

This Client Care Letter, along with our Terms of Engagement explains the terms on which we, The Claims Guys Legal will be able to assist you should you decide to instruct us. Please ensure that you read these documents carefully as they contain important information about key aspects of our relationship.

If there is anything you do not understand, if you have any questions or if you are unsure how and when we receive a Fee for the work we undertake on your behalf, please contact us.

## YOUR CLAIM

You will be instructing us to investigate and pursue a Claim(s) against your Lender(s) in relation to their failure to disclose the commission they paid to the Broker(s) for arranging your car finance agreement(s). These secret commission payments prevented the Broker(s) from acting in your best interest and put them in a position of conflict, which potentially gave rise to an unfair relationship and resulted in you being overcharged for your car finance agreement(s). We refer to this as a Car Finance Undisclosed Commission Claim.

Where you provide instruction for us to investigate and pursue a Claim(s) against a Lender, we will endeavour to identify all car finance agreements that Lender provided to you, through obtaining credit information from credit reference agencies and the submission of information requests to your Lender(s). Where additional Claims are identified, we will submit a Claim for each agreement where we have instruction to act for you with a Lender and there is merit to do so.

If you were to opt not to use our services, you are able to submit your Claim(s) to your Lender(s) and the Financial Ombudsman Service directly, free of charge.

## WHO WILL DEAL WITH YOUR CLAIM

David Goldstein is the solicitor and Legal Director who will have day-to-day overall responsibility for your Claim(s), should you decide to instruct us.

Whilst David will oversee your Claim(s), he will be assisted by other staff within our business. Our normal hours of business are Monday to Friday, 9am until 5pm. The best way to contact us is by sending an email to: [hello@theclaimsguyslegal.com](mailto:hello@theclaimsguyslegal.com)

Sometimes we ask other companies or people to do certain work for us, such as making telephone calls. file auditing or other work. We will always ensure these outsourced providers keep your information safe.

## OUR FEES

If we are successful in obtaining a reasonable offer of or payment of Compensation, then you pay us a Success Fee which is calculated based on the amount of Compensation offered per car finance agreement. The table below details the Success Fee percentage applicable to different bands of Compensation, and the maximum total Success Fee for each compensation band.

Compensation	Success Fee Percentage	Maximum Fee Charge
£1 - £1,499	30%	£420
£1,500 - £9,999	28%	£2,500
£10,000 - £24,999	25%	£5,000
£25,000 - £49,999	20%	£7,500
£50,000 or more	15%	£10,000

The percentages and amounts in the table above are exclusive of VAT, which is charged at the prevailing rate.

If you have an outstanding balance with your Lender they may use all, or part of, your compensation to pay this outstanding balance meaning that you may not receive any cash "in hand". In this event, our Success Fee will still be calculated against the full compensation amount and you will be liable to pay us any shortfall.

*Example 1:* If your Lender makes an offer of £1,000 compensation and you have no outstanding balance with the Lender, your Lender will pay us £1,000. Of this, £360 will be deducted to pay our Success Fee and VAT, and £640 will be paid to you.

*Example 2:* If your Lender makes an offer of £1,000 compensation and you have an outstanding balance of £800 with the Lender, your Lender may use the compensation offered to pay the outstanding balance meaning they will only pay us £200. We would use this £200 toward our Success Fee and VAT, which would leave a balance of £160 payable by you.

Please carefully read our Terms of Engagement which include further information about and examples of our Fees.

As an outcome of their review of the motor finance industry the Financial Conduct Authority may impose an industry-wide or specific consumer redress scheme. If such a scheme is put in place our Success Fee will still be payable to us on consideration of the work we have completed on your behalf.

## TIMESCALES

It is difficult at this early stage to give an accurate estimate of timescale for these Claims due to the ongoing involvement of the financial services regulator, the Financial Conduct Authority and the Courts.

**Your Lender does not have to respond to your Claims until after 04 December 2025.**

The Financial Conduct Authority are currently undertaking a review of commissions paid in the motor finance industry, which is contingent on cases that are also being considered by the Courts. In light of this, the Financial Conduct Authority has paused the requirement for Lenders to respond to Claims about some motor finance commission Claims until after 04 December 2025.

The Financial Conduct Authority is waiting on the outcome of a Supreme Court hearing, scheduled for 01 to 03 April 2025, to allow it to complete its review and establish any next steps, which it has stated may include an industry-wide redress scheme. It is anticipated that the Supreme Court will hand down its judgment in Summer 2025, so we do not expect a further update from the Financial Conduct Authority until Autumn 2025.

## OBTAINING CREDIT INFORMATION

A Car Finance Undisclosed Commission Claim can currently be made for car finance agreements that were active from 2007, onwards. It is our experience that most consumers do not retain credit agreement documentation relating to previous, or older, car finance agreements. One of the ways we can help you identify all past car finance credit agreements, and thus receive all compensation you may be due, is by obtaining this information from credit reference agencies; we do this through performing a soft credit check, or submitting an information request (commonly referred to as a Subject Access Request) to credit reference agencies, we refer to this as a Credit Record Request.

