

## Investor Compensation (UK) Limited, Terms and Conditions

Investor Compensation (UK) Limited is authorised and regulated by the Financial Conduct Authority (FRN: 830890). Investor Compensation is a claims management company.

These terms of business (the "Terms") explain the entire rights and obligations of You and Us regarding the provision of our Services. You should read the Agreement carefully before signing the Letter of Authority Form and If You do not understand any aspect please ask Us for further information.

### 1. Meanings

- 1.1. "Account" - the account(s) and/or policy(ies) identified by You as being relevant to the Claim, where relevant.
- 1.2. "Agreement" - the agreement entered into by You with Us, incorporating the Customer Care Letter, the Letter of Authority Form and these Terms.
- 1.3. "Cancellation" - termination by You of the Agreement and any other document referred to in the customer care letter as forming part of the agreement in accordance with the relevant provisions of the Agreement and "Cancel" is defined accordingly.
- 1.4. "Claim" - a claim or claims made to the Third Party on your behalf relating to the Subject Matter.
- 1.5. "Customer Care Letter" - the letter provided by Us to You in the claim pack containing the Letter of Authority Form and these Terms.
- 1.6. "Fees" - where applicable, the fees payable by You to Us under the Customer Care Letter and paragraph 6 of these Terms and any other fees or other amounts payable by You to Us under the Agreement.
- 1.7. "FOS" - Financial Ombudsman Service.
- 1.8. "Full Claims Service" - a type of Service we provide which involves preliminary work to identify whether you have a Claim and further work on your behalf to bring that Claim and progress it. If We are providing You with a Full Claims Service, this will be specified in the Customer Care Letter.
- 1.9. "Further Claim" - any claim You may have in respect of any financial product or service provided to You by any bank(s), financial institution(s) or other provider(s) of generic financial services.
- 1.10. "Letter of Authority Form" - the form We enclosed with the claim pack and which We asked You to sign to give Us authority to act on your behalf.
- 1.11. "Personal Notice" - written notice provided by Us to You at least 15 Working Days in advance (or such shorter period as may be necessary to ensure We comply with our regulatory and legal obligations) by post or email (in each case provided to the most recent contact details provided by You to Us).
- 1.12. "Preliminary Claims Service" - a type of Service we provide which involves preliminary work to identify whether you have a Claim and to introduce You to a service provider who can progress your Claim. If We are providing You with a Preliminary Claims Service, this will be specified in the Customer Care Letter.
- 1.13. "Services" - the services that We agree to provide to You under the Agreement, being our advice and the investigation and representation of your Claim.
- 1.14. "Settlement Amount" - all amounts paid or provided or to be paid or provided by the Third Party to You and to any other person in relation to settlement or satisfaction of your Claim (gross of any tax you are liable to pay), being the total value of the benefits to You and to any other person monetary or otherwise, and including any cash or cheque payment, any reduction in your account balance, any reduction in your account arrears, any goodwill payments and any interest paid by the Third Party in relation to the Claim.
- 1.15. "Subject Matter" - the product or service which is the subject matter of your Claim, as set out in the Customer Care Letter.
- 1.16. "Third Party" - the third party, financial institution(s) or other provider(s) of financial or other services against which a Claim is brought on your behalf.
- 1.17. "You" - you, the person(s) engaging Us on the basis of the Agreement.
- 1.18. "We" and "Us" - Investor Compensation (UK) Limited (registered number 00769324) which is authorised and regulated by the Financial Conduct Authority (FRN:830890) and whose registered address is Suite G3 Birkbeck Office Water Street Sipton North Yorkshire BD23 1PB or anyone to whom we transfer our rights and obligations under the Agreement. Email [Info@Investorcompensation.co.uk](mailto:Info@Investorcompensation.co.uk), Call 01535 959592
- 1.19. "Working Days" - all days other than Saturdays, Sundays and public holidays.

