



# Terms of Engagement

*For Your records*

## DEFINITIONS

**You should read this Agreement carefully before signing**

**"Claim" or "Claims"** refers to any complaint or right of action you may have or have made against a third party concerning the mis-selling of Financial Product or any violation of laws relating to that product.

**"Data Protection Legislation"** means the applicable laws on data privacy and protection in the UK, including the Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR).

**"FCA"** means the Financial Conduct Authority.

**"Fee" or "Fees"** refers to the charges you are required to pay us, as detailed in these Terms of Engagement.

**"Financial Product"** include personal contract purchase agreements (PCPs), hire purchase, vehicle finance agreements, high-cost short-term credit (e.g. payday loans), other types of credit agreements (such as loans or credit cards), any undisclosed commission Financial Products, and/or breaches of the Consumer Credit Act 1974 (as amended).

**"FOS"** means the Financial Ombudsman Service.

**"FSCS"** means the Financial Services Compensation Scheme.

**"Gross Amount"** is the full sum of any redress offered before any deductions, including tax, our fees, or any reductions due to outstanding debt or arrears.

**"Letter of Authority"** means the document signed by you that authorises us to act on your behalf in dealing with the third party and accessing information relevant to your claim(s).

**"Personal Data"** refers to any information that identifies, or could identify, an individual, such as a name, ID number, location, or online identifier.

**"Redress"** means any payment, benefit, refund, discount, interest, capital recovery, goodwill gesture, reduction of outstanding debt, or redress you receive as a result of our work on your claim. If a higher amount is offered following an appeal, that revised sum will be used to calculate the redress.

**"Services"** refers to the activities we undertake for you in relation to your claim, as outlined in clause 2 of this agreement.

**"Third Party"** means the business or person the claim is made against, including banks, consumer or business lenders, brokers, financial advisers, or any other individual or organisation that sold or advised you on the Financial Product.

**"Reclaim My Money", "We", "Us", or "Our"** refers to Reclaim My Money Limited.

**"You" or "Your"** refers to the client(s) whose details are included in the signed Letter of Authority.

## 1. WHO IS RECLAIM MY MONEY LIMITED?

- Reclaim My Money Limited is a claims management company registered in England & Wales under company registration number 12838621 whose registered office address is 85 Gresham Street, London, EC2V 7NQ.
- Reclaim My Money Limited is authorised and regulated by the FCA with firm registration number FRN: 934965. These details can be confirmed by visiting the [Financial Services Register](#).



## 2. WHAT WILL RECLAIM MY MONEY LIMITED DO FOR YOU?

- Upon receipt of Your signed Agreement and Letter of Authority We will investigate all potential vehicle finance Claims We identify during Our investigation, falling within the above 'Financial Product' definition.
- We will complete an initial assessment of previous finance agreements You have previously held, by completing a soft credit check on Your credit file.
- To assist Us in Our investigation in establishing whether You have had vehicle finance and whether the vehicle finance was mis-sold to You. We will request a DSAR (Data Subject Access Request) from the Third Party. (The DSAR request will inform Us of any information the Third Party holds on Your behalf including: personal details, finance agreements & payment history.)
- To assist in Our investigation, We may also obtain information on Your agreements under section 77 of the Consumer Credit Act 1974.
- We will complete a thorough investigation into all of Your previous vehicle finance agreements, establishing if You were mis-sold, including estimated amount of loss.
- We will assess the likelihood of Your Claim being successful and provide Our claims management advice on Your Claim. If We believe You do not have the basis of a successful Claim, We will inform You that We cannot pursue Your Claim.
- If We believe We have sufficient grounds for a successful Claim, We will accept Your Claim and prepare a letter of Complaint, which We will submit on your behalf to the Third Party.
- We will enter into correspondence and consultations with the Third Party in pursuit of Your Claim for Redress - currently there is a pause in motor finance complaints until 4th Dec 2025, due to this there could be a delay in correspondence from the Third Party.
- If the Third Party requests additional information or documentation regarding Your Claim, We will notify You immediately requesting this information, once We will assess prior to forwarding to the Third Party.
- Pursue the Third party in the event of non-correspondence/non-response from them, including keeping You updated to the steps We have taken.
- On receiving the final response from the Third Party, ensure the Third Party has responded to all complaints raised in the letter of complaint.
- We will provide You with regular updates on the developments of Your Claim, (every 6 months or as and when We receive new information) by phone, post, email and SMS regarding the progress of Your Claim.
- We will inform You in writing if We receive an offer of Redress made by the Third Party and provide advice regarding whether You should accept/decline the offer (all offers must be in line with the rules of the FCA or principles used by the FOS/FSCS where relevant).
- If Your Claim is rejected by the Third Party and We believe there is a good chance of success, We may seek Your agreement to refer the claim to the FOS for a final decision.
- We will always act in Your best interests when pursuing Your Claim and achieving for You the best result realistically obtainable.
- If You accept the Redress offer from the Third Party, the Third Party will transfer the Redress payment to Our designated client account. We will then process the payment based upon the Gross Amount of any Redress within 2 business days of receiving the payment and pay Your Redress by BACS, net of Our Fees (including VAT).



