

## **Client Agreement: Assist.Claims – Pension Claims**

### **1 About us**

- 1.1 Assist.Claims is authorised and regulated by the Financial Conduct Authority 829829. Assist.Claims is the trading name of Assist.Claims (Yorkshire) LLP, Partnership Number OC413356, VAT Registration 294 1070 10.
- 1.2 You can contact us by writing to us at 1 Elveley Drive, West Ella, HU10 7RT or by email to claim@assist.claims or by telephone on number 01756 860002.

### **2 Our service**

- 2.1 We provide a service of making claims for mis-sold pensions
- 2.2 We will provide you with an initial fact-find questionnaire and carry out an initial assessment to consider if it is in your best interests to pursue a claim or whether it may be better for you to try an alternative route such as instructing a solicitor, or claiming via the Financial Services Compensation Scheme (FSCS) or the Financial Ombudsman Service (FOS). We will advise you of the results of our assessment in writing.
- 2.3 If you then instruct us to pursue your claim we will ask you to sign a copy of this agreement and authorise us to write to the relevant parties to obtain copies of information to support your claim. The relevant parties will include your pension provider(s) and/or financial adviser.
- 2.4 You will have a 'cooling off' period of 14 days from signing these terms and conditions, during which time you can cancel the agreement with us without any charges. You can contact us to cancel the agreement by any reasonable means, including by writing to us at 1 Elveley Drive West Ella HU10 7RT, or by email to claim@assist.claims or by telephone on 01756 860002, you can also contact us using the tear off slip at the bottom of this form. Unlike many other claim firms, we provide a true 'no win no fee' service and therefore, if you cancel before we have achieved a compensation offer for you, we will make no charge.

### **3 What will we review?**

- 3.1 We will review the advice file (in the case of the pension provider) or, where you were given financial advice by a third party, the advice report, and the details of your initial attitude to investment risk. In the event that you were advised to transfer from another pension provider, we will check the comparable projected benefits and charges to ensure that the advice was appropriate.
- 3.2 Where you transferred from a Final Salary scheme, we will write to the ceding scheme, requesting a copy of the deferred benefit scheme, and will ask the adviser to provide a copy of the Transfer Analysis report.

- 3.3 We will also request copies of any additional information pertinent to the pension advice, including all correspondence and comparable projections, and will ask you detailed questions about the information and documents you and any third parties provide to us.

#### **4 Your responsibilities**

- 4.1 It is your responsibility to:

- 4.1.1 Supply us with full, truthful and accurate information;
- 4.1.2 Forward any correspondence you receive about your claim to us promptly; and
- 4.1.3 Pay our fees as set out in clause 7.

#### **5 Bringing the claim**

- 5.1 Based on the information we receive and review we will provide you with a comprehensive and objective report to assist you in reaching a decision. The report will include the risk involved in making a claim and in particular the possibility of, in the case of legal action, losing money and appearing in court.
- 5.2 If, after analysing your claim, we believe that you were wrongly advised in relation to your pension, we will submit the official complaint on your behalf, and request financial redress.
- 5.3 If your claim is rejected, we will assess whether it is worth applying for compensation via the FOS. If we believe this is the best course of action we will submit the claim to the FOS. We will advise you of this submission before we go ahead with this.
- 5.4 If your financial adviser no longer exists, we will assess the viability of the claim and, if we believe it to be the best course of action, we will submit your claim to the FSCS or to the professional indemnity insurer of your financial adviser.
- 5.5 We will keep you informed of our progress with your claim at each key point set out above, and will consult with you before taking steps.

#### **6 Offers of compensation**

- 6.1 If we receive an offer of compensation in relation to a mis-sold pension, we will assess the offer, benchmark it against the guidelines of the Financial Conduct Authority and/or FOS and any other available and relevant guidelines, and advise you whether we recommend that you accept the offer or not.
- 6.2 Compensation payments for mis-sold pensions are normally in the form of an enhancement to your existing or new pension scheme but can be in cash.

6.3 If we advise you to accept the offer, we will provide you with an invoice for our fee, which will be an amount equal to 20% of the compensation, subject to a minimum £750 fee, as set out at clause 7 below. Both figures inclusive of VAT. Please be aware that you will need to have savings that are sufficient to cover this fee.

