

Get Claims Advice Ltd Terms & Conditions - Summary

This document summarises the contents of our Terms and Conditions. Please note that this summary is not a replacement for you reading and accepting our Terms and Conditions. This summary is not intended to be a legally binding part of our contract with you and is for your guidance only. In the table below, we have listed a brief summary of the purpose of each clause in our Terms and Conditions:

Summary

1 ABOUT US This tells you who we are and the services we provide.

2 OUR RELATIONSHIP WITH YOU This explains how we and you enter into a contract in respect of the claims services that we provide. It explains:

- the initial assessment of your claim that we undertake;
- our need for a letter of authority from you to run your claim;
- that you have a cooling-off period of 14 days to cancel the contracts between us and you (with reference to clause 7, as explained below);
- the full assessment of your claim that we undertake;
- that you may receive compensation; and how we will advise you of your options in respect of accepting any compensation;
- your access to free services with the Financial Services Compensation Scheme and Financial Ombudsman Service;
- that you should explore if you have any other means of pursuing the Claim including using any legal expenses insurance.

MIS-SOLD PENSIONS
24% including VAT

MIS-SOLD INVESTMENTS
24% including VAT

3 SUCCESS FEES This tells you about the fees that we charge you for the services we provide, which are 24% inc. VAT of the gross compensation that is offered to you. The fees are payable only if you receive compensation, or if you terminate in certain circumstances before compensation has been paid to you. If your compensation is applied to your pension policy then our fee would still be due.

Some examples of how the fees are calculated are set out below:

Example 1:

If you receive an offer of compensation of £1,000 and we recommend that you reject this offer, but you decide to accept the offer, we will charge £240 inc VAT.

Example 2:

If you receive an offer of compensation of £3,000 and we recommend that you accept that offer and you agree to accept the offer, we will charge you £720 inc VAT.

Example 3:

If you receive an offer of compensation of £10,000 and we recommend that you accept it and you disagree and reject the offer, you will not receive the compensation and we will charge you £2,400 inc VAT.

4 WHAT WE NEED FROM YOU This sets out what help we need from you when we run your claim.

5 THE SERVICE This explains how we will provide the services in running your claim.

6 CONFIDENTIALITY, IP AND DATA PROTECTION This explains our obligations to you in terms of keeping your information confidential and complying with data protection laws.

7 CANCELLATION This sets out your rights to cancel the contract between us and you at various points throughout our provision of the services. If you cancel within 14 days of entering into the contract, you may be able to cancel without charge; at other times, we may need to charge you for cancelling the contract, or otherwise still receive a Success Fee payment out of compensation you receive in future in respect of your claim.

Clause 7 also sets out our own rights to cancel the contract in certain circumstances.

8 STORAGE OF PAPERS AND DOCUMENTS This explains how we store your records and documents in respect of your claim.

9 COMPLAINTS This sets out our complaint's procedure, and your rights to complain directly to the Financial Ombudsman Service.

10 LIMITATION OF LIABILITY This provision sets out our liability to you for the claims services we provide.

11 COMMUNICATION BETWEEN YOU AND US, AND US AND THIRD PARTIES This sets out how we and you should communicate in respect of the claims services.

12 THIRD PARTY RIGHTS The contract for claims services is just between us and you, and you cannot pass benefit of our services to anyone else.

13 GENERAL These provisions are "boilerplate" provisions that prop-up any contract, such as which law applies to the contract and which court we and you can go to in the unlikely event there is a dispute.

NAME	SIGNATURE	DATE
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Get Claims Advice Ltd – Terms of Business

(these "Terms of Business") In these Terms of Business, "we", "us" and "our" refers to Get Claims Advice Ltd.

1 ABOUT US

1.1 We are a company registered in England and Wales under registered number 09051424. Our registered office is at Get Claims Advice Ltd, Peter House, Oxford Street, Manchester, M1 5AN. Company Registration: 09051424 Get Claims Advice Ltd is authorised and regulated by the Financial Conduct Authority Reg No. 831103. You can check this on the Financial Services Register by visiting the FCA's website <http://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768

1.2 We provide a claims management service (the "Services") in relation to mis-sold financial products and any associated underlying investments ("Products"). We can examine the advice and service provided by your financial advisor ("FA") to see if the FA incorrectly advised you in respect of a Product. We will also in certain cases examine your Product providers and their business take-on process to see if they acted in your best interest.