The Credit Record Request is completed through a third-party Credit Information Provider. The Credit Information Providers we presently use are Checkboard Limited, and Valid8 Ltd:

- Checkboard Limited - <https://products.privasee.io/privacy-portal/65df3edbb7528b00135e84b9>
- Valid8 Ltd - <https://www.valid-8.co.uk/privacy.php>

We reserve the right to introduce new Credit Information Providers and will update our Privacy Policy with any such change.

The credit reference agencies the Credit Record Request will be submitted to include Transunion, Equifax and Experian. If you would like to understand how the credit reference agencies each use and share data this information is provided in the links below:

- <https://www.transunion.co.uk/crain>
- <https://www.equifax.co.uk/privacy-hub/crain>
- <https://www.experian.co.uk/legal/crain/>

The information from the obtained Credit Record Request will be used to identify and obtain information about all car finance agreements that were active from 2007 onwards to support your Claims. To ensure your Lender is able to identify you we will also look for any previous addresses that may be linked to your car finance.

We may also use this information from credit reference agencies to identify other types of finance agreement that may have been mis-sold due to undisclosed commissions, for example secured loans or mortgages, and we may contact you to discuss Claim opportunities relating to these finance agreements.

## FINANCIAL OMBUDSMAN SERVICE REFERRALS

If your Lender does not provide a satisfactory outcome to your Claim, our current process is to refer the Claim to the Financial Ombudsman Service (FOS), where there is merit to do so. At present, this process remains unchanged however, it will change as of 01 April 2025.

The FOS have confirmed that they intend to introduce Representative Fees for professional representatives, such as our firm, who use their service to progress their Clients' Claims which will take effect on 01 April 2025. Once these fees come into effect, we will only be able to represent you in presenting any Claim to the FOS in limited circumstances, as the Representative Fees will render your Claim uneconomic for us to pursue. Instead, we may refer you to a "not for profit" organisation who will assist you in presenting your Claim to the FOS. If your complaint is successful, our Success Fee will still be payable to us for the work we completed on your Claim.

## CANCELLATION RIGHTS AND CHARGES

We will start work on your Claim(s) as soon as you provide your instruction by providing your signature to us electronically. By providing your signature you authorise us to start working on your behalf within the Cooling-Off Period.

You will have the right to cancel your Agreement with us free of charge within the 14-day Cooling-Off Period which begins on the date you electronically provide your signature to us electronically. You can cancel by contacting us directly:

- BY CANCELLATION FORM: Please complete the form enclosed in this document bundle and return it to us
- BY LETTER: The Claims Guys Legal, PO Box 563, Unit 2 Tally Close, Manchester, M28 8HG
- BY EMAIL: [cancellation@theclaimsguyslegal.com](mailto:cancellation@theclaimsguyslegal.com)

Please see Clause 6 of the Terms of Engagement for further information about cancellation.

## INTRODUCER AND FUNDING DETAILS

You may have been made aware of our services by a third-party Introducer and if so, we may pay them for facilitating your introduction to us. In addition, we work with third-party Funders, who finance some of our client acquisition.

The payment we make to an Introducer or Funder is either a fixed upfront payment when you are first introduced to us, or a share of our Success Fee should your Claim be successful. The maximum payment we would make to any third-party would be 50% of our Success Fee, for each successful Claim(s).

As our payment arrangement with Introducers and Funders is contingent on the amount of compensation you may be offered, we are unable to confirm the amounts we will pay to the Introducer or Funder at this stage. By way of example, if your Lender makes an offer of £1,000, we will deduct £360 to pay our Success Fee (£60 of this being VAT). Of this, £150 would be paid to the Introducer or Funder.

For the avoidance of doubt, these payments are made by us at no cost to you and you will not be required to pay any third-party anything in relation to your Claim(s). The way we handle your Claim(s) will not be affected by any payment we make to an Introducer or Funder.

We will share information about the progression of your Claim(s) with Funders, where relevant. Further information about the Funders we work with is set out in Clause 7 of our Terms of Engagement. If you would like any additional information about the information that is shared, please get in touch as soon as possible. If you continue to instruct us to act for you by providing your signature to us, we will take this as your acceptance of us sharing this information.

## ALTERNATIVE WAYS TO PROGRESS YOUR CLAIMS

You should also be aware that your Claims can as an alternative, be advanced through the Courts, through the submission of legal proceedings against your Lender.

To pursue a Claim at Court you are required to issue legal proceedings within a period of six years from either your car finance credit agreement ending, or from when you could with reasonable diligence, have become aware that you had a potential Claim.

If a Claim is not issued at Court prior to the expiry of six years, then your Claim could become statute barred, meaning that you can no longer issue a Claim at Court.