**6.4 Rejecting the offer:**

6.4.1 If we recommend that you reject the offer of compensation, and you agree with our recommendation, we will write to the relevant party to try and negotiate an alternative offer of compensation for you. Our fee will then be payable if you receive an alternative offer which we recommend that you accept. For example, if after analysis we advise you to reject an offer of £20,000, we will not charge you a fee but then if you receive an offer of £40,000 which we advise you to accept, our fee of 20% ,being £8000 (incl VAT), will become payable as set out at clause 7 below.

6.4.2 If we recommend that you reject the offer of compensation but you decide to accept it, our fee will then be payable. For example, if you decide to accept an offer of £20,000 which we have advised you to reject, our fee of 20%, being £4000 (incl VAT), will then become payable as set out at clause 7 below.

**6.5 Accepting the offer:**

6.5.1 If, after analysing the offer, we recommend that you accept it, our fee is payable whether you accept or reject the offer. For example, if you receive an offer of £25,000 which, after careful analysis, we advise you to accept, our fee of 20% is £5000 (incl VAT) which is then payable in accordance with clause 7 whether you accept or reject this offer.

**7 Our fees**

7.1 If your compensation is paid in cash, you authorise the payer to have our fee element paid directly to us.

7.2 If your compensation is paid by way of an enhancement to your pension scheme, our fee will be payable within 20 days of receipt of compensation. Please note that you will need to have savings that are sufficient to pay this fee.

**8 Other important information**

8.1 If you decide that you do not want to proceed with our services you can cancel the agreement by writing to us at any time and no fee will be payable unless we have received an offer of compensation, in which case please see clauses 6 and 7.

8.2 Whilst providing services to you we will control and process data relating to you for legal, administrative and management purposes and you consent to this and in particular to the processing of any of your sensitive personal data (as defined in the Data Protection Act 1998). We are registered as a Data Controller under the Data Protection Act 1998 with under registration number ZA135122.

8.3 We will use the guidance for identifying and communicating with vulnerable consumers, including making reasonable adjustments, as published by The Contact Centres & Telemarketing Council Second Edition, August 2015. If you require any reasonable adjustments which have not been offered, please let us know and we will accommodate this. One example could be an offer to call back later when another adult is available to listen in on the call.

**9 Complaints**

- 9.1 Whilst we hope that you will be happy with the service we provide, in the unlikely event that you have a complaint, please refer to our complaints procedure.
- 9.2 We will acknowledge any complaint within five days and provide a full response within eight weeks of receipt. If we require a longer time period to deal with your complaint, we will advise you of this in writing and issue a final response within eight weeks of your initial complaint.
- 9.3 If you are not satisfied with the handling of your complaint, or if we do not respond within eight weeks, you may refer this matter to the Financial Ombudsman Service. <https://www.financial-ombudsman.org.uk/>

**10. Right Of Access To Personal Data**

10.1 You can apply, at any time, to request access to the personal data that we hold about you. This can be done via email to our Data Controller, Gary Naylor, by emailing [gary@assist.claims](mailto:gary@assist.claims); or by 'phoning 01756 860002, or in writing to Gary Naylor at our administrative office, 195 Chanterlands Avenue, Hull, HU5 3TP.

**11 Authorisation**

The complainant hereby authorises Assist.Claims (Yorkshire) LLP to contact the Financial Ombudsman Service (FOS) and /or the Financial Services Compensation Scheme (FSCS) in respect of the claim for compensation and authorises both parties to deal directly with Assist.Claims (Yorkshire) LLP.

Client Details

Signed: .....

Name: .....

Address .....

Date: .....

On behalf of Assist.Claims (Yorkshire) LLP

Signed: .....

Name: GARY NAYLOR.....

Date: .....

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**Assist.Claims Client Cancellation Form**

To Assist.Claims, 1 Elveley Drive West Ella HU10 7RT

I hereby give notice that I cancel my client agreement for the provision of Pensions mis-selling claims service

Agreed on \_\_/\_\_/\_\_\_\_( DD/MM/YYYY).

Name (s) \_\_\_\_\_

Address. \_\_\_\_\_

Signature)\*\* \_\_\_\_\_

Date. \_\_/\_\_/\_\_\_\_(DD/MM/YYYY)

\*\*Only if you send this to us in paper form.