### 2. The Agreement between You and Us

- 2.1. You appoint Us to act as your exclusive representative in your Claim and We agree to act on your behalf and to provide the Services on the terms of the Agreement. Your appointment of Us, and the Agreement, starts when We receive a completed original signed Letter of Authority Form from You. By providing Us with a completed Letter of Authority Form You are entering into a binding contract on the terms of the Agreement.
- 2.2. By appointing Us, You confirm that no agency or person other than Us is acting for You in relation to the potential claim and You agree not to appoint any such agency/person in relation to the potential claim or the Claim.
- 2.3. Any brochures or advertising materials issued by Us, and any descriptions or illustrations contained therein, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Agreement or have any contractual force.

### 3. Cooling Off Period and Other Rights

- 3.1. You have the right to Cancel the Agreement within 14 days without giving any reason. The Cancellation period will expire after 14 days from the day of the conclusion of the Agreement (being the date on which We receive your original signed Letter of Authority Form). To exercise the right to Cancel, You must inform Us of your decision to Cancel the Agreement by a clear statement. It is recommended that You send any written notice of Cancellation by recorded delivery post. You may use the model cancellation form which is contained in your claim pack, but it is not obligatory, and You may provide to Us any other clear statement setting out the decision to Cancel the Agreement. To meet the Cancellation deadline, it is sufficient for You to send your communication concerning your exercise of the right to Cancel before the Cancellation period has expired.
- 3.2. If You Cancel the Agreement during the cooling off period, we will reimburse You all payments received from You and You will not be subject to any financial penalty by Us.
- 3.3. You have the right to seek further advice or to shop around before You enter into the Agreement, subject to any time limits within which a claim must be made. You may have alternative mechanisms for pursuing your claim or obtaining redress, including the FOS and the Financial Services Compensation Scheme.

### 4. Further Claims

- 4.1. You engage Us to take all reasonable steps to investigate Further Claim as set out in the Letter of Authority. We will agree with You the manner in which We shall report to You in relation to a Further Claim.
- 4.2. You and We agree that any Further Claim that You and We agree in writing shall be brought by Us on your behalf shall be treated as an additional and separate Claim for the purposes of the relevant Agreement.

### 5. The Claims Process

- 5.1. You agree to provide to Us throughout the term of the Agreement all appropriate and available

information relating to your potential claim/Claim as soon as possible. The information that You provide should be true and accurate to the best of your knowledge and belief. Please note that if You fail to provide Us with this information as described in this paragraph, you may impede our delivery of the Services to You and You may become liable to Us for costs under paragraphs 7.1. and 7.2.

