

AGREEMENT



ABOUT US

1. Compensation Adviser offers a claims management service providing advice, investigation and representation in relation to financial services and financial product claims. We examine the advice and service provided to you, assess if you were incorrectly advised about the product and service and pursue the claim on your behalf.
2. Compensation Adviser is a trading name of Pension Claim Consulting Limited which is registered in England and Wales under registered number 09626782. Our registered office is at 3 Stokes House, Stubley Lane, Dronfield, S18 1PG. Pension Claim Consulting Limited is regulated by the Financial Conduct Authority in respect of regulated claims management activities under authorisation number FRN 829766.

YOUR OPTIONS

3. It is important to understand that you are not required to use our services to pursue your claim.
4. It is possible for you to present the claim for free, either to the firm or individual against whom you wish to complain, or to the Financial Ombudsman Service (FOS), the Pension Ombudsman Service (POS) or the Financial Services Compensation Scheme (FSCS).
5. You are entitled to seek further advice, or shop around, to consider the most appropriate service for your needs and circumstances (subject to any time limits within which a claim must be made).

OUR SERVICE

6. We will carry out an initial assessment based upon the information you provide in our "fact-find" document and consider if the claim has basis and merit before pursuing this with the relevant firm or individual.
7. We will not make or pursue a claim, or advise you to make or pursue a claim, if we know or have reasonable grounds to suspect that the claim does not have a good arguable basis, is fraudulent or is frivolous.
8. If you instruct us to pursue your claim, it is necessary that we contact the firm or financial adviser/agent, any 3rd parties involved, and the financial provider on your behalf to obtain relevant information and documentation to investigate your complaint.
9. Once we have received all relevant information and documentation, we will review and carry out our investigation on your case. We will advise you in writing of our findings, suggested next steps and proposed approach to your claim. Typical approaches we may consider taking are as follows:
 - 9a. If we believe that you were wrongly advised and the firm or individual who provided the advice is currently authorised and regulated by the Financial Conduct Authority, we will submit a letter of complaint to the firm or individual. If we are dissatisfied with the response received to the complaint, we will refer the complaint to the Financial Ombudsman Service or the Pension Ombudsman Service.
 - 9b. If the firm or individual that provided you with advice is no longer authorised by the Financial Conduct Authority and we believe that you were wrongly advised and have the evidence to support this, your claim may be eligible to be submitted to the Financial Services Compensation Scheme.
10. We will chase responses and keep you promptly updated on material developments on your claim. We will keep you regularly updated by telephone, email or post either fortnightly, monthly or quarterly, depending on the type and current status of your claim. We will also consult with you before taking any steps in relation to your claim.
11. If we are successful and an offer of compensation is made, we will assess this offer, benchmark it against any available and relevant industry guidelines in respect of compensation payments (including guidelines published by the Financial Conduct Authority and/or the FOS (the Guidelines)) and provide you with a recommendation as to whether to accept or reject the offer.
12. We will then provide you with an invoice for our services based on our success fee.

13. Where your claim is rejected, we will assess the rejection and advise you of our assessment. If we feel this is the best course of action, we may recommend referring the claim to a statutory ombudsman or making an appeal.
14. If the claim is successful after initially being rejected, we will then provide you with an invoice for our services based on our success fee.
15. If the claim is rejected and we believe it is the best course of action to accept the rejection, then the claim is unsuccessful and you will not have to pay our fees.

YOUR OBLIGATIONS

16. We will provide you with relevant letters of authority to sign. These allow us to request relevant information to support your claim from the firm or financial adviser/agent, financial providers where you have had dealings with previously.
17. You must ensure that you always supply truthful, complete and accurate information to us.
18. You must forward any correspondence which you receive regarding your claim to us and you must provide us with any and all information and documents which are relevant to your claim. We may rely upon the responses and documentation you provide to assist us with our assessment of your claim and the best way to pursue it.
19. You must reply to any requests for further information and documents in a timely manner and with as much detail as possible.
20. You must promptly pay our fees upon receipt of your compensation.

OUR SUCCESS FEE

21. If we are unsuccessful in securing an offer of compensation for you, you will not have to pay any fee.
22. Our success fee is calculated as 15% (plus VAT) of the gross compensation offered to you in settlement of your claim. The maximum success fee we will charge is £7,500 (plus VAT), this means you will never pay more than £7,500 (plus VAT) under this agreement.
23. Typical examples of how our success fee will be calculated is set out within each band against five illustrative compensation amounts as follows:
 - £1,000 our success fee would be £150 (£180 including VAT)
 - £10,000 our success fee would be £1,500 (£1,800 including VAT)
 - £20,000 our success fee would be £3,000 (£3,600 including VAT)
 - £40,000 our success fee would be £6,000 (£7,200 including VAT)
 - £85,000 our success fee would be £12,750 (£15,300 including VAT)

The standardised figures used above are for cost illustration purposes only and are not to be taken as an estimate of the amount likely to be recovered for you. The fee you will have to pay may be more, or less, than the illustration shown above but no more than £7,500 + VAT.

HOW WE CHARGE OUR SUCCESS FEE

24. You should be aware that compensation means financial benefit, which you receive as a result of our service whether this is attributed to your pension fund or paid to you in cash.
25. If an offer of compensation is made, we will assess this offer and provide you with a recommendation as to whether to accept it or not. Where your claim is rejected, we will assess the reasons behind the rejection and advise you on the merits of escalating the claim and, where appropriate, represent you in escalating your claim.
26. If we recommend that you accept the offer of compensation, our success fee will become payable whether you decide to accept or reject the offer.

