand compensation to pay this sales invoice.
Example 5: Main PPI complaint is not upheld, but an 'unfair relationship' on a loan is upheld under Plevin
Mrs E receives a letter from the PPI Provider stating that they wrote to her in March 2014. The PPI policy was sold more than 6 years ago, the Financial Conduct Authority (FCA) complaint handling rules set a time limit of 3 years from the date that a consumer became aware that they had cause to complain. Her sale occurred more than 6 years ago and the complaint was made more than 3 years after the PPI Providers letter from March 2014. The complaint is out-of-time. As part of the complaint assessment, the PPI Provider also assessed for an Unfair Relationship under the Plevin ruling. They did not inform Mrs E that they would receive a commission and a share of any related profits from the insurance company providing the PPI cover. The PPI Provider calculated the redress from their decision based on the undisclosed commission and profit share that Mrs E paid on the premium above 50%. This was made up of the redress and gross compensatory interest minus the tax withheld. This amounted to £400. Our fee is 20% of £400 plus VAT. This amounts to £96.

We shall issue a sales invoice upon confirmation of a successful claim on an account by account basis. You will be given fourteen (14) day payment terms on the sales invoice.

Tax liability

Please note that in accordance with current UK tax legislation that you may be liable for to pay income tax on any accrued interest calculated by the PPI Provider that forms part of their compensation offer, whether this is cash-in-hand or an alternate form of compensation. You may need to include this amount in your tax return if you currently complete one. If you do not then you may need to inform HM Revenue & Customs that you have received compensation from a successful claim.

Any tax liability arising as a result of a successful claim will be your responsibility, though we will advise you whether any tax liability has been deducted, and on what basis, at the point of compensation being delivered by the PPI Provider. The PPI provider will generally include a warning regarding tax liabilities in their final response.