

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/cmr. This document sets out the Terms of Engagement for the appointment of The Claims Guys Limited to act for You.

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) in any account with that Company, including failure to disclose commission charges - Plevin Eligible Claim(s).
- b. “Claims Services” means preparing, submitting and negotiating Your Claim(s) to/with the Company, once TCG has located PPI, in relation to either the mis-selling of PPI and/or whether the Company failed to disclose commission charges to You, which gave rise to an unfair relationship, known as Plevin Eligible Claim(s). Where appropriate, it may include commencing legal proceedings.
- 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.
- d. “Compensation” means any sums paid or given in respect of a settlement, goodwill gesture, policy refund or rebate, including any interest payments and associated charges. For the avoidance of doubt, Compensation also includes any sums used to reduce any outstanding balances/debt.
- e. “Cooling-off Period” means 14 days from the date the Claim(s) are submitted to the Company during which time You may cancel the Claim(s) free of charge. For Plevin Eligible Claims only, the 14 days commence from the date TCG submits a Plevin Eligibility Request Letter to the Company.
- f. “Fee(s)” means the amount You will have to pay to TCG for the Claims Services, inclusive of VAT, as set out in clause 4.
- g. “Free PPI Check” means TCG will endeavour to identify, for free, whether PPI existed on products/accounts provided to You by the Company.
- h. “Instruction” means Your Instruction to Us to commence the Claims Services contained within these Terms. Your Instruction can be given once PPI has been located in one of two ways; either by returning the Lender Questionnaire to TCG or by completing the Lender Questionnaire over the telephone with TCG. This will allow Us to investigate with the Company whether they mis-sold You PPI or failed to disclose their commission charges. For Plevin Eligible Claim(s) only, Your Instruction is provided by signing and returning an LOA. The same Instruction in both instances will automatically apply to refer Your Claim(s) to the Financial Ombudsman Service (FOS).
- i. “Lender Questionnaire/FOS Questionnaire” means the forms that have been filled out using information You have given during the Free PPI Check and/or Claims Services process which may be used by TCG to refer Your Claim(s) to the Company and/or the FOS (see clause 3).
- j. “TCG/Us” means The Claims Guys Limited, Company No. 06821134.
- k. “Letter of Authority (LOA)” means the document to be sent to the Company containing Your authority for TCG to act on Your behalf.
- l. “Plevin Eligible Claim(s)” means Claims in relation to the failure to disclose commission charges as highlighted in the Supreme Court judgment in *Plevin v Paragon Personal Finance Ltd [2014] UKSC 61*.
- m. “Terms” means the Terms of Engagement (“Agreement”).
- n. “Plevin Eligibility Request Letter” - means the letter sent by TCG to the Company seeking information of any commission charges applied to the account You held with the Company, where applicable.
- 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) of a Deceased Person’s Estate.

2. Free PPI Check

- a. By completing, signing and returning an LOA You agree to be bound by this Agreement and appoint TCG to provide the Free PPI Check.
- b. You give TCG Your consent to deal with the Company on Your behalf and to obtain relevant information.
- c. TCG will rely on the information and documents provided by You as being 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.
- d. TCG will ask for Your PPI information from the Company by making a Data Subject Access Request (DSAR).
- e. You can cancel the Free PPI Check at any time at no cost to You either by phone, e-mail or in writing (see clause 5).
- f. TCG agrees never to charge You anything for the Free PPI Check.
- g. TCG will endeavour to inform You whether or not any of the policies or accounts that You have had with the Company included PPI.
- h. You acknowledge that You could undertake the Free PPI Check yourself but have chosen to use TCG.

3. Claims Services

- a. Where PPI is identified You are aware that You could complain directly to the Company at no cost, with the ability to take matters further with the FOS or Court.
- b. If TCG identifies a PPI policy(ies) TCG will send You a Lender Questionnaire. TCG will not process Your Claim(s) until TCG receives Your Instructions. You can provide Your Instructions in one of two ways; either by returning the Lender Questionnaire to TCG, or by completing the Lender Questionnaire over the telephone with TCG. For Plevin Eligible Claim(s) only, Your Instruction is provided by signing and returning an LOA.
- c. If You do not return the Lender Questionnaire by post but complete it over the telephone You will still be bound by this Agreement.
- d. The Lender Questionnaire is your Instruction to TCG to investigate the existence and merits of Your Claim(s). For Plevin Eligible Claim(s) only, the LOA is Your Instruction.
- e. Once Your Instruction(s) has been received TCG has the right to deal exclusively with the Claim(s).
- f. You understand that by completing one Lender Questionnaire and one LOA, that 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), as set out in clause 4.
- g. You will ensure that any information provided is true, accurate and completed to the best of Your knowledge.
- h. Where TCG believes that a PPI policy may have been mis-sold to You or is a Plevin Eligible Claim(s), TCG will submit a Claim(s) and/or Plevin Eligibility Request Letter to the Company and/or the FOS upon Your Instruction(s).
- i. You will deal promptly with requests by TCG for authority, information or documents that TCG or the Company might make.
- 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 promptly notify You of the outcome of the Claim(s).
- m. 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.
- n. 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.
- o. 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.
- p. 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.
- q. 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.

r. 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.

4. TCG Fee(s)

- a. If TCG undertakes the Claims Services and is not successful in obtaining Compensation then You owe TCG nothing except where this Agreement is cancelled in accordance with clause 5.
- b. If TCG 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, as soon as is reasonably practicable following the settlement of Your Claim(s) and the payment of Compensation by the Company(ies) to TCG, pay You the balance of the Compensation, after deducting its Fee(s). For the avoidance of doubt, where You have more than one successful Claim against one or more Company(ies), TCG may deduct from any Compensation paid, its 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).
- 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.
- 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.
- j. These Terms of Engagement shall continue to operate until all Claims where a Fee(s) is payable have been settled.

5. Cancellation Rights and Charges

- a. You may cancel Your Claim(s) at any time after TCG has received Your Instruction(s) by either using the cancellation form or You may request cancellation in writing, by telephone or via email, see clause 8a. for contact details. You can also find a copy of the cancellation form at www.theclaimsguys.co.uk.
- b. 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.
- c. 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.
- d. TCG may at its sole discretion decide not to proceed with a Claim 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.
- e. 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 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.
- f. 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

TCG will use the personal information You give to Us throughout our Free PPI Check and Claims Services to:

- Provide the Free PPI Check.
- Provide the Claims Services following Your Instruction.
- 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 at any time by contacting Us.
- 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.
- TCG will update You throughout Your Claim(s) by sms, email, telephone and/or post. To ensure that You receive emails from Us please add TheClaimsGuys@news.theclaimsguys.co.uk to Your email contact list.

7. Disclaimer

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 Claim(s).

8. Complaints and Governing Law

- a. You can make a complaint about our service via TCG’s internal complaints procedure 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 our complaints procedure at www.theclaimsguys.co.uk.
- b. Should You remain unhappy You may refer Your complaint, within 6 months of the date of our final response, to the Legal Ombudsman Service, by email: 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.

Once You have read and agreed to these Terms of Engagement, please sign the Letter of Authority