Our position is that these Claims should initially be progressed through your Lenders' regulatory complaints process, whereby a decision will be provided by your Lender following expiry of the current pause.

## COMPLAINTS

If, for any reason, you become unhappy with the service you receive, you can make a complaint via email to [complaints@theclaimsguyslegal.com](mailto:complaints@theclaimsguyslegal.com) or by post to The Claims Guys Legal, PO Box 563, Unit 2 Tally Close, Manchester, M28 8HG.

Further details about our complaint procedure are set out in Clause 8 of our Terms of Engagement.

## YOUR PERSONAL INFORMATION

We will handle your personal information in accordance with our Privacy Policy, which can be found online at: <https://theclaimsguyslegal.com/privacy-policy/>

A paper copy of this policy can be made available upon request.

If you have any questions about how we will handle your personal information, you can contact us via email at [dataprotection@theclaimsguyslegal.com](mailto:dataprotection@theclaimsguyslegal.com)

Yours sincerely,

**The Claims Guys Legal**

## 1. Definitions and Interpretation

- a. "Agreement" means the contractual relationship between You and Us which You enter into by providing Your signature. This includes where You provide Your signature electronically.
- b. "Claim(s)" means a complaint or potential complaint against the Lender relating to:
- (i) the failure to disclose commission charges, or other sums paid in connection with Your Credit Product(s) and/or
  - ii) the failure to undertake sufficient affordability checks when arranging Your Credit Product(s) and/or
  - iii) the mis-sale of ancillary, or other products that were financed under Your Credit Product(s) and/or
  - iv) any other unfair lending practices identified during the provision of the Claims Services.
- c. "Claims Services" means the work We undertake to prepare, submit and negotiate the Claim(s) to with the Lender, as outlined in Clause 2 of these Terms of Engagement.
- d. "Cooling-Off Period" means 14 days after the date that You provide Your signature to Us during which You can cancel this Agreement free of charge.
- e. "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 Claim(s) including any interest payments and associated charges. For the avoidance of doubt Compensation also includes any sums used to reduce any outstanding balances/debt.
- f. "Credit Product" means a financial product allowing You to borrow money from a Lender. This includes, but is not limited to Credit Cards, Store Cards, Loans, Overdrafts and Car Finance.
- g. "Credit Record Request" means Us reviewing Your credit file to identify information about Your Lenders and Your Credit Products through either the submission of a soft credit check, or DSAR to a credit reference agency(ies). These requests will not adversely affect Your credit rating.
- h. "Data Subject Access Request" (DSAR) means an information request that We will send to Your Lender on Your behalf to request information to substantiate Your Claim(s), where required.
- i. "FSCS" means Financial Services Compensation Scheme.
- j. "FOS" means the Financial Ombudsman Service, who can review the Lender's decision about Your Claim(s).
- k. "Instruction" means You authorising Us to undertake the Claims Services by providing Your signature. This includes where You provide Your signature electronically.
- l. "Lender" means the business for example the Lender, Credit Provider or Broker, who was responsible for the arrangement of the Credit Product(s). This includes any representative or affiliate of the Lender.
- m. "Letter of Authority" means the document that may be sent to the Lender with any Claim or DSAR that evidences Our authority to act on Your behalf.
- n. "Success Fee" means the amount You will have to pay to Us for the Claims Services, as detailed in Clause 5 of these Terms of Engagement.
- o. "TCG Legal" means The Claims Guys Legal. Any reference to 'We', 'Us' or 'Our' in this Agreement shall be taken to be a reference to TCG Legal.
- p. "You/Your" means the Account/Policy Holder whose details are set out in the Letter of Authority and who has Instructed Us to act on their behalf.
- q. Unless the context otherwise requires, words in the singular include

the plural and in the plural include the singular.

