

Terms of Engagement (“Agreement”)

The Claims Guys Limited, Lynnfield House, Church Street, Altrincham, Cheshire, WA14 4DZ is registered in England (Company No. 06821134) and is regulated by the Claims Management Regulator in respect of regulated Claims Management Activities (CRM19382); its registration is recorded on the website www.gov.uk/moj/cmr. This document sets out the Terms of Engagement for the appointment of The Claims Guys Limited to act for You.



1. Definitions

- a. “Claim(s)” means Your Claim(s) against the Company or Companies relating to the mis-selling of a Packaged Bank Account (PBA) or the application of unfair/unlawful charges to Your credit or debit cards or any related account with that Company.
- b. “Claims Services” means preparing, submitting and negotiating Your Claim(s) to the Company.
- c. “Company” means the financial institution to whom the Letter of Authority is addressed, being the bank, building society, credit card, store card, loan, lender, insurer or other entity that provided the PBA policy and/or applied unfair/unlawful Charges.
- d. “Compensation” means any sums paid or given in respect of a settlement, goodwill gesture, policy refund, rebate or overdraft, including any interest payments and associated charges. For the avoidance of doubt Compensation also includes any sums used to reduce any outstanding balances.
- e. “Cooling off Period” means 14 days from the date the Claim(s) are submitted to the Company during which time You may cancel the Claim(s) free of charge.
- f. “Fee(s)” means the amount You will have to pay to TCG for the Services, as set out in clause 3.
- g. “Instruction” means Your Instruction to us to commence the Claims Services contained within these Terms. Your Instruction can be given once Your Letter of Authority is signed and returned to us.
- h. “Letter of Authority” means the document to be sent to the Company containing Your authority and Instruction for TCG to act on Your behalf.
- i. “FOS” means the Financial Ombudsman Service.

j. “FOS/PBA Questionnaire” means the forms that have been filled out using information You have given during the Claims Services process which may be used by TCG to refer Your Claim(s) to the Company and/or the Financial Ombudsman Service (FOS).

k. “TCG” means The Claims Guys Limited, Company No. 06821134.

l. “Terms” means the Terms of Engagement (“Agreement”).

m. “You/Your” means the account/policy holder(s) whose details are set out in the Letter of Authority and who have appointed TCG to act on their behalf and also includes an Executor(s) of a Deceased Person’s Estate.

2. Claims Services

a. These are the Terms on which TCG agrees to provide the Claims Services and You agree both to be bound by them and to acknowledge them once we have received Your Instructions to proceed with Your Claim(s).

b. That You are aware that You could complain directly to the Company at no cost, with the ability to take matters further with the FOS or Court.

c. We will not process Your Claim(s) until we receive Your Instructions. By signing and returning the Letter of Authority You have provided Your Instruction and agree to be bound by this Agreement.

d. You will also be asked to complete a FOS/PBA Questionnaire to allow TCG to investigate the existence and merits of the Claim(s).

e. Once Your Instructions have been received TCG has the right to deal exclusively with the Claim(s), unless otherwise agreed in writing by You and TCG.

f. You understand that by completing and signing the Letter of Authority, You give TCG Your consent and full authority to deal with the Company on Your behalf and to obtain the relevant information from the Company.

g. You will ensure that any information provided is accurate and true to the best of Your knowledge.

h. Where we believe that a PBA policy may have been mis-sold to You, we will submit a detailed Claim to the Company and/or the FOS upon Your Instruction(s).

i. You will deal promptly with requests by TCG for authority, information, documents or further requests that TCG might make.

j. You will inform TCG promptly of any relevant matters affecting the Claim(s), such as direct contact from the Company.

k. TCG will use reasonable endeavours to obtain Compensation for the Claim(s) pursued.

- l. TCG will promptly notify You if TCG decides not to pursue Your Claim(s) and cancel this Agreement under clause 4.
- m. TCG will promptly notify You of the outcome of the Claim(s).
- n. If the Claim(s) is successful for Compensation, the policy will be cancelled and You are responsible for identifying a replacement policy if appropriate.
- o. Your Compensation may be applied as part of Your bankruptcy estate, insolvency asset, or other debt arrangement and Your Compensation may not be paid directly to You.
- p. Where interest is included as part of the Compensation it may be taxable depending on Your personal tax status and You understand that You are required to disclose this payment to HMRC.
- q. TCG will not be liable to You whether in contract or tort for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by You and by us, such as loss of profits or loss of opportunity.
- r. You will not be liable for any Fee(s) or charges if the Claim(s) is pursued and the Company pays no Compensation except where this Agreement is cancelled in accordance with clause 4, in which case a cancellation charge may be payable.
- s. TCG reserve the right to assign this Agreement and all rights under it and to subcontract to others all or any of our obligations under it. This Agreement is personal to You and is not assignable by You except to Your personal representatives.
- t. TCG's total liability to You in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of any Compensation to which You are entitled for the Claim(s) in connection to which TCG is liable unless those losses were foreseeable by both parties when the Agreement was signed.
- u. Nothing in this Agreement shall limit or exclude TCG's liability for:
- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - fraud or fraudulent misrepresentation; or
 - breach of the terms implied by sections 49 to 52 of the Consumer Rights Act 2015.

