

PPI Reclaims (Scotland) Ltd T/A Beat the Banks is authorised and regulated by the Financial Conduct Authority with reference number 832771. You should be aware of time limits attached to your claim such as when you may run out of time to bring a claim (known as the 'limitation period'). You can also find answers to some frequently asked questions about our claim process in our summary document. These Terms and Conditions form the legal agreement between us.

**Definitions in this agreement**

'Claim/Claims' means Your claim or claims against the Third Party relating to the mis-selling of a Financial Product or a breach of legislation relating to a Financial Product.

'Data Protection Legislation' means the Data Protection Act 2018 (DPA) and the General Data Protection Regulation 2016 ('GDPR').

'Fee/s' means the charges payable by You as set out in these terms.

'Financial Products' means pensions and investments.

'Gross Amount' means the total amount of Redress offered before any tax is deducted, before our Fee is deducted, before it is placed into your pension or before any Redress is offset against debt or arrears.

'Letter of Authority' means the signed letter of authority which you provide to Us in respect of a Claim.

'Personal Data' means any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier such as name, identification number, location data or an online identifier.

'Redress' means any sums paid, offered or awarded in respect of any Claim as a result of Our efforts. This includes benefits, redress, gestures of goodwill, ex gratia payments, refunds, discounts, any reduction in the loan outstanding or outstanding liabilities, any amount added to a pension and/or any interest or capital recovered. Where such an offer is increased on appeal during the term of this agreement, then the higher amount shall be used in order to calculate the amount of the Redress.

'Services' means the work which We will undertake on your behalf in respect of your Claim set out in Clause 1.

'Third Party' means the financial institution and/or persons to whom the Letter of Authority in relation to a Claim is addressed such as a pension provider, or financial adviser or any other entity which sold the Financial Product or Service or gave the advice to You. 'Third Party' also includes the Financial Ombudsman Service (FOS), The Pension Ombudsman (TPO) and the Financial Services Compensation Scheme (FSCS).

'Us', 'We' and 'Our' means PPI Reclaims (Scotland) Ltd T/A Beat the Banks.

'You' and 'Your' means the client(s) whose details are recorded on the Form of Authority.

**Clause 1 - What we will do for you:**

1. We will review Your Claim and ask you a series of questions to enable Us to ascertain the basis and merits of your claim.
2. We will assess the likelihood of Your Claim being successful and provide Our advice on this.
3. If after We have reviewed Your Claim, We reasonably believe that it is unlikely to be successful or it is not in Your best interests to pursue a Claim We may decline to act for You.
4. If We accept Your Claim, We will confirm this to You and prepare a Claim report for your approval, following which we will submit Your Claim to the relevant Third Party.
5. We will liaise with the Third Party and use reasonable endeavours to pursue Your Claim.
6. We will notify You promptly of any requests for additional information or documentation that the Third Party needs to investigate Your Claim.
7. We will update You within 10 working days when there are any material developments on Your case or when We receive any information which is for Your attention. Where there are no material developments, We will update You at least every 6 months in writing.
8. We will notify You in writing of any offers of Compensation made by the Third Party and provide Our advice regarding whether the offer You have received is in line with the rules of the Financial Conduct Authority or the principles used by the FOS, FSCS, TPO.
9. Where necessary and appropriate, We will seek Your instructions and agreement to refer Your Claim to the FOS, TPO or the FSCS.

**Clause 2 - What you will need to do:**

1. You must appoint us as Your exclusive agent to handle this Claim. This means that You cannot appoint another person, including Yourself, or firm to act on Your behalf in respect of this Claim, unless You terminate this agreement with Us in accordance with Clause 4.
2. Provide Us with information which is truthful and accurate, to the best of Your knowledge and belief. Such information will relate to Your financial circumstances, employment details, recollections of the sale of the product and, where necessary, health information.