## 2. Claims Services

- a. We will not process the Claim(s) until We receive Your Instruction.
- b. Once We receive Your Instruction We will:
- (i) undertake the Credit Record Request, to identify which Lenders you held Credit Products with and information about Your Credit Products.
  - (ii) submit a Claim(s) to a Lender(s), or the FSCS, where We have all relevant information to do so and believe the Claim(s) has a reasonable prospect of success; and/or
  - (iii) where required, request additional information from You to substantiate Your Claim(s) against a Lender(s); and/or
  - (iv) where required, request information from a Lender(s) or other relevant third party(ies) about the Credit Product(s) You held.
- c. We will use reasonable endeavours to obtain Compensation for each Claim pursued and will liaise and negotiate with the Lender on Your behalf, as necessary to progress the Claim(s).
- d. You understand that You have instructed us to request that the Lender investigates all Credit Products You hold/held with them under the Instruction(s) provided, and that any successful Claim(s) will be subject to a Success Fee(s).
- e. By providing Your Instruction, You agree to Us referring Your Claim(s) to the FOS, where We believe such referral would benefit Your Claim(s) and the Representative Fees outlined in clause 2f. do not apply. Your signature will be applied to a FOS Declaration Form and where a Lender does not provide a satisfactory outcome to Your Claim(s), We will use the Declaration Form to submit the Claim(s) to FOS where there is merit.
- f. When the FOS introduce Representative Fees on 01 April 2025, if these apply to Your Claim(s) We will only represent You in presenting Your Claim(s) to the FOS in limited circumstances. Instead, We may refer You to a "not for profit" organisation who will assist You in presenting Your Claim(s) to the FOS. If Your Claim(s) is successful, our Success Fee will still be payable to Us for the work We completed on Your Claim(s).
- g. We will keep You updated throughout the Claim(s) and promptly notify You of the outcome of the Claim(s).
- h. We may outsource some elements of the Claims Services such as the administration of the Claim(s), taking and making of telephone calls and/or chasing documents from You to a specialist supervised Company(ies). You agree for Us to outsource elements of the Claim(s).
- i. Where interest is included by the Lender as part of the Compensation, they may deduct tax from this and pay it directly to HMRC. Depending on Your personal tax status this tax may be refundable. With Your Instruction, where You have a successful Claim(s), We will automatically submit a tax refund claim to HMRC, the following tax year.
- j. This Agreement is a non-contentious business agreement and does not cover the issue of any proceedings against Your Lender at court. You agree that We have discretion whether court proceedings should be taken or not and may decline to do so where it would be uneconomic for Us to do so. Prior to the issue of any court proceedings, We would require that You enter into a separate agreement with Us.

## 3. Our Responsibilities and Liabilities

- a. We will:

(i) always act in Your best interests subject to Our legal and regulatory obligations; and

(ii) provide You with a reasonable standard of service, in line with Your Agreement with Us.

b. We will use reasonable endeavours to keep safe any information or documents that You, the Lender or any third party send to Us. We will not be responsible for any loss to You or any third party arising out of the loss of documents or information including in transit either to or from Us. Any additional protection that You require for lost documentation or information (for example photocopies and/or a Recorded Delivery service by Royal Mail) will be at Your discretion and Your expense.

c. We are required to verify Your identity(ies) and address(es). By giving Your Instruction You acknowledge that You are giving consent to Us to undertake an electronic verification check, where this is required. This process may involve searches with credit reference, fraud prevention agencies and the electoral register, which will be recorded on but will

have no adverse effect on Your credit file. We, or Your Lender, may also require You to supply identification documents to allow Us to verify Your identity(ies) and address(es) and/or progress Your Claim(s).

d. We may refuse, at Our discretion, to act for You without giving reason.

e. We will not be liable to You whether in contract or tort for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by You and by Us, such as (but not limited to) loss of profits, loss of opportunity, loss of benefits or tax demands.

f. Our total liability to You in respect of all other losses arising under or in connection with Your Agreement with Us, 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 the Claim(s) in connection to which We are liable unless those losses were foreseeable by both parties when Your signature was provided. We consider that this limit is reasonable and fair in view of the type of work that We are undertaking. If the limit does cause You any concern, please contact Us so that We can discuss Your concerns.

g. Nothing in these Terms of Engagement shall limit or exclude Our 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.

#### 4. Your Responsibilities

a. You acknowledge that You could pursue the Claim(s) Yourself directly with Your Lender and through the FOS, or where applicable, a Compensation Scheme, such as the FSCS free of charge.

b. By entering into this Agreement, You agree to:-

(i) provide Us with all information and documents which are relevant to the Claim(s), including but not limited to Credit Agreements, letters, documents and e-mails. You agree to provide Instruction for Us to request any information required to substantiate the Claim(s) from the Lender, by way of a DSAR or by any other method;

(ii) co-operate generally with Us in the conduct of the Claim(s), including by dealing promptly with requests We make for authority, information, documents, Instruction or further requests;

(iii) tell Us promptly if any information that You have previously given to Us is no longer true or accurate. Including Your contact information,

which You agree to ensure is up to date at all times;

(iv) inform Us promptly of any relevant matters affecting the Claim(s), such as direct contact from the Lender, and consult with Us before making any contact with or having any discussion or correspondence with the Lender concerning any aspect of the Claim(s);

(v) not abandon or discontinue the Claim(s) or any part of the Claim(s) against Our advice;

(vi) not settle the Claim(s) without Our consent;

(vii) give Us the exclusive right to deal with the Claim(s) and to not enter into any new agreement, orally or in writing, with any other person(s) in respect of the Claim(s) unless We otherwise agree to this in writing;

(viii) to opt out of, or allow Us to opt out of on Your behalf, any collective, or group actions that relate to, or conflict with Your Claim(s); and

(ix) not ask Us to work in any way that is improper or unreasonable or cause or contribute to a conflict of interest arising that would prevent Us from continuing to act in the Claim(s).

c. You understand that upon receipt of Your Claim(s) and/or if Your Lender finds that Your Credit Product was unaffordable, Your Lender may freeze and/or reduce Your credit limit. Where Your Credit Product finances a vehicle, Your Lender may seek the return of the vehicle, as part of their resolution to Your Claim, if Your repayment amounts to date do not exceed the value of the initial Credit Product.

