

Terms of Engagement (“Agreement”)

These Terms of Engagement detail how The Claims Guys (TCG) will undertake its Claims Services to You. By signing and submitting 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 relating to the failure to disclose commission charges (Plevin) in connection with Your Payment Protection Insurance (PPI) policy(ies) earned by the Company, or other sums paid by the Company to third parties.
- b. “Claims Services” means:-
 - i) Conducting a PPI Check(s) to obtain information about any PPI policy(ies) You held with the Company and identifying any potential Claim(s) for undisclosed commission (Plevin); and
 - ii) Referring Your Claim(s) to the Legal Partner, with Your Instruction.
- c. “Company” means the business, for example the Lender or Broker, to whom the Letter of Authority (LOA) is addressed, who failed to disclose commission charges (Plevin) earned by the Company, or other sums paid to third parties, including any associates and/or their predecessors.
- d. “Initial Pack” means the first Pack TCG sends to You for Claim(s) relating to the failure to disclose commission charges (Plevin) related to a PPI policy(ies) earned by the Company, or other sums paid by the Company to third parties.
- e. “Instruction” means You authorising Us to undertake the PPI Check(s) and refer Your Claims to the Legal Partner, which is given when You sign and return an LOA, or other authorisation document/form. This includes where You provide Your signature or complete a form electronically.
- f. “Legal Pack” means the Pack TCG sends to You, upon completion of the PPI Check(s) and the identification of a potential Claim(s), which contains information about the Legal Partner and allows You to provide Instruction for TCG to refer Your Claim(s) to the Legal Partner.
- g. “Legal Partner” means The Claims Guys Legal (TCG Legal), a firm of solicitors, company number 10889974 who are authorised and regulated by the Solicitors Regulation Authority, Number 642517.
- h. “Letter of Authority (LOA)” means the document to be sent to the Company containing Your authority for TCG to act on Your behalf. A LOA(s) will be provided as part of Your Initial Pack and TCG or the Company may require You to sign a further LOA(s) during the Claims Services.
- i. “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. Claims made about undisclosed commission are commonly referred to as Plevin Claims.
- j. “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, and whether You have a potential Claim(s) for undisclosed commissions (Plevin), by submitting a Subject Access Request (SAR), on Your behalf, to the Company.
- k. “TCG/Us” means The Claims Guys Limited, a claims management company, 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>.
- l. “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 request the Company provide information about any PPI policies and undisclosed commissions (Plevin) 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 SAR.
- c. TCG will promptly notify You of the outcome of the PPI Check(s).
- d. If TCG are unable to identify a PPI policy(ies) and any undisclosed commissions (Plevin) earned by the Company, or other sums paid by the Company to third parties, this Agreement will come to an end.
- e. You authorise this Agreement to continue and for TCG to send You a Legal Pack(s) for any account(s) where a Company has confirmed You may have/had PPI and there were any undisclosed commissions (Plevin) earned by the Company, or other sums paid by the Company to third parties associated with Your PPI policy(ies).
- f. You understand that by completing one LOA, the Company may provide information about multiple PPI policies, under the Instruction(s) provided, and that TCG will review this information to identify potential Claim(s).
- g. TCG will review and, if appropriate, based on the information provided by You and the Company, issue You with a Legal Pack requesting Your Instruction to refer Your Claim(s) to the Legal Partner to continue with the Claim(s) on Your behalf.
- 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. You do not need to use a claims management company to assess Your eligibility for a Plevin Claim(s). You are free to seek advice elsewhere and are able to proceed with Your Claim(s) directly through an alternate solicitor.

3. Referral to The Legal Partner(s)

- a. Should TCG identify a potential Claim(s), TCG will send You a Legal Pack. TCG will not refer Your Claim(s) to the Legal Partner until TCG receives Your Instruction.
- b. Once Your Instruction is received, TCG will refer Your Claim(s) to the Legal Partner by passing Your personal data, including Your contact details, SAR information and any other information relevant to Your Claim(s) to the Legal Partner.
- c. TCG will notify You promptly once Your Claim(s) has been referred to the Legal Partner.
- d. Once Your Claim(s) is referred to the Legal Partner You will receive no further updates from TCG about that Claim(s), all further updates will be from the Legal Partner.
- e. Upon receipt of Your Claim(s) from TCG, the Legal Partner will contact You in respect of their services. No further action will be taken by TCG.

4. Fee(s)

- a. TCG will not charge You any Fee(s) for the Claims Services.
- b. TCG receive payment(s) from the Legal Partner for any successful Claim(s) referred. This payment(s) is made directly to TCG from the Legal Partner.
- c. Once Your Claim(s) has been passed to the Legal Partner, the Legal Partner will charge a Fee(s) for any successful Claim(s):
 - i) 20%, plus VAT of any settlement refund for any Claim(s) settled prior to legal proceedings being issued against your Lender(s); or
 - ii) 40%, plus VAT of any settlement refund for any Claim(s) settled after legal proceedings have been issued against your Lender(s).

An additional Fee(s) may also apply. All Fees will be outlined in Your Agreement with the Legal Partner.

5. Cancellation Rights

- a. There is no obligation to provide Your Instruction for TCG to refer Your Claim to the Legal Partner.
- b. You may cancel this Agreement 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.
- c. 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.
- d. The Legal Partner will provide You with separate Cancellation Rights under Your Agreement with them.

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 Claim(s) to the Legal Partner, 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 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.
- 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 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.