

## AGREEMENT

---

THIS DOCUMENT CONTAINS IMPORTANT INFORMATION AND YOU SHOULD READ IT THOROUGHLY BEFORE SIGNING

### ABOUT US

---

1. Pension Claim Consulting Ltd registered in England and Wales under registered number 09626782. Our registered office is at Redlands Business Centre, 3-5 Tupton House Road, Sheffield, S10 5BY. Pension Claim Consulting Ltd is regulated by the Financial Conduct Authority in respect of regulated claims management activities, authorisation number FRN 829766.
2. Pension Claim Consulting Ltd provides a mis-sold pension and investment claims service in relation to pension transfers out of all types of pension schemes and investments. We can examine the advice and service provided to you to see if you were incorrectly advised to transfer your pension or investment and pursue a claim on your behalf.
7. If you instruct us to pursue your claim it is necessary that we contact the firm or financial adviser/agent, any 3<sup>rd</sup> parties involved, previous pension or investment provider(s) and the existing pension or investment provider on your behalf to obtain relevant information and documentation to investigate your complaint.
8. We will chase responses and keep you promptly updated on material developments on your claim. We will also keep you regularly updated either fortnightly, monthly or quarterly. The frequency of updates depends on the claims process by telephone, email and post.

### YOUR OPTIONS

---

3. As your complaint relates to financial services, you are not required to use the services of a firm which carries on regulated claims management activity to pursue your claim.
4. It is possible for you to present the claim for free, either to the individual against whom you wish to complain or to a statutory ombudsman or the Financial Services Compensation Scheme.
5. You are entitled to seek further advice in relation to your claim and you have a right to shop around to consider what services might be most appropriate to your claim for compensation
- 9.1. If we believe that you were wrongly advised and the firm or individual who advised you 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.
- 9.2. If the firm or individual that advised you was, but is no longer, authorised by the Financial Conduct Authority and we believe that you were wrongly advised and have the evidence to support this it could be eligible for us to submit your claim with the Financial Services Compensation Scheme

### OUR SERVICE

---

6. We will carry out an initial assessment and based upon your responses consider if it is in your best interests to pursue a claim. Where possible we will tell you where you may be able to make a claim yourself directly for free either to the individual against whom you wish to complain or to a statutory ombudsman or the Financial Services Compensation Scheme
10. We will keep you informed of the progress of your claim on a regular basis keep you promptly informed on material developments on your claim and we will also keep you informed on the progress of your claim either fortnightly, monthly or quarterly. The frequency of progress depends on the claims process. 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 it or not.
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. We will advise you on our assessment and 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 a rejection 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 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. You will, by signing any provided letters of authority allow us to request relevant information from the firm or financial adviser/agent, Pension Providers, investment providers where you have had dealings with in the past and in the present.
17. You must ensure that you always supply truthful, complete and accurate information.
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 promptly reply to any requests for further information and documents we make with as much detail as possible
20. You must promptly pay our Fees upon receipt of compensation.

## RISKS

---

21. In making the claim if any of the below apply to you whether in Great Britain or in another jurisdiction there is a risk of not recovering any money but becoming liable for our costs which would need to be paid from your own funds.
  - been declared bankrupt
  - you are subject to a bankruptcy petition
  - you are subject to an individual voluntary arrangement (IVA)
  - you have proposed an individual voluntary arrangement (IVA) which is yet to be approved or rejected by creditors
  - you are subject to a debt relief orderIf any of the above apply any compensation might, in certain circumstances be off-set against your outstanding debts, and you will, where necessary, need to pay our fees from funds that are not subject to any of the above.
22. 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 FEE from your own funds.

## CANCELLATION

---

23. 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.
24. If you cancel during the first 14 days Cooling off Period from the date you signed this agreement you will not have to pay any fee to us.
25. If you cancel this agreement after the 14 day Cooling off Period but before we submit a claim on your behalf, you will not have to pay any fee to us.
26. If you cancel this agreement after the 14 day Cooling off Period and after we submit your claim and if the claim is successful you will be liable to pay our Success Fee of 15% plus VAT (18% in total) on the amount of compensation awarded and this will be payable on receipt of compensation.

27. If this Agreement is cancelled on or after an offer of compensation has been made, in respect to our claim, we will charge our Success Fee of 15% plus VAT (18% in total) on the amount of compensation awarded and you will be liable to pay this.
28. We can cancel this agreement if you materially breach any of your obligations and you fail to rectify your breach within 28 days of us telling you (which we will attempt to do by both telephone and post).
- 28.1. Where we cancel this agreement in accordance to clause 22 after the 14 day Cooling off Period and before we submit your claim or before you receive compensation you will not have to pay our fees.
- 28.2. Where we cancel this agreement in accordance to clause 22 after we submit your claim and the claim is successful or on or after an offer of compensation has been made, we will charge our Success Fee of 15% plus VAT (18% in total) on the amount of compensation awarded and you will be liable to pay this.