- 5.2. Once We have received your signed Letter of Authority Form or, if later, sufficient information from You, We will assess whether We consider your potential claim to be viable.
- 5.3. If We are providing a Preliminary Claims Service to You and We consider that your Claim is viable, We will provide the relevant information that We have received from You, and introduce You to, a service provider who can progress your Claim. Please note that in respect of any Preliminary Claims Service, your engagement with the service provider will be a separate contractual relationship between You and them and We will have no obligations to You under that engagement.
- 5.4. If We are providing You with a Full Claims Service, and We consider that your Claim is viable We will:
  - 5.4.1. raise a formal complaint or claim with the Third Party regarding your Claim;
  - 5.4.2. provide the Third Party with the relevant information that We have received from You;
  - 5.4.3. promptly notify You of any material developments or delays regarding your Claim;
  - 5.4.4. promptly notify You once We are informed of the outcome of the Claim.
- 5.5. If, at our complete discretion, We consider that your potential Claim is not viable (whether due to it being outside any applicable limitation period, the claimed amount being too small or for any other reason), We will notify You, following which You will not be required to pay anything to Us and We will have no further obligations to You under the Agreement and We shall be entitled, without incurring any liability to You, to cease to provide the Services in relation to the claim.
- 5.6. You authorise Us on your behalf and as your representative to:
  - 5.6.1. take those actions set out in paragraph 5.3 or 5.4;
  - 5.6.2. request appropriate further information from the Third Party relating to your Claim and receive all communications from the Third Party on your behalf;
  - 5.6.3. terminate our services and/or withdraw your Claim, at our absolute discretion, in the event that the Third Party provides Us with evidence that the Claim duplicates a claim made by You or on your behalf other than through Us; and
  - 5.6.4. take any other actions which are reasonably required in relation to the above.
- 5.7. You authorise Us to make a request under article 15 of the General Data Protection Regulation (GDPR) on your behalf, to relevant parties connected with your potential claim/Claim. We may restrict the scope of the request to particular information or classes of information. Any fee payable to the third party in respect of any such request will not be charged by Us to You.
- 5.8. You agree that You will:
  - 5.8.1. provide any further information that may be necessary for Us to progress your Claim as soon as possible on request;
  - 5.8.2. co-operate with Us and provide all assistance from time to time requested by Us in all matters relating to the Services and the Claim;
  - 5.8.3. notify Us within five working Days if You receive communications directly from the Third party regarding the progress of your Claim (which may include telephone calls, receipt of statements and gestures of goodwill settlements) and forward any paperwork connected with this to Us as soon as possible if We request it (please note that if You fail to advise Us of any communication with the Third Party, You may impede the progress of your Claim and/or trigger Termination Clause 7);
  - 5.8.4. not accept any settlement that is communicated directly to You by the Third Party unless agreed in writing in advance with Us.
- 5.9. If We are providing a Full Claims Service to You and the Third Party fails to respond to Us or to You within 8 weeks of our communication under paragraph 5.4 or the Third Party rejects your Claim, You may have certain options including to issue a formal complaint to the FOS. We will discuss these options with You at the time. If We agree with You that a complaint to the FOS by Us on your behalf is appropriate, We will provide you with the appropriate forms for You to complete and return to Us so that We can make the complaint on your behalf. Any settlement amount paid to You through the FOS process will be treated under these terms as a Settlement Amount, including the terms relating to our entitlement to Fees.
- 5.10. We may ask You for certain card details over the phone in order (i) to process your Claim with the Third Party (for example, your card number may be used to identify your Account); and/or (ii) for You to make payment of our Fees in the event a Settlement Amount is paid by the Third Party in respect of your Claim. Your card details will not be stored in our payment system. You should never email or post to Us a photo of your card or details of your card expiry date or CVV number (the 3 digits at the back of your card) and if any of our staff ask You to do so, please contact Us.
- 5.11. All of our written communications to You will be provided by email to the most recent email address provided by You (or by post if at any time We do not have an email address for You). If at any time You would prefer to receive written communications by post, please let Us know by telephone, email or post.
- 5.12. If our performance of any of our obligations under the Agreement is prevented or delayed by any act or omission by You, or your failure to perform any relevant obligation ("Customer Default"):
  - 5.12.1. We shall without limiting our other rights and remedies have the right to suspend performance of the Services until You remedy the Customer Default, and to rely on the Customer Default to relieve Us from the performance of any of our obligations to the extent the Customer Default prevents or delays our performance of any of our obligations; and
  - 5.12.2. We shall not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from the Customer Default.

### 6. Our fees and how You pay Us

- 6.1. The Fee that You will pay to Us in respect of each Claim shall be set out in the Service Summary that was sent to you with the Customer Care Letter. This letter provides an example of how our Fees are calculated.
  - 6.1.1. If your claim is relating to a tax matter (reclamation of tax deducted from a PPI settlement or an employment expenses claim), we operate on a no-win, no-fee basis. We are only due a fee if you receive a refund. Our fees are the greater of 35% (+VAT) or £30 (+VAT) of any refund received.
- 6.2. Our fees typically consist of a fee based on any Settlement Amount offered in respect of the Claim ("Settlement Fee"). Note that the Settlement Amount is not just the amount of cash You receive - it includes any account reductions and other benefits, as set out in paragraph 1. The Third Party may deduct from the Settlement Amount tax that is payable by You on any interest, however, for the purposes of the Agreement, Settlement Amount, includes the gross amount of such interest. Our Services are provided on a 'no win, no fee' basis, however, You will be liable to pay our reasonable costs if you cancel our Services after the expiry of the initial 14 day 'cooling off' period (see paragraph 7.3) or if We terminate as a result of your default (see paragraphs 7.1, 7.2 and 7.4).
- 6.3. If We are providing You with a Full Claims Service:
  - 6.3.1. Where the Third Party pays some or all of the Settlement Amount directly to You or the Third Party reduces any of your account balances in payment of the Settlement Amount:
    - 6.3.1.1. You will notify Us of such payment or reduction within 5 Working Days of You becoming

