

# Terms of Engagement

These Terms of Engagement detail how The Claims Guys (TCG) will undertake the Claims Services to You and the appointment of The Claims Guys Limited to act for You. By completing, signing and returning the Letter of Authority (LOA), You agree to be bound by these Terms of Engagement (“Agreement”).



## 1. Definitions

- a. “Claim(s)” means Your Claim(s) against the Company relating to the mis-selling of Investment(s) and/or financial policy(ies) on any account with the Company, which may include Stocks and Shares ISAs, Unit Trusts, Pensions and Investment Bonds (this is not an exhaustive list).
- b. “Claims Services” means investigating Your Claim(s) by making a Data Subject Access Request (DSAR) on Your behalf to the Company. Upon receipt of the DSAR, TCG will review all information provided and if there are merits to proceed, TCG will prepare, submit and negotiate Your Claim(s) to/with the Company. Where appropriate, this may include submitting a referral to the Financial Ombudsman Service, and/or Financial Services Compensation Scheme and/or commencing legal proceedings on Your behalf. If TCG does not identify any grounds of mis-selling following receipt of a DSAR, this Agreement will come to an end.
- c. “Company” means the Investment Provider and/or Financial Adviser (including an individual, business or partnership) to whom the Letter of Authority (LOA) is addressed, who provided/sold the Investment(s) and/or financial policy(ies), including any associates and/or their predecessors.
- d. “Compensation” means any sums paid or given in respect of a settlement, goodwill gesture, policy refund or rebate, 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 TCG receives Your LOA, 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 Claims Services, namely 36% inclusive of VAT, of the Compensation amount, as detailed in clause 4.
- g. “FOS” means the Financial Ombudsman Service who can review the Company’s decision to defend Your Claim(s).
- h. “FSCS” means the Financial Services Compensation Scheme who can review a Claim(s) against an authorised Company which is unable, or likely to be unable, to pay Claim(s) against it.

- i. “Instruction” means Your Instruction to Us to commence the Claims Services, which is provided by signing and returning an LOA.
- j. “Letter of Authority (LOA)” means the document to be sent to the Company containing Your authority for TCG to act on Your behalf, which is also Your Instruction to TCG to commence the Claims Services.
- k. “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 submit Your Claim(s) to the Company and/or the FOS and/or the FSCS.
- l. “TCG/Us” means The Claims Guys Limited, Company No. 06821134, who are regulated by the Claims Management Regulator in respect of regulated Claims Management Activities (CRM19382). This registration is recorded on the website [www.gov.uk/moj/cmr](http://www.gov.uk/moj/cmr).
- m. “You/Your” means the account/policy holder(s) whose details are set out in the LOA 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. TCG will not commence the Claims Services and process Your Claim(s) until TCG receives Your Instruction.
- b. You may also be asked to complete a Questionnaire to allow TCG to investigate the existence and merits of the Claim(s).
- c. You understand that by completing and signing one LOA, that the Company may investigate all Investment(s) and/or financial policy(ies) on all accounts held with them under the Instruction provided, and that any successful Claim(s) will be subject to a Fee(s).
- d. Once Your Instruction(s) has been received TCG has the right to deal exclusively with the Claim(s) and You acknowledge that You could complain directly to the Company, at no cost.
- e. You will ensure that any information provided is true, accurate and completed to the best of Your knowledge.
- f. You will deal promptly with requests by TCG for authority, information or documents that TCG or the Company might make.
- g. The Company may contact You directly and You will inform TCG promptly of this and any relevant matters affecting Your Claim(s).
- h. TCG will use reasonable endeavours to obtain Compensation for the Claim(s) pursued.

### **3. Your Compensation**

- a. TCG will promptly notify You of the outcome of the Claim(s).
- b. 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.
- c. 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.

