

# Terms of Engagement (“Agreement”)

These Terms of Engagement detail how The Claims Guys (TCG) will undertake its Claims Services to 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)/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 (Plevin) or other sums paid by the Company to third parties in connection with PPI policies.
- b. “Claims Services” means conducting a PPI Check(s) to ascertain if You may have/had PPI with the Company and investigating, preparing, submitting and handling Your Claim(s) to/with the Company. Where appropriate, this may include submitting a referral to the Financial Ombudsman Service and/or the Financial Services Compensation Scheme and/or commencing legal proceedings on Your behalf.
- c. “Company” means the business, for example the Lender or Broker, to whom the Letter of Authority (LOA) is addressed, who provided/sold the PPI policy(ies) and/or failed to disclose commission charges (Plevin), including any associates and/or their predecessors.
- d. “Compensation” means any sums offered, given and/or paid in respect of settlement, including goodwill gestures, any interest payments and associated charges.
- e. “Cooling-off Period” means any time up to 14 days from the date TCG receives Your initial signed LOA within which time You may cancel this Agreement free of charge.
- f. “Fee(s)” means the amount You will have to pay to TCG for the Claims Services, namely 24% inclusive of VAT, of the Compensation.
- g. “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. Your Claim(s) will not be referred to the FOS without Your Instruction.
- h. “FSCS” means the Financial Services Compensation Scheme who can review a Claim(s) against a Company which is unable, or likely to be unable, to satisfy a Claim(s) against it.
- 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 (Plevin). You may receive more than one Initial Pack.

- j. “Instruction” means You authorising Us to undertake the Claims Services which is given when You sign and return an LOA, or other authorisation document.
- k. “Letter of Authority (LOA)” means the document to be sent to the Company containing Your authority for TCG to act on Your behalf. An LOA will be provided in Your Initial Pack and TCG or the Company may require You to sign further LOA(s) during the Claim Services.
- l. “PPI Check” means the process by which TCG will endeavour to identify whether PPI existed on any account(s) provided to You by the Company by submitting a Subject Access Request (SAR), on Your behalf, to the Company.
- m. “TCG/Us” means The Claims Guys Limited, Company Number: 06821134 who are authorised and regulated by the Financial Conduct Authority FRN 833489. This registration is recorded on the website <https://register.fca.org.uk/>
- n. “Termination Charge(s)” means the charges You may incur if You cancel Your Claim(s) after the Cooling-off Period.
- o. “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.
- p. “Plevin” means the Supreme Court decision in Plevin v Paragon Personal Finance Limited which ruled that Mrs Plevin had been treated unfairly as the Lender failed to disclose the high level of commission earned from her PPI policy.

## **2. Claims Services**

- a. TCG will not commence the Claims Services until TCG receives Your Instruction.
- b. TCG will use reasonable endeavours to request the Company confirm whether PPI existed on any account(s) which You held with them, by making a SAR.
- c. If no PPI is identified, this Agreement will come to an end.
- d. You authorise this Agreement to continue on any account(s) where a Company has confirmed You may have/had PPI.
- e. TCG will investigate and, if appropriate, based on the information provided by You and the Company, prepare, submit and handle Your Claim(s) to the Company and/or the FOS and/or the FSCS on Your behalf. Dependent on the Company’s internal processes, TCG may submit Your PPI Check and PPI Claim(s) to the Company at the same time. If TCG does not believe there is merit for Your Claim(s), TCG will notify You and provide information about Your next steps.
- f. You understand that by completing one LOA, the Company may investigate all accounts where PPI has been applied, under the Instruction(s) provided, and that any successful Claim(s) will be subject to a Fee(s).
- g. TCG or the Company may require further authority, information or documents from You to facilitate the provision of the Claims Services. Documentation that may be required includes: proof of identification and proof of address (this is not an exhaustive list).
- h. You agree that You will deal promptly with requests for authority, information or documents that TCG or the Company might make.
- i. You will ensure that any information provided is true, accurate and completed

to the best of Your knowledge. TCG will not check such information except where it is under legal obligation to do so.

j. The Company may contact You directly and You will inform TCG promptly of this and any relevant matters affecting Your Claim(s).

