

# Terms of Engagement (“Agreement”)

These Terms of Engagement detail how The Claims Guys (TCG) will undertake its Claims Services to You which includes Preparing and Submitting Your Claim(s) together with 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 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 (LOA) 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 offered, given and/or paid in respect of settlement, including goodwill gestures, any interest payments and associated charges. For the avoidance of doubt, Compensation also includes any sums used to reduce any outstanding balances/debt.
- e. “Cooling-off Period” means any time up to 14 days from the date Your Claim(s) are submitted by TCG to the Company until which time You may cancel this Agreement and any 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 4, namely 42% inclusive of VAT, of the Compensation.
- g. “FOS” means the Financial Ombudsman Service who can review the Company’s decision to defend your Claim(s).
- h. “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).
- i. “Instruction” means Your Instruction to Us to commence the Claims Services contained within these Terms. Your Instruction can be given once Your LOA is signed and returned to Us.
- j. “Letter of Authority (LOA)” means the document to be sent to the Company containing Your authority for TCG to act on Your behalf.
- k. “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).
- l. “Terms” means the Terms of Engagement (“Agreement”).
- 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) or Administrator(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 FOS/PBA 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 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 42%, inclusive of VAT, of the Compensation amount. This means, for example: if TCG succeeds in obtaining Compensation of £1,000, the Fee(s) would be £420. You would receive £580. If TCG succeeds in obtaining Compensation of £2,000, the Fee(s) would be £840 You would receive £1,160. If Compensation of £1,500 is received, but £250 is used by the Company to reduce Your outstanding balance, the Fee(s) would be £630, therefore You would receive £620 (£1,250 less our Fee(s) of £630). VAT is charged at the prevailing statutory rate.
- c. TCG will invoice You for the Fee(s) which become due from the date 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 Compensation 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 42%, inclusive of VAT, will be payable to TCG based on the total amount of calculated Compensation, even if the Company does not pay the total Compensation directly 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 Claims and commence Court proceedings for recovery of its Fee(s).
- i. TCG reserves the right to charge for costs and expenses incurred in recovering all unpaid Fees 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 Your Claim(s) are submitted to the Company (“Cooling-off Period”) at no cost to You, unless You or TCG have received a reasonable offer of Compensation within the Cooling-off Period.
- 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. 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.
- d. 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 each manual communication e.g. an outgoing or incoming call/letter or email to or from either You or the Company we will charge You £12, inclusive of VAT; for each automated communication to You e.g. letter, SMS (text message) or email we will charge You £12, inclusive of VAT.
- e. 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, 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;
  - iii) Assist with the compilation of customer satisfaction feedback surveys.
- b. Otherwise than in relation to the above, 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 case.
- 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:
  - i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - ii) fraud or fraudulent misrepresentation; or
  - iii) breach of the terms implied by sections 49 to 52 of the Consumer Rights Act 2015.
- d. TCG reserves 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.