## OTHER IMPORTANT INFORMATION

29. Where you have been introduced to Pension Claim Consulting Ltd. We will disclose to you on receipt of the signed agreement any referral fee or financial arrangement paid by Pension Claim Consulting Ltd to any other person in respect of your introduction to Pension Claim Consulting Ltd.
30. The provisions of the Contract (Rights of Third Parties) Act 1999 are excluded from this agreement, which means that only you have 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 it is happening. You have the option to cancel your contract without charge in these circumstances.
31. 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

32. We hope that you will be very pleased with the service that we provide but in the unlikely event that you have a complaint please ask for a copy of our complaints procedure.
33. We strive to ensure that there should be no occasion when you should have any cause for complaint in relation to the service that we provide to you. In the unlikely event that you wish to raise a complaint or have any other concerns with regard to the service we have, or are, providing to you, you may submit a complaint.
34. Complaints may be made in writing, by e-mail, by telephone, or in any other form in respect of the claims management service that we have provided. If you wish to register a complaint our contact details are:

### Sarah Stokes

Complaints Department  
Pension Claim Consulting Ltd  
Redlands Business Centre  
3-5 Tapton House Road, Sheffield, S10 5BY.

**Telephone: 0114 2664216.**

**Email: [info@pensionclaimconsultingltd.co.uk](mailto:info@pensionclaimconsultingltd.co.uk).**

We reserve the right to decline to consider a complaint that is made more than six months after you become aware of the cause of the complaint.

There may be instances where we will waive this requirement at our discretion. We will confirm to you in writing if your complaint has been made outside the time limit that we are prepared to consider.

We will acknowledge your complaint within five working days and will seek to provide a full response within four weeks. If we are unable to do so we will send you a holding response and issue a final response within eight weeks of your initial complaint. If you are not satisfied with the response, or if a complaint is not resolved within eight weeks, you may refer the complaint to:

### 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](http://www.financial-ombudsman.org.uk)

## OUR SUCCESS FEE

---

If we are not successful in securing an offer of compensation for you, you will not have to pay any fee to us.

Our Success Fee is equal to 15% + VAT (totalling 18%) of the compensation offered to you. Our Success fee is calculated on the gross amount of the compensation in settlement of the claim.

## HOW WE CHARGE OUR SUCCESS FEE

---

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.

If we are successful in securing an offer of compensation for you, we will review the offer, benchmark the offer against industry guidelines (including the Guidelines) and make a recommendation to you as to whether we consider it in your best interests to accept or reject the offer.

*If we recommend that you reject the offer of compensation, either:*

You agree with our recommendation, we will attempt to re-negotiate an alternative offer of compensation for you, and a Success Fee will then be payable should you receive an alternative offer which we recommend that you accept; or

You disagree with our recommendation and you decide to accept the offer of compensation, our Success Fee becomes due. For example if you receive an offer of compensation of £3,000 and we recommend that you reject this offer, but you decide to accept the offer, our success fee would be £540 (£3,000 x 18% includes VAT), leaving you with £2,460.

*If we recommend that you accept the offer of compensation, either:*

You agree with our recommendation and you decide to accept the offer of compensation, our Success Fee becomes due; or you disagree with our recommendation and you decide to reject the offer of compensation, our Success Fee becomes due. For example if you receive an offer of compensation of £3,000 and we recommend that you accept that offer and you disagree, and as a result you do not receive any compensation and we will charge you £540 (£3,000 x 18% includes VAT), which you will be liable to pay to us due to work undertaken in our this agreement

*The figures used in the examples are not to be taken as an estimate and the fees charged in practice may vary*

## HOW OUR FEE IS PAID

---

Our fee is calculated on the gross amount of compensation awarded. The amount of compensation you receive will be less than the amount of compensation awarded after paying our success fee.

In the event that compensation is paid to our Client Account, we will send you the compensation less our fees within 2 working days of being in receipt of cleared funds. By signing this agreement you provide us with consent to deduct our fees prior to onward transmission of compensation to you.

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.

If any Success Fee remains outstanding after 14 days of the date of you receiving compensation, or 14 days after receiving our invoice, we reserve the right to refer your debt to third parties to pursue you for payment on our behalf. You should be aware that the debt recovery process may incur additional costs and these costs will be payable by you and these costs will be charged as at the date of the referral.

## DECLARATION

---

This is our standard Client Agreement upon which we intend to rely. For your own benefit and protection, you should read this agreement carefully before signing them. If you do not understand any point please ask for further information.

I am aware of my Options and the Costs of the Service and I appoint Pension Claim Consulting Ltd to act on my behalf in respect of my actual or potential mis sold financial product claim, and to represent me in advising, investigating, presenting and negotiating my claim.

**Signature:**

**Name:**

**Date:**