3. Provide copies of all documentation that are in Your possession and which relate to the Claim in a timely manner. Documentation which may be required are; suitability reports, pension provider details, proof of identity and residential documentation. This is not an exhaustive list.
4. Co-operate with Us at all times.
5. Respond promptly to requests by Us for further information, or documents and/or questionnaires that may be needed to progress Your Claim.
6. Notify Us promptly of any offer, rejection or other information or communication (including telephone calls) made by the Third Party.
7. Notify Us promptly upon becoming aware of any changes in Your circumstances or of any documents not provided to Us 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. In these circumstances, We reserve the right to terminate the agreement in accordance with Clause 5.
8. Pay our Fee due as a result of a successful Claim.

**Clause 3 - Our Fees**

1. Our Fee is 20% plus VAT (at the standard rate) of the Redress offered or refunded to you by the Third Party.
2. Your Redress may also be paid into your pension, before you are able to access it. In this case You will still be required to pay Our Fees.
3. If you have arrears or outstanding liabilities on your finance then the Third Party may use the Redress to pay those before making any payment to You. In this case You will still be required to pay Our Fees.
4. In the event that you are or have previously been subject to a Trust Deed or IVA or a Bankruptcy or Sequestration you should be aware that the compensation received may be used to pay your creditors. Our Fees may be met by the Accountant in Bankruptcy or your appointed Insolvency Practitioner however, in the case that they are not, You will still be required to pay Our Fees.
5. Examples of Redress and Our Fees (The amount You receive may be more or less than these examples)

Redress amount	Your Fee (inc VAT)
£1,000	£240
£3,000	£720
£10,000	£2,400
£50,000	£12,000
£85,000	£20,400

6. If the Third Party makes payment of the Redress directly to You, You must notify Us promptly and We will send You an invoice for Our Fee.
7. This must be paid within 7 days of receipt of either the Redress or our invoice (where the Redress is not paid directly to You).
8. Non payment of Our Fee could result in debt recovery action, court action, a CCJ or similar, which will negatively affect Your credit file.
9. We reserve the right to charge You for any reasonable costs incurred in seeking to recover Our Fee from You.
10. We reserve the right to charge the full Fee on the basis of the offer of Redress being made if: (a) You reject an offer of Redress that is calculated in accordance with rules of the Financial Conduct Authority or the principles used by the FOS, FSCS, TPO; or (b) You reject any other reasonable offer of Redress which We recommend (acting reasonably) should be accepted by You.

**Clause 4 - If you wish to terminate this agreement**

1. You have the right to cancel this contract within 14 days without giving any reason. This cooling off period will expire after 14 days from the day You sign and return this agreement.
2. To exercise Your right to cancel, You must inform us of your decision to cancel this contract by a clear statement for example, a letter sent by post, fax or e-mail or in person by visiting our registered office. Contact details are given below. You can obtain a model cancellation form on our website but it is not obligatory to use this.
3. If You cancel this contract within the cooling off period, you will have no liability to pay any fees.
4. You can cancel at any time after this initial 14 day cooling off period and before an offer of Redress is made however, we reserve the right to apply a Fee to cover Our reasonable costs for the work undertaken in processing Your Claim up to the date of cancellation. Such charges will be calculated at £150+VAT per hour as follows:

Stage of Claim	Max hours	Max Fee
When We have submitted a SAR for You	N/A	Free
When We have completed a preliminary review of Your case	N/A	Free
When We are carrying out (or completed) the preparation and administration of Your case	4	£720
When We are carrying out (or completed) the full investigation of your case and drafted your Claim report	10	£1,800
When We are carrying out (or completed) Your submission to the Third Party	16	£2,880
After We have submitted Your case	20	£3,600
When the Third Party has made an offer of Redress	N/A	20%+VAT

However, if We are in breach of Our obligations under this agreement You can cancel this contract at any time without having to pay a Fee.

**Clause 5 - If We wish to terminate 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 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 or as to whether We would have agreed to act for You;
  - You fail to respond to reasonable requests for information in a timely manner and this prevents Us from providing the Services;
  - We become aware or suspect that the claim is fraudulent or vexatious;
  - You breach a term of the agreement and You do not correct this breach within 14 days of receiving written notification from Us detailing the breach and the action required to resolve the breach.
- If We cancel this agreement due to any of the events detailed above (excluding a), We reserve the right to apply a Fee as detailed in Clause 4 above, to cover Our reasonable costs for the work undertaken in processing Your Claim up to the date of the cancellation for each Claim.