Terms continue overleaf

- aware of it;
- 6.3.1.2. We will notify You of such a payment or reduction within 5 Working Days of Us becoming aware of it, should We become aware of it before We have been notified by You.
- \*Fee payable if case is not pursued at client's request.
- 6.4. You agree that We can deduct the Fees from your credit/debit card where You have provided Us with those details for that purpose.
- 6.5. Once You have settled our invoice in full our responsibilities and obligations to You in connection with this Agreement will cease.
- 6.6. We may set off any fee or other amount that You owe to Us under any other agreement between You and Us against any liability that We have to make payment to You under paragraph 6.5. If We do this, our other rights or remedies under the Agreement or any other agreement between You and Us will not be affected.
- 6.7. Subject to paragraphs 7.1, 7.2 and 7.3, if We are providing a Full Claims Service and We submit a Claim on your behalf but no Settlement Amount is paid by the Third Party in respect of that Claim, You will not be required to pay any Fees to Us.
- 6.8. In respect of any unpaid invoices, We may at our discretion:
- 6.8.1. commence debt collection proceedings to recover the amount due; and
- 6.8.2. charge interest on the amount unpaid at the rate of 8% per annum.
7. Termination/Cancellation
- 7.1. Without prejudice to any other right or remedy that We may have, We may terminate the Agreement (or decide to terminate the provision of Services related to a particular Claim) on written notice:
- 7.1.1. in the event that You are in breach of the Agreement, and in the event of a breach that is capable of remedy, if you fail to do so within 14 days of receipt of a notice from Us specifying the breach and requiring the same to be remedied; or
- 7.1.2. in the event that You become insolvent; or
- 7.1.3. in the circumstances set out in paragraph 5.5; or
- 7.1.4. if We become aware that You are pursuing your potential Claim/Claim independently; or
- 7.1.5. if You and We agree to terminate the Agreement.
- 7.2. There will be termination costs applied should the claim be prematurely cancelled.
- Cancellation Summary Charge Including Process Steps
- 7.2.1. 1 hour £60.00 - Claim Pack issued, Claim Pack chased, Claim Pack returned, Claim reviewed, packaged and submitted to the vendor.
- 7.2.2. 2 hours £120.00 - Claim Pack issued, Claim Pack chased, Claim Pack returned, Claim reviewed, packaged and submitted to the vendor, Vendor chased, Vendor chased on more than one occasion or vendor requires more information, Attempted to get required information.
- 7.2.3. 3 hours £180.00 - Claim Pack issued, Claim Pack chased, Claim Pack returned, Claim reviewed, packaged and submitted to the vendor, Vendor chased, Vendor chased on more than two occasions any required information has been retrieved and passed to the vendor, Claim packaged ready to be sent to the Financial Ombudsman Service (FOS).
- 7.2.4. 4 hours £240.00 - Claim Pack issued, Claim Pack chased, Claim Pack returned, Claim reviewed, packaged and submitted to the vendor, Vendor chased, Vendor chased on more than two occasions any required information has been retrieved and passed to the vendor
- 7.2.5. 5 hours £300.00 - Claim Pack issued, Claim Pack chased, Claim Pack returned, Claim reviewed, packaged and submitted to the vendor passed to the vendor, Vendor chased, Vendor chased on more than two occasions, any required information has been retrieved and passed to the vendor. Claim packaged ready to be sent to the Financial Ombudsman Service (FOS). Claim reviewed and submitted to the Financial Ombudsman Service or Claim upheld by the vendor or FOS subject to the below and clause 7.4.
- Please note however, that if the Agreement is terminated when an offer of compensation is made, our fee, as outlined in the Customer Care letter will stand. Please see Clause 7.4.
- 7.3. In addition to your rights to Cancel within 14 days under paragraph 3.1, You may Cancel the Agreement at any time by sending Us a letter by post or email (see paragraph 3.4 for contact details) or verbally, by telephoning Us. You may use the model cancellation form which is contained in your claim pack, but it is not obligatory. It is recommended that You send any written notice of cancellation by recorded delivery post. If You Cancel the Agreement in this way You will be liable to pay Us an amount which We calculate, acting reasonably, as representing the costs We have incurred in relation to your Claim at the rate of £60 plus VAT per hour. For a breakdown of these costs, please see clause 7.2.
- 7.4. If We are providing You with a Full Claims Service and You at any time independently accept or receive a Settlement Amount based on a Claim made by Us to the Third Party, whether or not the Agreement has terminated/been Cancelled, You will be liable to pay our Fees.
8. Limitations on our services and liability