#### 5. Compensation, Fees and Charges

a. You acknowledge that any approximate value of Compensation given to You is an estimate only. The success of any Claim(s) depends on Your individual circumstances.

b. If We undertake the Claims Services and are not successful in obtaining an offer of Compensation then You owe Us nothing.

c. If We are successful in obtaining a reasonable offer of or payment of Compensation then Our Success Fee will be calculated based on the value of any Compensation offered, or obtained for You for each individual Credit Product. The table below details the Success Fee percentage applicable to each band of Compensation, and the maximum total Success Fee for each Compensation band.

Compensation	Success Fee %	Maximum Fee
£1 - £1,499	30%	£420
£1,500 - £9,999	28%	£2,500
£10,000 - £24,999	25%	£5,000
£25,000 - £49,999	20%	£7,500
£50,000 or more	15%	£10,000

d. The Success Fee percentages and amounts in the table above are exclusive of VAT, which is charged at the prevailing statutory rate.

e. We provide an estimate of Our Success Fee and VAT based on different Compensation values in the table below. The Compensation You are offered will vary based on the value and duration of Your Credit Product and may exceed these estimates.

Compensation	Success Fee	VAT
£1,000	£300	£60
£3,000	£840	£168
£5,000	£1,400	£280

f. We have set Our Success Fee at the rates provided in Clause 5c. because:

(i) We will not be paid unless Your Claim(s) is successful and therefore bear the significant risk that We will not recover any payment for the time spent by Us on Your Claim(s); and

(ii) the amount of our Success Fee is dependant on amount of Compensation offered; and

(iii) Your Claim(s) may be subject to temporary complaint handling rules brought forth by the Financial Conduct Authority meaning there may be a delay between the Us undertaking work and receiving Our Success Fee; and

(iv) of the fee cap imposed by our regulator, the Solicitors Regulation Authority.

g. For the avoidance of doubt, if You receive an offer of Compensation from the Lender, which We advise You is reasonable, and You reject that reasonable offer, or refuse to sign any Acceptance Form from the Lender, the Success Fee would still be payable by You to Us even though You would not receive any Compensation Yourself as You have rejected that reasonable offer.

h. If Your Lender requires You to sign an acceptance form, or otherwise accept their offer of Compensation, We will contact You to make You aware of this and provide details of the offer of Compensation. If You do not reject Your Lender's offer of Compensation within 14 days, We will assume You have accepted the offer of Compensation and will accept the offer of Compensation on Your behalf. Where You do not reject an offer of Compensation and Your Lender requires a signed acceptance form to accept their offer of Compensation You agree to Us to applying Your electronic signature to the acceptance form.

i. If Compensation is paid to You as the result of an industry-wide, or specific consumer redress scheme (a "scheme"), Our Success Fee will still be payable to Us on consideration of Our work in respect of Your Claim(s). You agree to direct Your Lender to make any Compensation payment made under a scheme directly to Us. If the Lender offers or pays Compensation due under a scheme to You directly, You agree to notify Us immediately (and within seven days at the latest) and to provide the details We need to calculate the Success Fee.

j. In entering into this Agreement with Us, You have agreed for all Compensation to be paid directly to Us and agree that We shall deduct the Success Fee before paying the balance of the Compensation to You. Before deducting Our Success Fee from any Compensation received, We will send an invoice to You which details the amount(s) due to Us and the balance of Compensation due to You. All funds will be held in Our Client Account in accordance with the SRA Account Rules. A copy of Our policy on Monies held in Our Client Account, is available on request.

k. For the avoidance of doubt where You have more than one Agreement with The Claims Guys Legal that results in a successful Claim(s) We may deduct from any Compensation paid the Success Fee in respect of each of the Claims from the Compensation received for any one of those Claims. This may mean that Compensation paid as a result of this Agreement is used to offset a Success Fee that is due in respect of a Tax Refund Claim(s). This will apply even where an outstanding Success Fee became due before the commencement of this Agreement.

l. Payment of the Success Fee become due at the point that either We or You are informed of an offer of Compensation and payable from the date We or You receive Your Compensation. If the Lender offers or pays Compensation to You directly, You agree to notify Us immediately (and within seven days at the latest) and to provide the details We need to

calculate the Success Fee.

m. Compensation may be used by a Lender to reduce any outstanding debt that You owe a Lender and You understand that Our Success Fee will be payable based on the total amount of calculated Compensation even if the Lender does not pay the whole sum of the Compensation to You.