For example, if you receive an offer of £3,000 and we recommend that you accept that offer but you disagree, and as a result you do not receive any compensation, we will charge you £450 (plus VAT), which you will be liable to pay to us due to work undertaken under this agreement.
27. If we recommend that you reject the offer of compensation, and you agree with this, we will attempt to re-negotiate an alternative offer of compensation for you. Our success fee will then be payable should you receive an alternative offer which we recommend that you accept.

28. If you disagree with our recommendation to reject the offer of compensation, and you decide to accept the offer, our success fee becomes due.

The figures used in this example are not to be taken as an estimate of the amount likely to be recovered for you. The fee you will have to pay may be more, or less, than shown above.

HOW OUR FEE IS PAID

29. Our fee is calculated on the gross amount of compensation awarded. The amount of compensation you receive will be less than the amount awarded following payment of our success fee.
30. In the event compensation is paid to our Client Account, we will send you the compensation less our fees within two (2) working days of receipt of the cleared funds.
31. By signing this agreement, you provide us with consent to deduct our fees prior to onward transmission of compensation to you.
32. If the compensation is paid directly to you, or your pension scheme, we will send you an invoice for our success fee. This invoice will become payable within 14 days of you, or your pension scheme, receiving the compensation offered.
33. You should be aware that where any compensation is paid into your pension scheme, our success fee must be paid through alternative means available to you.
34. If any success fee remains outstanding after 14 days of the date you received the compensation, or 14 days after receiving our invoice, we reserve the right to refer to third parties to pursue you for payment on our behalf.
35. You should be aware that the debt recovery process may incur additional costs payable by you and charged as at the date of the referral.

RISKS

36. It is important for you to understand if you, whether in Great Britain or in another jurisdiction:
- have been declared bankrupt
 - are subject to a bankruptcy petition
 - are subject to an individual voluntary arrangement (IVA)
 - have proposed an individual voluntary arrangement (IVA) which is yet to be approved or rejected by creditors
 - are subject to a debt relief order
 - are subject to any other similar process or arrangement to those listed above, including but not limited to temporary possession of your property until you have paid money that is owed or until you obey a court order

If any of the above apply, any compensation awarded might, in certain circumstances, be off-set against your outstanding debts, and you will, where necessary, be required to pay our fees from funds that are not subject to any of the above.

37. It is possible that our success fee may become payable before you have access to your pension, and you may still be liable to pay our success from your own funds.

CANCELLATION

38. If you decide that you do not want to proceed with our services at any time you can cancel this agreement by post, telephone, email or using our Cancellation Form.
39. If you cancel during the 14-day cooling off period from the date you signed this agreement you will not have to pay any fee to us.
40. If you cancel our agreement after the 14-day cooling off period, our cancellation fees may apply. We reserve the right to charge £75 (plus VAT) per hour for the work we have carried out up to the point of cancellation.
41. If you cancel on, or after, an offer of compensation has been made, our cancellation fee is our success fee capped at £7,500 (plus VAT) and calculated at 15% (plus VAT) of the gross amount of the offer of compensation awarded to the claim.
42. We reserve the right to cancel this agreement should you materially breach any of your obligations, or fail to rectify your breach within 28 days of us informing you of such (which we will attempt to do by both telephone and post). In such instances we reserve the right to apply our cancellation fees, after the 14-day cooling off period.
43. Our cancellation fee is payable within 14 days from the date of cancellation.

OTHER IMPORTANT INFORMATION

44. Where you have been introduced to Compensation Adviser by a third party we will disclose to you, on receipt of the signed agreement, any referral fee or financial arrangement paid by Compensation Adviser to any other person in respect of your introduction to Compensation Adviser.
45. The provisions of the Contract (Rights of Third Parties) Act 1999 are excluded from this agreement, which means that only you, and we, have any rights under this contract. However, we can assign our rights and responsibilities in this contract, provided that the person we assign it to agrees to provide the same services to you in accordance with this contract. We will write to you before any assignment is made to ensure that you are aware that this is happening. You have the option to cancel your contract without charge in these circumstances.
46. Our service does not include progressing any matter to civil court proceedings, although you should be aware that this is an option that you are entitled to pursue in the recovery of compensation should the pursuit of a claim with us be unsuccessful.

COMPLAINTS

47. We hope that you will be very pleased with the service we provide, but in the unlikely event that you have a complaint please ask for a copy of our complaint procedure.
48. Should you wish to raise a complaint, or have any other concerns with regards to the service we have provided, or are providing to you, you may submit a complaint in writing, by e-mail or by telephone.
49. If you wish to register a complaint our contact details are:

Complaints Department
Pension Claim Consulting Ltd
3 Stokes House
Stubley Lane
Dronfield, Derbyshire
S18 1PG

Telephone: 0114 2664216

Email: info@pensionclaimconsultingltd.co.uk

If you cannot settle your complaint with us, or you remain unhappy following the response provided, you may be entitled to refer it to the Claims Management Ombudsman as part of the Financial Ombudsman Service available via the below details:

Financial Ombudsman Service

Exchange Tower, Harbour Exchange, London, E14 9SR

Telephone: 0800 023 4 567

From overseas: +44 20 7964 0500

Website: www.financial-ombudsman.org.uk