### 3. WHAT WON'T RECLAIM MY MONEY LIMITED DO FOR YOU?

- Guarantee to win a Claim We accept and pursue.
- Give/offer You financial advice or legal advice.
- Pursue a Claim that in Our opinion has no realistic chance of success, and We reserve the right to cancel this Agreement if We form this opinion.
- Tell You to accept an offer We consider to be insufficient or to reject an offer We consider adequate. We reserve the right to cancel this agreement if You decide to accept an offer of Redress, We consider insufficient or to reject an offer We deem to be adequate.
- Accept an offer of Redress on Your behalf without Your agreement.
- Take Your case to court (although We will inform You if We think You should).
- We will not represent You in any civil litigation matter with regards to your vehicle finance Claim
- Coach You to answer any questions.
- We need You to tell Us if You have ever been declared bankrupt, are subject to a bankruptcy petition, are subject to or have ever been subject to an individual voluntary arrangement, have proposed and an individual voluntary arrangement which is yet to be approved or rejected by creditors or are subject to or have ever been subject to a debt relief order. It's also vital that You let Us know if You have any outstanding liabilities with the Third Party. This is important information because any Redress paid to You by the Third Party may be offset against any outstanding debts. If this happens and You haven't made Us aware of this information, then Our Fees may still be payable.

### 4. WHAT DO WE REQUIRE YOU TO DO?

- Provide Us with consent to apply Your signature to all Letters of Authority for each potential Claim to each Third Party.
- Provide all documentation in Your possession which relate to this Claim, including copies of Your driving license, passport, suitability report, finance agreements and all other documentation requested.
- Provide all relevant information/documentation We may request without delay, to enable Us to pursue Your Claim efficiently.
- Provide Us with clear instructions, cooperate fully, provide accurate information on time, respond promptly, attend required meetings or calls, and avoid actions that could harm the claim without prior consent.
- Notify Us immediately if You become aware of a change in circumstances that could affect the Claim outcome. This includes arrears, default notices, County Court Judgements or bankruptcy claims.
- Fully co-operate with Us at all times.
- Not to mislead Us in any way, provide false answers to questions or ask Us to act in an improper or unreasonable way.
- Contact Us immediately if You receive offer of payment/Redress from the Third Party.
- Provide Us with the sole and exclusive authority to process Your Claim for the duration of the contract - this means You cannot appoint another CMC/agent (including Yourself) to act on Your behalf in respect of this Claim, unless after cancellation/termination of contract in accordance with section 7.



- Pass information regarding Your Claim to another claims management company / solicitors firm.
- Provide Us with true information, which is truthful and accurate, including information relating to Your financial circumstances.
- Inform Us promptly if You have any outstanding liabilities with the Third Party.
- Inform Us promptly if You have ever been declared bankrupt or are subject to a bankruptcy petition or an Individual Voluntary Arrangement (IVA) or a Debt Relief Order (DRO) or a debt management plan.

**This is important information because any Redress paid to You by the Third Party may be off-set against any outstanding debts. If this happens and You haven't made Us aware of this information, then Our Fees may still be payable.**

## 5. OUR FEES

- If Your Claim is unsuccessful, there will be no Fee to pay Us.
- The payable figure is before any offset of outstanding debts/tax (Gross Figure).
- The Fee illustration is not an estimate of how much money We will recover for You, and Our Fee could be more/less of the Fee illustration.
- If You Were referred to Our firm, We may pay a referral Fee to the introducer.
- If You have any arrears or outstanding debt left on Your finance agreement with the Third Party or are subject to an IVA/DRO/CCJ/ Bankruptcy/Sequestration. The Third Party You owe money to may use Your Redress to pay the debt before making payment, in this scenario You are still required to pay Our Fees.
- We reserve the right to charge a full Fee in the event You reject an offer of Redress that We recommend or an offer that is calculated in accordance with the rules of the FCA, FOS OR FSCS.
- Our Fee will be payable in line with this Agreement in the event of an automatic Redress scheme or a similar scheme implemented by the Third Party of the FCA, and You receive Redress under such a scheme.
- If a Claim is successful and Redress is awarded, We will charge You between 15% plus VAT (18% in total) and 30% plus VAT (36% in total) of the total value of each successful Claim if more than one. The amount We charge will depend on the amount of Redress You receive as set out in the FCA's Fee cap for claims management companies as set out in the table below:

