These Terms of Engagement detail how The Claims Guys (TCG) will undertake its Claims Services. You agree to be bound by these Terms of Engagement ("Agreement").

1. Definitions
a. "Claim(s)/Complaint(s)" means Your Claim(s) against the Company relating to the mis-selling of a Payment Protection Insurance (PPI) policy(ies) on any account with that Company, and/or the failure to disclose commission charges or other sums paid by the Company to third parties in relation to the provision of the PPI and/or the failure to disclose commission on any account(s) which You held with them, by making a SAR.

b. "Claims Services" means conducting a PPI Check(s) to ascertain if You have/had PPI with the Company and, in the event that PPI is located, investigating, preparing, submitting and handling such complaints on your behalf. This may include submission of LOA(s) to the Financial Ombudsman Service and/or the Financial Services Compensation Scheme and/or commencing legal proceedings on Your behalf. You understand that by completing one LOA, the Company may investigate all accounts including by SMS, email, telephone and/or post.

c. "Compensation" means any sums awarded, offered or paid, the Fee(s) is 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. If the Company offers or pays Compensation to You directly, You agree to notify TCG and TCG will then calculate the Fee(s) payable to TCG based on the total amount of calculated Compensation even if the Company does not pay the total Compensation directly to You.

d. "Fee(s)" or "Fees" means the charge payable to TCG for the Claims Services, namely 24% inclusive of VAT, of the Compensation.

e. "FOS" or "FOS Questionnaire" means the Financial Ombudsman Service, who can review the Company’s decision about Your Claim(s). TCG will use the information You have provided during the PPI Check and/or Claims Services to complete a FOS Questionnaire, where applicable.

f. "For the avoidance of doubt" means You understand that TCG’s Fee(s) of 24%, 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. “FOC” means the Financial Ombudsman Service.

h. "G.0.S.” means the General Office of Services.

i. “Initial Pack” means the first Pack TCG sends to You for Claim(s) relating to the mis-selling of a Payment Protection Insurance (PPI) policy(ies) and/or the failure to disclose commission charges or other sums paid by the Company to third parties in relation to the provision of the PPI and/or the failure to disclose commission on any account(s) which You held with them, by making a SAR.

j. "Instruction" means You authorising Us to undertake the Claims Services which is given to You. By completing, signing and returning the Letter of Authority (LOA), You agree to be bound by these Terms of Engagement ("Agreement").

k. "Letter of Authority (LOA)” means the document to be sent to the Company containing Your authority to act on Your behalf. An LOA sent to You in Your Initial Pack or any other LOA sent to You by the Company may require You to sign further LOA(s) during the Claims Services.

l. "Notification" means a letter, email, telephone or any other appropriate form of communication by which You identify that either You or another person existed on any account(s) provided to You by the Company by submitting a Subject Access Request ("SAR").

m. "SAR” means a Subject Access Request.

n. "TCG/Us" means The Claims Guys Limited, Company Number: 06821134 who are authorised and regulated by the Financial Conduct Authority, Interim Permission Number 833489. This registration is recorded on the website https://register.fca.org.uk.

o. "Your personal information" means 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.thetheclaimsguys.co.uk/privacy-policy. TCG asks that You read our Privacy Policy carefully. Following, if required, a hard copy is available upon request. During the Claims Services, Your personal information will be used to:--

1. To provide the Claims Services (including to third party organisations such as external solicitors for the purposes of undertaking the Claims Services); and
2. To tell You about similar products or services relating to financial claims, by email, SMS, post and/or telephone, but You can opt out of receiving these, or a specific method of communication, at any time by writing to us.

p. "Your Compensation" means any sum paid, paid, the Fee(s) is 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 theFee(s) before paying the balance of the Compensation to You. If the Company offers or pays Compensation to You directly, You agree to notify TCG and TCG will then calculate the Fee(s) payable to TCG based on the total amount of calculated Compensation even if the Company does not pay the total Compensation directly to You.

q. "Your personal data" means any information relating to You which identifies You or which could identify You.

r. "Your personal information” is the information You provide to Us as outlined both in this clause 6 and in our Privacy Policy which can be viewed at www.thetheclaimsguys.co.uk/privacy-policy.

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2. Clauses Services
a. "Claim(s)/Complaint(s)” means Your Claim(s) until TCG receives Your Instruction.

b. TCG will use reasonable endeavours to request the Company confirm whether You have/had PPI on any account(s) which You held with them, by making a SAR.

3. Cancellation/Termination Rights and Charges
a. 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 termination shall be governed by and will be subject to the laws of the United Kingdom and the jurisdiction of the Courts of England and Wales.

4. TCG Fee(s)

a. If TCG carries out a PPI Check and no PPI is identified, then You owe TCG nothing.

b. "Claims Services" means conducting a PPI Check (to ascertain if You may have/had PPI with the Company and, in the event that PPI is located, investigating, preparing, submitting and handling such complaints on your behalf. This may include submission of LOA(s) to the Financial Ombudsman Service and/or the Financial Services Compensation Scheme and/or commencing legal proceedings on Your behalf. You understand that by completing one LOA, the Company may investigate all accounts including by SMS, email, telephone and/or post.

5. Compensation

a. "Compensation” means any sums awarded, offered or paid, the Fee(s) is payable from the date You receive Your Compensation.

b. TCG will update You about any significant development in Your Claim(s) using Your preferred contact method, unless a lawful or legitimate basis applies.

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

6. Your Personal Data

a. 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.

b. "Instruction" means You authorising Us to undertake the Claims Services which is given to You. You may receive more than one Initial Pack.

7. Disclaimer & Assignment

a. 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.

b. TCG will not disclose Your personal data to a third party without Your consent unless a lawful or legitimate basis applies.

c. TCG will update You throughout the Claims Services, using Your preferred contact method, unless a lawful or legitimate basis applies.

8. Complaints

a. 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.

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9. Governing Law

a. 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.

b. 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.

10. Terms of Engagement

a. 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.

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