

Terms of Engagement (“Agreement”)

ENC_110_07/20

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

1. Definitions

a. “Claims Services” means:-

i) Conducting a review of Your eligibility for a Plevin PPI Claim(s), and where necessary, completing a Plevin PPI Check(s) to identify any Plevin PPI Claim(s) for undisclosed commission. The Plevin PPI Check(s) may be conducted by TCG or The Claims Guys Legal (TCG Legal); where TCG Legal complete the Plevin PPI Check(s), TCG will provide administrative support;

ii) Reviewing information provided by You, the Company and/or any third party and facilitating the referral of any potential Plevin PPI Claim(s) to TCG Legal upon receipt of Your Instruction; and

iii) Providing ongoing administrative support to TCG Legal to facilitate the resolution of Your Plevin PPI Claim(s), where necessary.

b. “Company” means the business, for example the Lender, Broker or Credit Provider, to whom the Letters of Authority (LOAs) are addressed, who failed to disclose commission charges earned by the Company, or other sums paid to third parties, including any associates and/or their predecessors.

c. “Compensation” means any sums offered, paid or given in respect of a settlement, goodwill gesture, policy refund or rebate or any other payment associated with the Plevin PPI Claim(s) including any interest payments and associated charges.

d. “Initial Pack” means the first Pack TCG sends to You about a Plevin PPI Claim(s), requesting Your Instruction to commence the Claims Services.

e. “Instruction” means:-

i) You authorising Us to undertake the Claims Services with the assistance of TCG Legal which is given when You sign and return the TCG LOA, TCG Legal LOA or other document(s) providing your instruction; and
ii) You authorising TCG Legal to undertake a Plevin PPI Claim(s) by signing their Agreement(s) to Proceed, or other authorisation document(s). This includes where You provide Your signature or complete a document electronically.

f. “Legal Pack” means the Pack TCG sends to You, upon completion of the Plevin PPI Check(s) and/or the identification of a potential Plevin PPI Claim(s), which provides further information about TCG Legal and contains a copy of their Instruction document: the Agreement to Proceed. By completing the Agreement(s) to Proceed You provide Instruction for TCG to refer a Plevin PPI Claim(s) to TCG Legal and for TCG Legal to proceed with a Plevin PPI Claim(s) on Your behalf.

g. “Letter of Authority (LOA)” means the document to be sent to the Company containing Your authority for TCG or TCG Legal to act on Your behalf. Separate LOAs for TCG and TCG Legal will be provided as part of Your Initial Pack/Legal Pack and TCG, TCG Legal or the Company may require You to sign a further LOA(s) during the Claims Services.

h. “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.

i. “Plevin PPI Claim(s)” often referred to as ‘Claim(s)’, means any Claim(s) or potential Claim(s) against the Company relating to the failure to disclose commission charges in connection with Your PPI policy(ies) earned by the Company, or other sums paid by the Company to third parties.

j. “Plevin PPI Check(s)” means the process by which TCG or TCG Legal will endeavour to identify whether You have a potential Plevin PPI Claim(s) for undisclosed commissions. To facilitate this, TCG or TCG Legal will review information made available by You, the Company and/or any third party and may submit a Data Subject Access request (DSAR) or other such request, on Your behalf, to the Company.

k. “TCG/Us” means The Claims Guys Limited, a claims management company, Company Number: 06821134. TCG is authorised and regulated by the Financial Conduct Authority FRN 833489. This registration is recorded on the website <https://register.fca.org.uk>.

l. “The Claims Guys Legal/TCG Legal” means our Legal Partner. TCG Legal are a firm of solicitors authorised and regulated by the Solicitors Regulation Authority (SRA number: 642517).