- 8.1. Where the Third Party makes an offer of a Settlement Amount, We will not give You any advice as to whether the Settlement Amount is suitable redress in respect of your Claim and We are under no obligation to verify the calculation of the amount.
- 8.2. If any form of tax is payable by You or on your behalf in relation to the Settlement Amount (such as income tax which is payable by You in respect of the interest paid to You as part of the Settlement Amount), You shall be fully responsible for such payment and We shall have no responsibility to make such payment on your behalf.
- 8.3. We shall have no liability to You for any loss to the extent it arises as a result of the information provided by You in connection with your Claim being inaccurate or incomplete, unless the reason for it being incomplete is due to a failure by Us to identify the necessary information as part of our standard claims procedures.
- 8.4. Nothing in the Agreement shall exclude or limit any liability of ours which may not be legally excluded or limited.
9. Changes to the Agreement
- 9.1. If We are providing You with a Service in respect of which We are entitled to a Fee, We may make changes to our Fees, including introducing new fees and charges and making changes to the basis on which We charge for providing services, by giving You Personal Notice.
- 9.2. We may make any other changes to the Agreement, making changes to the basis on which We charge for providing services, by giving You Personal Notice.
- 9.3. We may only make changes under paragraph 9.1 or 9.2:
- 9.3.1. following or in anticipation of any change in law, regulation, industry guidance or code of practice; or
- 9.3.2. to respond to changes or anticipated changes in the costs that We incur to third parties in relation to our provision of the Services.
- 9.4. Where We make any change under paragraph 9.1 or 9.2 the change will be proportionate to the underlying reason for the change and We will explain the reason to You.
- 9.5. When We give You Personal Notice of a change We intend to make in accordance with paragraphs 9.1 or 9.2, before the change takes effect You may end the Agreement without incurring a charge by giving Us notice in writing and such notice will take immediate effect.
- 9.6. If You do not tell Us that You want to end the Agreement as described in paragraph 9.5 before the date each change is to take effect, then You will be deemed to have accepted the change and it will take effect automatically from the date detailed in your Personal Notice.
10. Personal details and statement of data protection
- 10.1. We recommend that You read this statement carefully as it describes how We use your personal information. For further details, please see the full privacy notice on our website at <https://www.investorcompensation.co.uk/privacy-policy/> or ask Us for a copy and we will provide it to You.
- 10.2. We will use your personal information for the purpose of providing You with our services and for direct marketing if You consent to it. [or if we rely on the legitimate interest lawful basis under the GDPR]. The personal information You must provide for the purpose of the contract is indicated on the letter of authority; without it, We cannot provide our services. We need a basis in law to use your personal information. In your case, that basis is that (a) our use of your personal information is necessary for Us to enter into or perform a contract with You; (b) You have given consent or explicit consent to our use; and/or (c) the use (for example customer relationship management) is in our legitimate interests, which overrides your own interests, rights and freedoms.
- 10.3. Please be aware that We will record and monitor your calls to maintain or improve our services.
- 10.4. We can confirm that all personal information supplied by You will not be passed on to anyone other than:
- 10.4.1. as required or permitted by law or a court order including as requested by any government or law enforcement authority, or to our suppliers, service providers and advisers so they can provide Us with services or advice;
- 10.4.2. any company or other entity to whom We may either transfer or subcontract any or all of our obligations or rights to You under this Agreement; or
- 10.4.3. to a third party, with your consent.
- 10.5. If you consent or we rely on the legitimate interest lawful basis under the GDPR, We will contact You by post, email, text and telephone with details of our products and services which We think may be of interest to You.
- 10.6. If You wish to stop hearing about or receiving information on our products and services, please tell the caller or use the opt out in the email/texts or call Us. Please also see your rights in paragraphs 10.14 and 10.15.
- 10.7. If You give Us your email address and communicate with Us over the internet, We will assume that You accept the level of security in such communications and agree that We can communicate with You by email and other internet means. We set transport layer security (TLS) on our emails and We encourage You to do the same, so that the communications between Us are encrypted. Please also encrypt documents before sending them to Us, and provide the encryption key to Us by a means other than email, such as a call.