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. If Compensation is paid directly by the Lender to an Insolvency Practitioner or the Official Receiver, and You do not receive any Compensation, You will not be liable for Our Success Fee.

o. If You fail to pay the Success Fee due and payable in accordance with the Agreement, We reserve the right to cancel all other active Claims.

p. We reserve the right to charge for costs incurred in recovering unpaid Success Fee(s) where an offer or payment of Compensation is made from a Lender to You.

q. You agree to provide Us with Your Bank details via a secure method to enable Us to pay You Your Compensation, less Our Success Fee.

r. We will take reasonable steps to ensure You receive any money due to You. If You do not provide Your Bank details within 12 months of Us receiving Your Compensation, or a cheque We issue to You is not cashed within 12 months of the issue date and We do not receive any contact from You, We will close Your file and You agree for Us to pay the outstanding monies to a charity of Our choice.

s. Our Agreement shall remain in effect until all Claims where a Success Fee are payable have been settled.

## 6. Cancellation and Assignment

a. You must notify Us of Your intention to cancel Your Claim, using the methods outlined in Our Cancellation Form

b. You have a Cooling-Off Period of 14-days after the date You provide Your signature to Us, during which You may cancel Your Claim at no charge.

c. By providing Your signature to Us You expressly request that We commence the Services immediately and prior to the end of the Cooling-Off Period.

d. You acknowledge by providing Your signature to Us that Your right to a 14-day Cooling-Off Period is waived if Your Claim has been processed by the Lender and an offer of Compensation has been made within this 14-day period.

e. If You request to cancel Your Claim outside the Cooling-Off Period, this Agreement will remain in effect and Our Success Fee will remain payable for any offer of Compensation that has been made by Your Lender up to the date of Your cancellation, or that is made at any point after Your cancellation.

f. Where You request to cancel Your Claim outside the Cooling-Off Period, and Your Lender has made, or subsequently goes on to make or pay an offer of Compensation to You directly, You agree to notify Us immediately (and within seven days at the latest) and to provide the details We need to calculate the Success Fee.

g. Where Your request to cancel Your Claim is received outside the Cooling-Off Period, We will not undertake any further work on Your behalf in respect of the Claim You have requested to cancel, nor will we notify the Lender. We will retain a record of Your Claim to enable us to calculate any Success Fee that falls due.

h. We may at Our sole discretion cancel this Agreement at any time, but We must have good reason to do so. We will promptly notify You if We decide to cancel this Agreement. For example, We may cancel this Agreement if (this is not an exhaustive list):

- (i) We believe that Your Claim(s) is unlikely to succeed; or
- (ii) You reject Our opinion on a reasonable offer of Compensation; or
- (iii) We believe You have not kept to Your responsibilities, as outlined at Clause 4 of these Terms of Engagement; or
- (iv) You fail to pay a Success Fee due to Us; or
- (v) You engage in conduct that We believe to be inappropriate.

i. We 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.

## 7. Your Personal Data

a. We take the privacy of Your personal information seriously. We will only use the personal information You provide to Us as outlined both in this Clause 7 and in Our Privacy Policy which can be viewed at [www.theclaimsguyslegal.com/privacy-policy/](http://www.theclaimsguyslegal.com/privacy-policy/). We ask that You read Our Privacy Policy carefully and, 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 the Claims Services.

c. We may also share Your personal information with Funders, who finance some of our client acquisition. These Funders include:

(i) Accio Depulso Limited, Company number 15638809, with registered office address: Hamilton House, Church Street, Altrincham, England, WA14 4DR; and

(ii) Asertis Ltd, Company number 11269006, with registered office address: 100 Barbirolli Square, Manchester, England, M2 3AB.

d. We may also use Your personal data to 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, or a specific method of communication, at any time by contacting Us.

e. After providing the Claims Services We will be entitled to continue to hold Your personal information until the Claim(s) is concluded and We receive full payment of money owed to Us for Fees plus VAT. We will then keep Your personal information for up to seven years in electronic form after which time We will destroy it.

## 8. Complaints, Governing Law and Professional Indemnity Insurance

a. You can make a complaint about Our service via Our complaints procedure by email: [complaints@theclaimsguyslegal.com](mailto:complaints@theclaimsguyslegal.com) or by post to The Claims Guys Legal, PO BOX 563, Unit 2 Tally Close, Manchester, M28 8HG. You can also find a copy of Our complaints procedure at [www.theclaimsguyslegal.com](http://www.theclaimsguyslegal.com).

b. Should You remain unhappy with Our service, You may refer Your complaint, within six months of the date of Our final response, to the Legal Ombudsman Service. The Legal Ombudsman can investigate complaints up to one year from the date of the problem happening or of when You found out about the problem. Their website is: <https://www.legalombudsman.org.uk/make-a-complaint/>

c. If You are unhappy about Our Success Fee You can:

(i) make a complaint to Us via Our complaints procedure, as outlined in Clause 8a; and/or

(ii) apply for an assessment of Our bill under Part III of the Solicitors Act 1974.

d. Each party irrevocably agrees that any proceedings relating to any dispute or Claim(s) (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation instituted against You by TCG Legal 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 proceedings instituted against TCG Legal 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.

e. We maintain professional indemnity insurance in accordance with the obligations set by the Solicitors Regulation Authority. Cover is in place with the insurer Pen Underwriting Limited under Policy number P/PIA/11983/24/SRA. Further details of this insurance is available upon request to Us.