### **4. TCG Fees**

- a. When TCG undertakes the Claims Services and is not successful in obtaining Compensation then You owe TCG nothing, except where You cancel this Agreement in accordance with clause 5.
- b. When TCG undertakes the Claims Services, in accordance with clause 2, and is successful in obtaining Compensation then You owe TCG 36%, inclusive of VAT, of the Compensation amount. This means, for example: if TCG succeeds in obtaining Compensation of £3,000, the Fee(s) would be £1,080. You would receive £1,920. If TCG succeeds in obtaining Compensation of £5,000, the Fee(s) would be £1,800. You would receive £3,200. If Compensation of £10,000 is received, but £750 is used by the Company to reduce Your outstanding balance, the Fee(s) would be £3,600, therefore You would receive £5,650 (£9,250 less our Fee(s) of £3,600). VAT is charged at the prevailing statutory rate.
- c. TCG will invoice You for the Fee(s) which become due at the point that either TCG or You are informed of an offer of Compensation and immediately payable from the date You receive Your Compensation. 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, following the settlement of Your 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 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. 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 Your 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, Your 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. 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).

h. If You fail to pay the Fee(s) due and payable in accordance with this Agreement, TCG reserves the right to cancel all other active Claim(s) and commence Court proceedings for recovery of its Fee(s).

i. TCG reserves the right to charge for costs and expenses incurred in recovering unpaid Fee(s) and VAT where an offer of Compensation is made from a Company to You.

## **5. Cancellation Rights and Charges**

a. You may cancel Your Claim(s) at any time, up to 14 days from the date TCG receives Your LOA ("Cooling-off Period"), at no cost to You.

b. You may request to cancel either in writing, by telephone or via email, see clause 8(a) for contact details. You can also find a copy of the cancellation form at [www.theclaimsguys.co.uk](http://www.theclaimsguys.co.uk).

c. 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.

d. TCG may at its sole discretion decide not to proceed with a Claim(s) and cancel this Agreement at any time. TCG must act reasonably in taking such a decision and promptly notify You. You will owe TCG nothing.

e. If You cancel the Claim(s) at any time after the Cooling-off Period for any reason, TCG may impose 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 substantiation and referral of Your Claim(s) to the Company or the FOS or the FSCS, the charge is £60, inclusive of VAT; for each manual communication e.g. an outgoing or incoming call/letter/email to or from either You or the Company, TCG will charge You £48, inclusive of VAT; for each automated communication to You TCG will charge You £18, inclusive of VAT.

f. If You cancel Your Claim(s) after an offer of reasonable Compensation is due to You, then TCG shall be entitled to issue You a cancellation charge equal to the Fee(s) that would be payable under clause 4.

## **6. 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 6 and in our Privacy Policy which can be viewed at [www.theclaimsguys.co.uk/privacy-policy](http://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 Your personal information will be used to:-

- i. Provide the Claims Services (including to third party organisations for the purposes of undertaking these Claims Services);
- ii. Tell You about similar products or services relating to financial claims, by email, 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. Otherwise than in relation to the Claims Services, TCG will only provide Your personal information to third party organisations with Your explicit consent, including to external solicitors to commence legal proceedings on Your behalf against the Company.

c. TCG will update You throughout the Claims Services, using the contact details You have chosen to provide, including by SMS (text message), email, telephone and/or post. To ensure that You receive emails from Us please add: [theclaimsguys@news.theclaimsguys.co.uk](mailto:theclaimsguys@news.theclaimsguys.co.uk) to Your email contact list.

## **7. Disclaimer and Assignment**

a. You acknowledge that any estimate of Compensation given to You is an estimate only. The success of Your Claim(s) depends on Your individual circumstances and merits of Your Claim(s).

b. 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 Your Claim(s) in connection to which TCG is liable unless those losses were foreseeable by both parties when the Agreement was signed.

c. 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.

d. 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.

## **8. Complaints and Governing Law**

a. You can make a complaint about our service via TCG's complaints procedure by email: [complaints@theclaimsguys.co.uk](mailto: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](http://www.theclaimsguys.co.uk).

b. Should You remain unhappy You may refer Your complaint, within six months of the date of our final response, to the Legal Ombudsman Service, by email: [cmc@legalombudsman.org.uk](mailto: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 residence, 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.

d. This Agreement and any dispute or claim(s) arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