**Clause 6 - Length of this agreement**

- The contract between Us and You will start on the date You sign and return this agreement to Us and, unless terminated earlier, will continue until:
  - Redress is recovered for You by Us and You have paid the Fees in respect of all Claims We are processing; or
  - Your Claim is rejected and either We notify You that there is no avenue of appeal remaining or any such avenue is, in Our reasonable opinion, unlikely to succeed.
- If the Claim to which a Letter of Authority relates is dealt with over more than one account then We will, for the avoidance of doubt, be entitled to charge you a Fee in accordance with Clause 3 in respect of any and all additional accounts identified. We will notify You of any additional accounts that are identified.

**Clause 7 - Waiver**

1. From time to time We may decide not to apply certain conditions of these terms to some/all of Your claims. If We decide not to apply a condition of these terms to one of Your Claims, this does not mean that We cannot apply it to any of Your other Claims that You have instructed Us to pursue on Your behalf arising from Your original instructions or otherwise.

**Clause 8 - Data Protection Warranties**

- We warrant and undertake, in respect of all your Data supplied, forwarded or otherwise made available to us for the purpose of pursuing financial mis-selling claims to:
  - Transfer and process your Data in accordance with the Data Protection Legislation at all times.

- Promptly cease using, erase (unless we are required to hold information for regulatory obligations) or rectify any inaccuracies of your Personal Data for marketing or any other purpose or any complaint if you request us to do so in writing.
- Take appropriate technical and organisational measures to protect your Data against unauthorised or unlawful processing and against accidental loss or destruction of or damage. This shall include without limitation appropriate encryption of and password protected access to all such Personal Data however stored.
- Restrict access to your Data only to employees or Third Parties who require to have it.
- Retain your Data for no longer than necessary for the purpose for which we hold such data.
- You can, at any time, request a copy of all information we hold relating to you by writing to us. (This is a Subject Access Request under General Data Protection Regulation)

**Clause 9 - Complaints**

1. You can submit a complaint to us in one the following ways:  
 Write to us at: Compliance Manager, Beat the Banks, 1st Floor, 87 Commercial Street, Dundee, DD1 2AB  
 By email: [claim@beatthebanks.co.uk](mailto:claim@beatthebanks.co.uk)  
 By telephone: 01382 200474  
 Or in person by visiting our premises (address detailed above)

2. We will send you a written acknowledgement with a copy of our complaints procedure promptly and in any event within 5 business days. If we haven't resolved Your complaint within 8 weeks of receipt or You are not satisfied with our response You can refer it to the Financial Ombudsman Service, whose contact details are:  
 Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London, E14 9SRG  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
 Tel: 0800 023 4567 Calls may be recorded for training and quality purposes. Calls to 03 numbers are included in free call packages.

3. If you believe we have breached our Data Protection Warranties, you have the right to make a complaint to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk)). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance as above.

**Clause 10 - Other important Terms**

- We may transfer these Terms and Conditions and Our rights and obligations under it. We will always provide You with at least 28 days' written notice of such a transfer. You will be free to cancel the agreement if You object to such a transfer. You will not be charged a cancellation fee if You cancel as a result of the proposed transfer.
- This agreement is governed by Scottish Law and is subject to the jurisdiction of the Scottish courts.

**Alternative steps to make a claim:**

I am aware that I can take alternative steps to pursue my claim without using a CMC, which may be free of charge and I do not wish to do so for the following reason/s:

**Please tick the appropriate answer or complete the 'other' section:**

I do not have the time

I do not know how to make a claim

I would prefer professional help

Other

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I/We confirm that we have read and understood these Terms and Conditions and agree to be bound by the Terms contained herein.

Name:..... Signature:..... Date:.....