3. TCG Fee(s)

a. If TCG undertakes the Claims Services and is not successful in obtaining Compensation then You owe TCG nothing.

b. If TCG is successful in obtaining Compensation then You owe TCG 36%, inclusive of VAT, of the Compensation. This means, for example: if TCG succeeds in obtaining Compensation of £1,000, the Fee(s) would be £360.00. You would receive £640.00. If TCG succeeds in obtaining Compensation of £500, the Fee(s) would be £180. You would receive £320. If Compensation of £1,000 is received but £500 is used by the Company to reduce Your outstanding balance the Fee(s) would be £360, therefore You would receive £140 (£500 less our Fee(s) of £360). VAT is charged at the prevailing statutory rate.

c. You agree that the Company is entitled to remit the Compensation to TCG and that TCG shall deduct the Fee(s) before paying the balance of the Compensation to You.

d. TCG will, as soon as is reasonably practicable following the settlement of a Claim(s) and the payment of Compensation by the Company to TCG, pay You the balance of the Compensation, after deducting the Fee(s). For the avoidance of doubt where You have more than one successful Claim against one or more than one Company, TCG may deduct from any Compensation paid the Fee(s) payable in respect of each of the Claims from the Compensation received for any one of those Claims.

e. Fee(s) become due at the point that either TCG or You are informed of an offer of

Compensation and payable from the date You receive Your Compensation. If the Company offers or pays Compensation to You directly, You agree to notify TCG immediately (and within 7 days at the latest) and to provide the details TCG needs to calculate the Fee(s). For the avoidance of doubt, should You reject a reasonable offer of Compensation and/or refuse to sign a Company's Acceptance/Settlement Form, the Fee(s) remains due and payable on the sum offered.

f. Compensation may be used by a Company to reduce any outstanding debt You owe them and You understand that TCG's Fee(s) of 36%, inclusive of VAT, will be payable to TCG based on the total amount of calculated Compensation even if the Company does not pay the whole sum of the Compensation to You.

g. TCG will invoice You for the Fee(s) which will become immediately payable by You to TCG from the date You receive Your Compensation.

h. If Compensation is paid directly by the Company to an Insolvency Practitioner or the Official Receiver, and You do not receive any Compensation, You will not be liable for our Fee(s).

i. If You fail to pay the Fee(s) due and payable in accordance with these Terms, we reserve the right to cancel all other active Claims.

j. We reserve the right to charge for costs and expenses incurred in recovering unpaid Fees and VAT where an offer of Compensation is made from a Company to You.

k. These Terms of Engagement shall continue to operate until all Claims where a Fee(s) is payable have been settled.

4. Cancellation Rights and Charges

a. You may cancel Your Claim(s) at any time after TCG has received Your instructions by either using the cancellation form or You may request cancellation in writing, by telephone or via email, see clause 7a. for contact details. You can also find a copy of the cancellation form at www.theclaimsguys.co.uk.

b. If You cancel Your Claim(s) within the Cooling off Period You will owe TCG nothing, unless You or TCG have received a reasonable offer of Compensation within this period.

c. TCG may at its sole discretion decide not to proceed with a Claim and cancel this Claim at any time, but TCG must act reasonably in taking such a decision and You will owe TCG nothing.

d. If You cancel the Claim(s) at any time after the Cooling off Period for any reason, TCG may charge a cancellation charge which will be reasonable and proportionate to the work done and the costs incurred by TCG up to the point of cancellation. For any manual communication e.g. an outgoing or incoming call/letter or email to or from either You or the Company we will charge You £10. For any automated communication to You e.g. letter, SMS or email we will charge You £10.

e. If You cancel Your Claim(s) after an offer of reasonable Compensation is due to You, then TCG shall be entitled to charge You a cancellation charge equal to the Fee(s) that would be payable under clause 3 on the Compensation.

5. Your Personal Data

a. TCG takes the privacy of Your personal information seriously. TCG will only use the personal information You provide to Us as outlined both in this clause 5 and in our Privacy Policy which can be viewed at www.theclaimsguys.co.uk/privacy-policy. TCG asks that you read our Privacy Policy carefully and, if required, a hard copy is available upon request. During the Claims Services

process Your personal information will be used to:-

i) Provide the Claims Services;

ii) Tell You about similar products or services relating to financial claims, by email, SMS (text message), post and/or telephone, but You can opt out of receiving these, or a specific method of communication, at any time by contacting Us.

b. TCG will only provide Your personal information to a third party organisation, with your explicit consent, except for the purposes of providing the Claim Services.

c. We will update You throughout Your Claim(s) by text, email and/or post. To ensure that You receive emails from us please add TheClaimsGuys@news.theClaimsGuys.co.uk to Your email contact list.

6. Disclaimer

You acknowledge that any estimate of Compensation given to You is an estimate only. Your Claim(s) depends on the individual circumstances and merits of Your case. You confirm that You have not entered this Agreement in reliance on an estimate given to You by TCG.

7. Complaints and Governing Law

a. You can make a complaint about our service via TCG's internal complaints procedure by email: complaints@theclaimsguys.co.uk, by telephone on 0203 651 4545 or by post to The Claims Guys, Lynnfield House, Church Street, Altrincham, Cheshire, WA14 4DZ. You can also find a copy of our complaints procedure at www.theclaimsguys.co.uk.

b. Should You remain unhappy You may refer Your complaint, within 6 months of the date of our final response, to the Legal Ombudsman Service, by email: cmc@legalombudsman.org.uk, by phone on 0300 555 0333 or post to Legal Ombudsman, PO Box 6804, Wolverhampton, WV1 9WG.

c. Each party irrevocably agrees that any proceedings relating to any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation instituted against You by TCG shall be brought in the appropriate court of Your country of domicile, which will either be the courts of England and Wales, Scotland or Northern Ireland and shall be governed and construed by the applicable law for the appropriate jurisdiction. Any such proceedings against TCG by You shall be governed by and construed in accordance with English law and the parties irrevocably submit to the jurisdiction of the courts of England and Wales.