## ABOUT YOU

Name

Previous Names

Date of Birth:

Email Address:

Telephone Number:

## CURRENT ADDRESS

Postcode

## PREVIOUS ADDRESSES

Address

Postcode

## ABOUT YOUR CREDIT

Lender Name:

**This authority relates to all information pertaining to all credit products ever arranged by or held with the Lender listed above.**

- I have read and agree to The Claims Guys Legal's Car Finance Claim Documents, including the Terms of Engagement and Letter of Authority.
- The commission paid to the Broker by the Lender for arranging my car finance was not fully disclosed to me and I authorise The Claims Guys Legal as my sole representative to make a claim on my behalf in respect of car finance undisclosed commissions.
- I authorise The Claims Guys Legal to access my credit report to confirm the lenders I held car finance with and substantiate my claims.
- I authorise the Lender to accept any signatures on documents sent by The Claims Guys Legal, which have been obtained electronically.
- I further authorise The Claims Guys Legal to raise an information request to the Lender, by way of a Subject Access Request pursuant to Article 15 of the retained Regulation (EU) 2016/679 (UK GDPR), where necessary to substantiate my claim and/or to request information about add-on products financed under my credit agreement with the Lender.
- I authorise the Lender to issue all communications and information relating to any Claim and/or Subject Access Request to The Claims Guys Legal.
- I authorise the payment of any redress due to me to be made directly to The Claims Guys Legal.

**SIGN  
HERE:**

**DATE OF  
SIGNATURE:**

## Professional representatives – customer declaration form

To be completed by your customer:

<b>Name</b>	
<b>Name (joint complainant)</b>	
<b>The business you're complaining about</b>	

Before the Financial Ombudsman Service can look into your complaint, you need to agree to this declaration. By signing below, you are agreeing to it.

*"I would like the Financial Ombudsman Service to look into my complaint. I confirm to the best of my knowledge everything I have told you is correct."*

<b>Signature</b>	
<b>Today's date</b>	

<b>Signature (joint complainant)</b>	
<b>Today's date</b>	

If you're complaining on behalf of a business, charity or trust, please provide your job title:

<b>Job title</b>	
<b>Job title (joint complainant)</b>	

For complaints involving accounts or policies held jointly, we usually need each person to provide their names above – and we may share details about the complaint with both complainants. Please tell your representative to let us know if there's any reason this might be a problem for you.

If more than two people are bringing the complaint, please complete additional declaration forms as needed.

You can find a copy of our privacy notice at:

<https://www.financial-ombudsman.org.uk/privacy-policy/consumer-privacy-notice>

Additionally, for customers unable to access a copy of our privacy notice online, please find it attached below.

## Complainant privacy notice

This privacy notice summarises what to expect us to do with your personal information when you contact us or bring a complaint to our service. A more detailed version of this privacy notice is available on our website.

### About us

The Financial Ombudsman Service is a free and easy-to-use service that settles complaints between complainants and businesses that provide financial services. You can contact us [here](#).

**We use your personal information to investigate and resolve individual complaints and prevent unfairness. We also analyse complaints data to make our services and processes more effective for you and others. More detail is set out in the ‘Why we process your personal information’ section.**

### The personal information we use

Personal information means information that is about an individual or can identify them in some way. The amount and type of personal information we process varies depending on the individual circumstances of the complaint and why we are processing personal information. Examples of the type of information we process are your name, date of birth, financial details, phone recordings and special category data, such as health information.

### How we collect personal data

We have a range of channels that individuals can use to get in contact with us. Generally, we receive personal information from the individual directly, their representative or from the financial business the complaint is against. But sometimes, where it is necessary for resolving a complaint or fulfilling our legal functions, we may also gather information from other individuals or organisations, such as a loss adjuster hired by an insurance company, a medical expert or a credit reference agency.

### Why we process personal information

We primarily collect and process personal information to investigate and resolve individual complaints brought to our service and respond to enquiries and redirect individuals to the correct organisation if necessary. In addition to this we also process personal data in the following way:

- Prevent complaints and unfairness
- Improve the effectiveness of our service and processes
- Meeting your needs and making adjustments
- Work with the regulator and other bodies
- Dealing with contact you may make with us through social media
- Complying with a legal duty.