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

l. TCG will update You about any significant development in Your Claim(s) using Your preferred contact method, including by SMS (text message), email, telephone and/or post. You will receive at least one update per Claim(s) every six months.

m. Any successful Claim(s) will be subject to a Fee(s), as set out in clause 4.

n. You agree to TCG dealing exclusively with Your Claim(s) and acknowledge that You could complain directly to the Company and/or the FSCS and, if unsuccessful, the FOS, at no cost.

### **3. Conclusion of Your Claim(s)**

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

b. If Your Claim(s) is unsuccessful, or the Company does not make a reasonable offer of Compensation, TCG may seek Your Instruction to refer Your Claim(s) to the FOS, as specified under clause 1(g).

c. If Your Claim(s) is successful, You are responsible for cancelling any active PPI policy(ies), where applicable, and/or identifying a replacement policy(ies) if appropriate.

d. Your Compensation may be applied as part of Your bankruptcy estate, insolvency asset, other formal debt arrangement or arrears with the Company and Your Compensation may not be paid directly to You.

e. 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 Fee(s)**

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

b. When TCG undertakes any Claims Services subsequent to the PPI Check and is not successful in obtaining Compensation then You owe TCG nothing, except where You terminate this Agreement in accordance with clause 5.

c. When TCG undertakes any Claims Services subsequent to a PPI Check and is successful in obtaining Compensation then You owe TCG 24%, inclusive of VAT, of the net Compensation amount. This means, for example: if TCG succeeds in obtaining Compensation of £1,000, the Fee(s) would be £240. You would receive £760. If TCG succeeds in obtaining Compensation of £3,000, the Fee(s) would be £720. You would receive £2,280. If Compensation of £10,000 is received the Fee(s) would be £2,400, You would receive £7,600. VAT is charged at the prevailing statutory rate.

d. TCG will invoice You for the Fee(s) which becomes due from the date that

either TCG or You are informed of an offer of Compensation. The Fee(s) is payable from the date TCG or 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. Should the Company forward TCG a cheque(s) written out to You, You authorise TCG to bank this cheque(s) and deduct their Fee(s) from any cleared funds before paying the balance of the Compensation to You.

e. 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 these Claims, from the Compensation received for any one of those Claims.

f. If the Company offers or pays Compensation to You directly, You agree to notify TCG immediately (within seven 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.

g. Compensation may be used by a Company to reduce any outstanding liabilities, arrears or debts You owe them and 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.

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 this Agreement, TCG reserves the right to cancel all other active Claims and commence Court proceedings for recovery of its Fee(s).

j. 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/Termination Rights and Charges**

a. You may cancel this Agreement at any time, up to 14 days from the date TCG receives Your initial signed LOA (Instruction), at no cost to You.

b. You may terminate Your Agreement at any time after the Cooling-off Period, for any reason. However, TCG may impose a Termination Charge(s) which will be reasonable and proportionate to the work done and the costs incurred by TCG, up to the date the Agreement is terminated. 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, inclusive of SMS, TCG will charge You £18, inclusive of VAT.

c. If You terminate Your Agreement after an offer of reasonable Compensation is due to You, then TCG shall be entitled to issue You a Termination Charge(s) equal to the Fee(s) that would be payable under clause 4.

d. You may request to cancel or terminate Your Agreement either in writing, by telephone or via email, please see the 'Right to Cancel/Terminate' Form in Your Initial Pack for further details. You can also find a copy of this Form at [www.theclaimsguys.co.uk](http://www.theclaimsguys.co.uk).

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

## 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. 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 such as external solicitors for the purposes of undertaking these Claims Services); and
- ii) 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 contacting Us.

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

## 7. Disclaimer & 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. If TCG acts in breach of this Agreement, TCG's total liability to You in respect of all other losses arising under or in connection with this Agreement shall in no circumstances exceed the amount of any Compensation to which You are entitled for Your Claim(s).

c. TCG will not accept liability for any failures or delays on the part of You or the Company that result in Your Claim(s) not being submitted prior to the PPI Deadline, on 29th August 2019.

d. 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.

e. 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**

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 about TCG's service, You may escalate Your complaint within six months to the Financial Ombudsman Service by phone on 0800 023 4567 or post to: Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London, E14 9SR.

## **9. Governing Law**

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 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.

b. This Agreement and any dispute or claim 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.