

# Terms of Engagement (“Agreement”)

The Claims Guys Limited (TCG), Lynnfield House, Church Street, Altrincham, Cheshire, WA14 4DZ is registered in England (Company No. 06821134) and is regulated by the Claims Management Regulator in respect of regulated Claims Management Activities (CRM19382); its registration is recorded on the website [www.gov.uk/moj/cm](http://www.gov.uk/moj/cm). This document sets out the Terms of Engagement on which TCG will supply the Claims Services to You and for the appointment of The Claims Guys Limited to act for You.

By completing, signing and returning the Letter of Authority (LOA) on the reverse, 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 a payment protection insurance (PPI) policy(ies) on any account with that Company, and/or failure to disclose commission or other sums paid by the Company to third parties in connection with PPI policies.
- b. “Claims Services” means:
  - i) conducting a PPI Check to ascertain if You have/had PPI with each Company You tell Us You have dealt with; and
  - ii) preparing, submitting and negotiating Your Claim(s) to/with the Company, in the event that TCG locate PPI. Where appropriate, this may include commencing legal proceedings and/or submitting a referral to the Financial Ombudsman Service (FOS) on Your behalf.
- c. “Company” means the business to whom the Letter of Authority (LOA) is addressed, who provided/sold the PPI policy and/or failed to disclose commission charges, 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. For the avoidance of doubt, Compensation also includes any sums used to reduce any outstanding balances.
- 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 Claims Services, inclusive of VAT, in accordance with clause 1(b)(ii) and as set out in clause 4.
- g. “FOS Questionnaire” means the form used to ask the Financial Ombudsman Service to review the Company’s decision to defend Your Claim(s).
- h. “Free PPI Check Period” or “PPI Check” means the process by which TCG will endeavour to identify whether PPI existed on products/accounts provided to You by the Company. The service undertaken during the Free PPI Check Period is limited to submitting a Data Subject Access Request (DSAR) only, on Your behalf, to the Company, upon receipt of Us receiving Your signed LOA. The Free PPI Check Period will immediately end on the date TCG is notified by a Company that PPI has been identified. You will never be charged a Fee(s) during the Free PPI Check Period.
- i. “Instruction” means You authorising Us to undertake the Claims Services. Your Instruction is given when You sign and return 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.
- k. “TCG/Us” means The Claims Guys Limited, Company No. 06821134.
- 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

### i) Free PPI Check Period

- a. TCG will ask for Your PPI information from the Company by making a DSAR.
- b. TCG will use reasonable endeavours to ascertain whether or not any of the policies or accounts that You have had with the Company included PPI and if so, will inform You.
- c. If no PPI is identified, this Agreement will come to an end.

### ii) Preparing, Submitting and Negotiating Your Claim(s)

- a. Once PPI is identified, the Free PPI Check Period ends and You authorise TCG to provide You with the Claims Services.
- b. TCG will review, and if appropriate, based on the information You provided during the Free PPI Check Period, prepare and submit a Claim(s) to the Company and/or the FOS on Your behalf.
- c. If further information is required from You prior to submitting a Claim(s) TCG will endeavour to contact You and You agree to provide reasonable assistance and information to allow Us to submit a Claim on Your behalf.
- d. You understand that by completing one LOA, that the Company may investigate all accounts where PPI has been applied, under the Instruction(s) provided.
- e. Any successful Claim(s), proceeded in accordance with clause 1(b)(ii), will be subject to a Fee(s), as set out in clause 4.
- f. 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.
- g. You will deal promptly with requests by TCG for authority, information or documents that TCG or the Company might make.
- h. The Company may contact You directly and You will inform TCG promptly of this and any relevant matters affecting Your Claim(s).
- i. TCG will use reasonable endeavours to obtain and negotiate Compensation for the Claim(s) pursued.
- j. You agree to TCG dealing exclusively with Your Claim(s) and acknowledge that You could complain directly to the Company at no cost.

## 3. Your Compensation

- a. TCG will promptly notify You of the outcome of the Claim(s).
- b. If Your Claim(s) is successful for Compensation, You are responsible for cancelling any active PPI policy, where applicable and/or identifying a replacement policy if appropriate.
- c. 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.
- d. 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. 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. If TCG carries out a Free PPI Check and no PPI is identified, then You owe TCG nothing.
- b. When TCG undertakes the Claims Services, in accordance with clause 1(b)(ii), and is successful in obtaining Compensation then You owe TCG 36%, inclusive of VAT, of the Compensation. This means, for example: if TCG succeeds in obtaining Compensation of £1,000, the Fee(s) would be £360. You would receive £640. If TCG succeeds in obtaining Compensation of £15,000, the Fee(s) would be £5,400. You would receive £9,600. If Compensation of £1,000 is received but £500 is used by the Company to reduce Your outstanding balance the Fee(s) would be £360, therefore You would receive £140 (£500 less our Fee(s) of £360). VAT is charged at the prevailing statutory rate.
- c. TCG will invoice You for the Fee(s) which will become immediately payable by You to TCG 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. Fee(s) become due at the point that either TCG or You are informed of an offer of Compensation and payable from the date You receive Your Compensation. 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). Our Fee(s) will only be payable on any Compensation You receive.

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 unpaid Fees 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 Your Claim(s) are submitted to the Company (“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. By agreeing to these Terms and Instructing TCG, You expressly request for TCG to commence the Claims Services prior to the expiration of the Cooling-off Period.
- e. 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.
- f. 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 the charge is £60, inclusive of VAT; for any 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 any automated communication to You TCG will charge You £18 inclusive of VAT.
- g. 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 on the Compensation.

## 6. Your Personal Data

- a. TCG will use the personal information You give to Us during the Claims Services process to:
  - i) Provide the 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 at any time by contacting Us.
- b. TCG will not provide Your personal data to any third party organisation except for the purpose of providing the Claims Services, including to external solicitors to commence legal proceedings on Your behalf against the Company.
- c. TCG will update You throughout the Claims Services 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 & 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:
  - 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.