Band	Compensation received from Lender		Our Fee % (Including VAT)	Max total Fee payable (Including VAT)
	Lower (£)	Upper (£)		
1	£1	£1,499	36%	£504
2	£1,500	£9,999	33.6%	£3,000
3	£10,000	£24,999	30%	£6,000
4	£25,000	£49,999	24%	£9,000
5	£50,000	N/A	18%	£12,000



- For example, if You receive Redress of £1,000 from the Third Party, Our Fee will be £360 including VAT. If You receive Redress of £3,000, Our Fee will be £1,008 including VAT. If You receive Redress, of £10,000 Our Fee will be £3,000 including VAT. If You receive Redress of £25,000, Our Fee will be £6,000 including VAT. If You receive Redress of £50,000, Our Fee will be £9,000 including VAT.
- **Note:** Total Redress means the Gross Amount of compensation. Payment of Your Redress will be by bank transfer, after the deduction of Our Fees. Once the Third Party offers Redress, You will be contacted with the details for Your acceptance of the Redress offered. After Your acceptance, You will then be provided with an itemised bill containing the work Reclaim My Money Limited has done on Your Claim, as well as the calculation of Our Fees.

## 6. PAYMENT OF INVOICE

- The Third Party will send the Redress payment to Our designated client account. We will then process the payment within 2 business days of receiving the payment and pay Your Redress by bank transfer, cheque or card net of Our Fees (including VAT).
- In the event the Third Party sends the Redress payment to You direct, We will invoice You and You must then pay Our invoice within 14 days of receipt of the invoice: You must notify Us immediately of receipt of such payment by calling Us on +44 (0) 203 337 2888.
- Payment should be made by bank transfer, cheque, or card. To pay by card, please call Us on +44 (0) 203 337 2888.
- Non-payment of Our Fees may result in a debt recovery, which may lead to a County Court Judgment or similar, which will negatively affect Your credit file.
- We reserve the right to charge You for any reasonable costs incurred in recovering Our Fee from You.
- You consent to Us receiving and holding any Redress money related to Your vehicle finance Claim in accordance with the FCA CASS 13 client money rules.

## 7. CANCELLING/TERMINATING THIS AGREEMENT

- You have the right to cancel this Agreement within 14 days without charge. The cooling off period will expire after 14 days of You signing Our Letter of Authority.
- Cancellation of this Agreement must be sent in writing to: Reclaim My Money Limited, 85 Gresham Street, London, EC2V 7NQ or You can email at: [contactus@reclaimmymoney.co.uk](mailto:contactus@reclaimmymoney.co.uk).
- We can terminate this Agreement at any time in accordance with section 8 below. There will be no Fee payable if we tell You Your Claim is unlikely to succeed, and You have fulfilled Your obligations. (As laid out in section 4 of this Agreement)
- You have the right to terminate this Agreement after 14 days, before an offer of Redress from the Third Party. However, we reserve the right to charge a reasonable Fee for work completed. The amount of this Fee will depend on the stage your claim has progressed to within our internal claims process, prior to Your termination. We will charge a termination Fee of £55 + VAT per claim stage, up to a maximum Fee of £165 + VAT, a flat fee of £30 + VAT applies to each additional claim submitted by the same individual beyond their first claim.
- Termination of this Agreement must be given in writing and sent to: Reclaim My Money Limited, 85 Gresham Street, London, EC2V 7NQ or You can email at: [contactus@reclaimmymoney.co.uk](mailto:contactus@reclaimmymoney.co.uk).
- We will provide You with an itemised bill that sets out all of the work We have carried out on Your behalf and confirms the amount of termination Fees due.
- If You have received an acceptance of liability or an offer of Redress from the Third Party which is in accordance with the FCA, FSCS and FOS guidance the full Fee as stated in section 5 will be due.