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 until TCG receives Your Instruction.

b. TCG will use reasonable endeavours to complete the Plevin PPI Check(s) and identify whether You have a Plevin PPI Claim(s).

c. As part of the Plevin PPI Check(s) TCG may request the Company provide information about any PPI policy(ies) and undisclosed commissions earned by the Company, or other sums paid by the Company to third parties, that existed on any account(s) which You held with them, by making a DSAR.

d. By signing the LOA for TCG Legal, You provide Instruction for TCG Legal to support TCG in completing the Plevin PPI Check(s). As part of the Plevin PPI Check(s), TCG Legal may make a DSAR, or other such request, to the Company.

e. If TCG or TCG Legal are unable to identify a PPI policy(ies) and any undisclosed commissions earned by the Company, or other sums paid by the Company to third parties, this Agreement will come to an end.

f. You authorise this Agreement to continue and for TCG to send You a Legal Pack(s) for any account(s) where We believe You have a potential Plevin PPI Claim(s).

g. You understand that by completing the LOAs, you provide authorisation for the Company to provide information to TCG and/or TCG Legal about all PPI policies you held with the Company and that this information will be reviewed to identify potential Plevin PPI Claim(s).

h. TCG will review the information provided by You and the Company, and if appropriate, issue You with a Legal Pack(s) containing further information about TCG Legal.

i. You agree that You will deal promptly with requests for authority, information or documents that TCG or the Company might make.

j. 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.

k. You do not need to use a claims management company to assess Your eligibility for a Plevin PPI Claim(s). You are free to seek advice elsewhere and are able to proceed with Your Plevin PPI Claim(s) directly through an alternate solicitor.

3. Referral to TCG Legal

a. By signing the LOA for TCG Legal, You authorise TCG Legal to support TCG in providing the Claims Services and access Your personal data, including the DSAR information and any other information relevant to Your potential Plevin PPI Claim(s).

b. TCG Legal will not undertake any work further to the Claims Services, without obtaining Your Instruction.

c. Should TCG identify a potential Plevin PPI Claim(s), TCG will send You a Legal Pack(s) providing further information about TCG Legal. TCG will not refer Your Plevin PPI Claim(s) to TCG Legal, until TCG receives a completed Agreement(s) to Proceed for TCG Legal, as specified in Clause 1.e.ii).

d. Once Your completed Agreement(s) to Proceed is received, TCG will refer Your Plevin PPI Claim(s) to TCG Legal by passing Your personal data, including Your contact details, DSAR information and any other information relevant to Your Plevin PPI Claim(s) to TCG Legal.

e. Once Your Plevin PPI Claim(s) is referred to TCG Legal, they will contact You in respect of their services.

f. Where required, TCG will provide ongoing administrative support to TCG Legal to facilitate the resolution of Your Plevin PPI Claim(s).

4. Fees(s)

a. TCG will not charge You any Fee(s) for the Claims Services.

b. TCG receive payment(s) from TCG Legal for any Plevin PPI Claim(s) referred. This payment(s) is made directly to TCG from TCG Legal.

c. TCG Legal will charge a Fee(s) for any successful Plevin PPI Claim(s) of up to 40% plus VAT of any Compensation offered by the Company(ies). There may be additional cost(s) which will be outlined in the Legal Pack(s).

5. Cancellation Rights

a. You may cancel the Claims Services at any time, at no cost to You in writing, by telephone or via email. You can find our contact details at www.theclaimsguys.co.uk.

b. TCG may at its sole discretion decide not to proceed with the Claims Services and cancel this Agreement at any time. TCG must act reasonably in taking such a decision and promptly notify You.

c. If Your Plevin PPI Claim(s) is referred to TCG Legal, You will be provided with separate Cancellation Rights which will be detailed in the Legal Pack(s).

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. TCG asks that You read our Privacy Policy carefully. If required, a hard copy is available upon request.

b. During the Claims Services Your personal information will be used to provide the Claims Services, including to third party organisations for the purposes of undertaking these Claims Services.

c. 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. Once TCG has referred Your Plevin PPI Claim(s) to TCG Legal, TCG shall not be liable to You for any loss which arises.

b. Nothing in this Agreement shall limit or exclude TCG’s liability for:

i) death or personal injury caused by our negligence, or the negligence of our 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.

c. 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 TCG’s service 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 the TCG complaints procedure at www.theclaimsguys.co.uk.

b. Should You remain unhappy with 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.