We have a legal obligation to publish final decisions made by our ombudsmen. These are published on our website. We remove the name of the person making the complaint as well as any other personal information that would be likely to identify them.

We conduct regular surveys to understand your views on the service we have provided to you. You can let your Investigator know at any time if you do not want us to contact you for our surveys.

## **Who we share personal information with?**

We will not share your information with anyone for the purpose of direct marketing. We will not sell your data.

When an enquiry is brought to us, we need to contact the financial business and make them aware that an enquiry has been received and ask them what has happened so far. The personal details of the complainant, any representative and details of the complaint are shared during this initial process.

In order to investigate a complaint, we need to share information with both parties of the complaint to get both sides of the story. Sometimes, depending on the nature of the complaint, we may also need to share relevant information with other individuals or organisations, for example: another financial business, medical experts or credit reference agencies.

If you have a complaint about the standard of service we've provided to you, and we've not been able to resolve this, you can ask the Independent Assessor to investigate this complaint. We will pass on relevant details to the Independent Assessor so that they can investigate and respond to your service complaint.

## **Lawful bases for processing personal information**

The law on data protection sets out a number of different reasons for which an organisation may collect and process your personal information.

Our lawful basis for processing personal information will usually be because it's necessary for our statutory function, a reason of substantial public interest or compliance with our legal obligations. On those occasions where we are not relying on any of the above, we will ensure that a suitable alternative lawful basis is used, which is likely to be where the processing is in our legitimate interests.

## **Where your data is processed and stored**

We store your personal information in the UK or the European Union (EU). Our technical support teams in India may process your information to provide technical advice and assistance.

Where we allow access to your information from countries outside the UK, we ensure that we comply with all our data protection obligations.

## **How we store personal information and for how long**

We know that data security is important to us all. When we receive personal information, we take steps to ensure that it is stored securely, both physically and electronically, in accordance with the internal policies that we have in place for the effective and secure processing of your personal information. We will keep your case file for 6 years after your case closes (or 3 years if we did not go on to fully investigate your case or if we transferred your case to another organisation). Paper documents sent by post are destroyed 6 months after the date they are scanned into our system. More information is in Annex A [here](#).

## **What are your rights over your personal information?**

Under data protection law, you have rights we need to make you aware of. The rights available to you depend on our reason for processing your information. Details of each of these rights are set out in Annex B [here](#).

## **What to do if you're unhappy with how we've handled your personal information**

If you have any questions about this notice or are concerned about how we are processing your personal data, you can contact our Data Protection Officer at:

[data.protection@financial-ombudsman.org.uk](mailto:data.protection@financial-ombudsman.org.uk). Details of how to raise a complaint are available [here](#).

We hope we'll be able to resolve your concerns, but if you still remain unhappy with our response, you can contact the Information Commissioner's Office at [casework@ico.org.uk](mailto:casework@ico.org.uk) or 01625 545 745.

## **Changes to this privacy notice**

We may change this privacy policy. In that case, the 'last updated' date at the bottom of this page will also change. Any changes to this privacy policy will apply to you and your data immediately.

Last updated February 2022

# CANCELLATION FORM

## CREDIT PRODUCT CLAIMS

### RIGHT TO CANCEL

**Cooling-Off Period:** You have the right to cancel your Claim(s) free of charge within the 14 days following the date that you provide your signature to us without giving any reason.

If you cancel your Claim(s) within the Cooling-Off Period, then you will owe us (The Claims Guys Legal) nothing, unless your lender has made an offer of Compensation within this period. In this case, we shall be entitled to charge you the Success Fee as outlined in the Terms of Engagement.

If you request to cancel your Claim(s) outside the Cooling-Off Period, our Agreement will remain in effect, and our Success Fee will remain payable for any offer of Compensation that has been made by your lender up to the date of your cancellation, or that is made by your lender after your cancellation.

Please refer to our Terms of Engagement for full details of our cancellation procedures and our Success Fee. Copies of the Terms of Engagement can be requested by sending an email to the email address at the bottom of this Form.

**The Claims Guys Legal, PO BOX 563, Unit 2 Tally Close, Manchester, M28 8HG**  
I hereby give notice of my intention to cancel my contract for the supply of services provided by The Claims Guys Legal as set out in the Terms of Engagement provided to me.

**Name of Claimant:**

**Address of Claimant:**

**Claim Reference(s):**

*(Please give the Claim Reference(s) of the Claim(s) you wish to cancel/terminate)*

**Signature of Claimant:**

**Date:**

To exercise the right to cancel, you must inform us of your decision to cancel your Claim(s) in a clear statement:

- **BY LETTER** or using this Form and posting it to: The Claims Guys Legal, PO BOX 563, Unit 2 Tally Close, Manchester, M28 8HG
- **BY EMAIL:** [cancellation@theclaimsguyslegal.com](mailto:cancellation@theclaimsguyslegal.com)