## 8. IF WE TERMINATE THIS AGREEMENT

We can terminate this Agreement under the following conditions:

- If You provide false/misleading information in support of Your Claim, and this information affects the chances of success or Your Claim.
- You fail to respond to Our requests for information in a way which prevents Us from pursuing Your Claim, in accordance with section 4 above.
- We believe the Claim is fraudulent.
- If We become aware of bankruptcy or IVA that You had not previously informed Us of.
- If We terminate this Agreement for the above reasons, We reserve the right to charge a reasonable Fee for the time spent on Your Claim at the rate detailed above in section 7.

## 9. THE LENGTH OF THIS AGREEMENT

The Agreement will start when You sign Our Letter of Authority and will continue until: (unless we terminate earlier according to section 8 above)

- You or We terminate in accordance with section 7 and section 8 above.
- You have received Your Redress and have paid Our Fees for all Claims We are processing on Your behalf.
- Your Claim is rejected by the Third Party, and there is no chance of success if pursued further by Our firm.
- This Agreement applies to each Letter of Authority for each Claim We pursue on Your behalf.
- If a Letter of Authority relates to more than one Claim with a Third Party, each Claim will be treated as individual, and we will charge our Fees for each separate Claim (We will inform You if there is more than one Claim with a Third Party).

## 10. RISKS TO YOU

You should be aware that You have the following risks:

- You will not receive Redress in the event of an unsuccessful Claim.
- There is a possibility of You paying Our Fees in the event of a successful Claim, but not receiving Redress due to debt owed to the Third Party.
- There is a possibility of You paying Our Fees in the event of a successful Claim but not receiving Redress due to being subject to an IVA/DRO/CCJ/bankruptcy petition.
- Termination or cancelling this agreement under section 7 or section 8 above.



## 11. COMPLAINTS PROCEDURE

- Should You have a complaint submit to Us by writing to The Complaints Department, Reclaim My Money Limited, 85 Gresham Street, London, EC2V 7NQ by phoning Us on +44 (0)20 3337 2888 or emailing Us at [complaints@reclaimmymoney.co.uk](mailto:complaints@reclaimmymoney.co.uk).
- We will send a written acknowledgment of the complaint and a copy of Our complaint's procedure within 3 business days of the complaint.
- If We do not resolve Your complaint within 8 weeks or You are not satisfied with Our response, You can refer this to the Claims Management Ombudsman, on the following address: Exchange Tower, Harbour Exchange, London, E14 9SR.

## 12. DATA PROTECTION

- We will hold, control and process Your Personal Data in accordance with the Data Protection Act 2018. By providing Your Personal Data to Us, You explicitly authorise Us to process the information for the purposes set out in this paragraph.
- You can, at any time, request a copy of all information We hold relating to You by writing to Us (a written Data Subject Access Request in accordance with the Data Protection Act/UK GDPR).
- We will use the Personal Data You provide to assess Your Claim and carry out Our duties in accordance with this Agreement.
- We may share Your Personal Data with other companies if necessary, during the processing of Your Claim for Redress, or any financial matters We believe may be of assistance to You.
- Your Personal Data may also be processed by other organisations on Our behalf for the purpose of processing Your Claim(s) and providing information or Services to You in relation to this Agreement. The use of Your Personal Data for these purposes will remain under Our control at all times.
- You give Us authority to use Your Personal Data for the purposes of providing You with products, Services and for direct marketing, If You consent to it or You consent via legitimate interest.
- Please view [Our Privacy Policy](#) for full details of how We process Your Personal Data.
- We may disclose Your information to Our partners, associates, agents or subcontractors and to possible successors to Our business.

## 13. OTHER WAYS TO CLAIM

- You are entitled to seek further advice in relation to You Claim and to consider what Services might be most appropriate regarding Your Claim for Redress.
- You don't have to use a claims management company to make a Claim. You have the right to shop around, or You can make a Claim direct to Your lender or the FOS for free. For more information on their Services, visit the [FOS website](#).

# Reclaim My Money.



+44 (0)20 3337 2888



enquiries@reclaimmymoney.co.uk



reclaimmymoney.co.uk

## 14. OTHER IMPORTANT TERMS

- These Terms of Engagement have been in force since receipt by You.
- I/We have read the Letter of Authority and the Terms of Engagement and agree to be bound by their contents. A copy of the Terms of Engagement can be found [Our website](#). Please keep this document safe, as this is Your Agreement between You and Us.
- In the event Reclaim My Money Limited ceases regulated activities for any reason, or for other commercial reasons, the company reserves the right to assign or transfer this Agreement or its rights and obligations to a regulated Third Party firm for the basis of processing Your ongoing Claim. In the event of a transfer, We will inform You within 14 days in writing.
- This Agreement will be binding upon You and Reclaim My Money Limited and solely for the benefit of the above parties and their respective successors and no other person shall acquire or have any right here under or by virtue hereof.
- We reserve the right to amend, modify or vary the terms of this agreement.
- This Agreement is governed by the laws of England and Wales.