- 10.8. We will keep your personal information in the UK. We also have a call centre in South Africa, from where your personal information in the UK may be accessed over a private network. South Africa's data protection laws are not considered to give the same level of protection for personal information as those in Europe. Your data is not stored or kept outside the UK.
- 10.9. We will keep your personal information for up to 10 years after the end of the contract between Us. After that we will review your personal information and delete it if there is no business need for Us to keep it for a longer period, for example for the purpose of a legal claim or for tax reasons.
- 10.10. You can contact Us at any time by writing for any information You require and also if You would like copies of any or all personal information.
- 10.11. You have rights to make a request to Us:
- 10.11.1. for access to your personal information as briefly described in paragraph 10.10
- 10.11.2. for rectification or erasure of your personal information
- 10.11.3. for restriction of processing concerning You
- 10.11.4. to object to our processing which is based on legitimate interests
- 10.11.5. to object to direct marketing
- 10.11.6. to port (transfer) data you have provided to Us, either to You or to another provider.
- 10.12. To exercise one of your rights please contact Us. There is not normally any charge. If there is going to be a charge, We will advise you beforehand
- 10.13. We may make "automated decisions" about You, that is a significant decision made by software or an algorithm without human intervention. For example, based on a certain criterion (defined by humans) our system makes automatic decisions, such as when to send You an email or SMS or close your case. The logic in our systems is best understood as the milestones throughout the customer journey, for example Your customer pack being returned, or the complaint being sent to a third party. We then set appropriately determined contact points to keep You updated or informed on any progress with your claim. The consequences of these automated decisions are limited as the triggers are removed where the customer journey finishes, i.e. when your case is closed, or is successful and You have settled your invoice.
- 10.14. If You give Us your consent, You have a right to withdraw that consent at any time. To exercise your right please call Us. It would be helpful if You put "Withdrawal of consent" in the subject line of the email.
- 10.15. You have a right to object to our use of your personal information for our legitimate interests, including direct marketing. To exercise your right please call Us. It would be helpful if You put "Right to object" in the subject line of the email.
- 10.16. Please advise Us at the earliest opportunity if You have any medical conditions such that You might be regarded as particularly vulnerable and the nature of such status. In such circumstances We require your verbal or written consent to process your personal data. The nature of your status will not be disclosed by Us to third parties without your further explicit consent or as required or permitted by law.
- 10.17. You have a right to complain to the Information Commissioner. Please see our privacy notice at <https://www.investorcompensation.co.uk/privacy-policy/> for details or ask Us for a copy and we will provide it to You.
11. General Terms
- 11.1. By giving You Personal Notice We may transfer our rights and obligations (or subcontract any of our obligations) under this Agreement. Your rights under the Agreement will not be reduced as a result of any such transfer.
- 11.2. If any event beyond our reasonable control prevents or hinders Us from performing our obligations under this Agreement, We shall not be deemed to have breached this Agreement.
- 11.3. If We waive any breach of the Agreement that shall not be considered to be a waiver of any subsequent breach.
- 11.4. This Agreement with You is governed by the laws of England and Wales. Any dispute which arises in relation to this Agreement shall be dealt with by any court in the UK, Isle of Man and Channel Islands which is able to hear the case.
12. Customer Complaint Procedure
- 12.1. We aim to provide the highest possible level of service to all clients. If You are unhappy with any aspect of the service, then please raise your concern with Us immediately. We operate a complaints procedure in accordance with rules made by the FCA which are designed to help Us to resolve any complaint you may have as quickly as possible. A copy of the complaints procedure is available at <https://www.investorcompensation.co.uk/complaints-procedure/> or on request from Us. You have the right to refer your complaint to the Financial Ombudsman Details of which can be found at [www.financial-ombudsman.org.uk/](http://www.financial-ombudsman.org.uk/)