**This Letter of Authority forms part of my agreement with Reclaim My Money Limited. It has been signed electronically and is intended to have the same legal effect as a handwritten signature.**

**I confirm that a photocopy or electronic version of this Letter of Authority shall carry the same legal validity as the original.**

## Letter of Authority

**Title, Name & Surname**

**Telephone**

**Date of Birth (DD / MM / YY)**

**Email**

**Current Address**

### **AUTHORISATION TO RECLAIM MY MONEY LIMITED**

I hereby authorise Reclaim My Money Limited to act on my behalf in respect of all claims for redress for mis-sold car finance with your firm.

### **INSTRUCTIONS OF AUTHORITY TO THIRD PARTY**

This authority applies to all accounts and credit agreements I currently hold, or have previously held, with your firm. It supersedes any previous letter of authority you may have on file from me. I also authorise this authority to extend to all outstanding claims you are currently processing on my behalf.

I hereby authorise you to correspond exclusively with Reclaim My Money Limited regarding my complaint against your firm, as defined in the Dispute Resolution: Complaints handbook (DISP) of the Financial Conduct Authority (FCA). This complaint relates to the potential mis-selling of my vehicle finance agreement(s) and any associated motor finance commission payments. This authority applies to all accounts and agreements I have held with your firm, both past and present.

### **I instruct you to provide Reclaim My Money Limited with the following:**

- I authorise you to disclose to Reclaim My Money the account numbers for all accounts I currently hold, or have previously held, with your firm.
- I authorise you to provide Reclaim My Money with any additional information it may request at any stage, including but not limited to details of the commission model applied at the beginning of my vehicle finance agreement(s)
- I authorise Reclaim My Money to submit a Data Subject Access Request (DSAR) under the UK General Data Protection Regulation and the Data

Protection Act 2018 to obtain all personal data and documentation you hold about me and my accounts. I expect this information to

- be provided to Reclaim My Money within 30 calendar days of such a request being received.
- I authorise Reclaim My Money to make a request on my behalf under Section 77 of the Consumer Credit Act 1974 to obtain information such as a copy of my credit agreement and a statement of account. I expect this information to be provided to Reclaim My Money Limited within 30 calendar days of such a request being received.
- I appoint Reclaim My Money as my sole representative for the purpose of submitting and managing these requests on my behalf.
- In the event that Reclaim My Money does not receive (i) a response to the Data Subject Access Request within 30 calendar days of submission;
- (ii) a complaint outcome within the timeframe specified by the Financial Conduct Authority in DISP; or (iii) a satisfactory resolution to my complaint, Reclaim My Money may be authorised to escalate the matter by submitting a formal complaint to the Financial Ombudsman Service on my behalf.
- If it is necessary to contact a third party to progress my request, I hereby authorise and provide my consent for that third party to disclose any required information to both you and Reclaim My Money.
- I authorise you to ensure that all correspondence and any payments are directed to Reclaim My Money, who will forward them to me accordingly.

**Date**

**Sign here (Signature)**

**Tick the box here if you agree and understand our terms and conditions.**



## Alternative steps to make a Claim

Whilst often consumers wish to engage the services of expert claims management companies to assist them in making a claim, utilising professional knowledge and saving themselves time, our regulator requires us to ensure that you are aware of the alternative steps to pursue a claim without using a claims management company.

You can make a direct claim to the Third Party or FOS for free, and you may seek further advice or other assistance outside of our firm.

**I confirm that I am aware that I can make a claim directly for free to the third party or to the FOS or the FSCS.**

**I confirm that I do not wish to make a claim directly myself and wish to intrust Reclaim My Money Limited to process my claim for the following reasons:**

### PLEASE TICK THE APPROPRIATE ANSWER:

I do not have the time

I would prefer professional help

As part of the claims process it is important that you answer the below as accurately as possible as it could result in you having to pay our fees from your own money in the event of a successful claim. If you do not know the answer to the below questions, please check.

### PLEASE TICK IF ANY OF THE BELOW ARE RELEVANT TO YOU:

Bankruptcy / bankruptcy order

Arrears or debt owed to the finance provider

DRO

IVA

Have you been subject to any other process or arrangement similar to any of the above including having assets revoked?

Sign here (Signature)

By ticking this box, you confirm you understand the above.