2 OUR RELATIONSHIP WITH YOU

2.1 We will give you all of the information that you need to make a decision as to whether to use the Services for your claim in respect of the mis-selling to you of a Product ("Claim").

2.2 We provide Services to you on the basis of these Terms of Business and the relevant Engagement Letter (together this "Agreement"). The terms of this Agreement apply to the exclusion of any terms and conditions submitted, proposed or stipulated by you in whatever form and at whatever time.

Initial Assessment

2.3 We can carry out an initial assessment of your Claim. When completing that initial assessment, we will consider whether it is in your best interests to pursue a Claim. We will also assess whether any alternative routes would be better for you, such as contacting the Financial Services Ombudsman ("FOS") or Financial Services Compensation Scheme ("FSCS") directly, or instructing a Solicitor. We will record our assessment decision and advise you of this by telephone.

Letter of Authority

2.4 If, based on our initial assessment, you decide to instruct us to pursue the Claim, we will ask you to review these Terms of Business and will provide you with a letter of authority ("Letter of Authority") to sign so that we may contact your FA, and past and present Product providers, on your behalf. You should fill-in and sign the Letter of Authority, and send it back to us, if you would like us to run the Claim for you.

2.5 This Agreement shall be legally formed and each of us and you shall be legally bound when we have received the Terms of Business signed by you (or, if applicable, someone authorised to sign on your behalf) and we have confirmed back to you that we have sufficient information to run the Claim for you. Submission by you to us of the Terms of Business shall be deemed to be an offer by you to receive the Services from us, subject to the provisions of this Agreement. Once we have received the signed Terms of Business and Letter of Authority from you, we will contact you to inform you that we have accepted your offer.

2.6 You have a legal right to change your mind within 14 days after the date on which we accept your Terms of Business (the "Cooling-off Period"), within which you can cancel this Agreement without any charge. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in clause 7 below.

Full assessment and claim

2.7 If you do not change your mind within the Cooling-off Period, after the Cooling-off Period we will carry out a full assessment of the viability of the Claim by asking you to provide us with any documentation that you have in respect of the Product, asking you detailed questions regarding the Product and examining the information and documents obtained from your FA and Product providers

using your Letter of Authority. We will advise you in writing of our findings, suggested next steps and proposed approach to the Claim. Typical approaches we may consider taking are as follows:

- **2.7.1** if we believe that you were wrongly advised/mis-sold a Product, we will submit a letter of claim to your FA;
- **2.7.2** where the Claim is rejected by your FA we may submit it to the FOS for consideration if we believe this is the best course of action; we will assess this and advise you of this submission before we go ahead with it; or
- **2.7.3** if your FA no longer exists, we will seek to submit the Claim to the FSCS or to the FA's professional indemnity insurer.

We will keep you informed of the progress of the Claim regularly and will consult with you before taking any steps in relation to the Claim.

Compensation

2.8 If an offer of compensation is made by the FA or Product provider, 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 the offer of compensation or not.

2.9 We will then provide you with an invoice for our services based on our Success Fee as shown in clause 3 below.

Your options

2.10 Please note that you are entitled to seek further advice in relation to the Claim and to consider what services might be most appropriate to the Claim. We will advise you after both our initial and full assessment of whether any alternative methods would be more appropriate for pursuing the Claim. In particular, you have the right to shop around and you should be aware of the free services provided by FSCS and FOS. You should also consider whether you have alternative methods of cover such as legal expense insurance.

3 SUCCESS FEE

3.1 You will pay us a success fee, in accordance with this clause 3, if you receive an offer of compensation from the FA or Product provider ("Success Fee"). The Success Fee is 24% inc. VAT of the gross compensation that is offered to you.

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

3.3 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.

3.4 If we recommend that you reject the offer of compensation, and:

- **3.4.1** 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
- **3.4.2** you disagree with our recommendation and you decide to accept the offer of compensation, our Success Fee becomes due on the offer that you accept.

3.5 If we recommend that you accept an offer of compensation, and:

- **3.5.1** you agree with our recommendation and you decide to accept the offer of compensation, our Success Fee becomes due; or
- **3.5.2** you disagree with our recommendation and you decide to reject the offer of compensation, our Success Fee becomes due.

3.6 You should be aware that compensation means financial benefit which you receive as a result of the Services, whether this is attributed to any pension fund that you have or otherwise paid to you in cash. If you receive compensation directly back into your policy our fee will still be due. You should only use any compensation you receive in a way that is consistent with the cause of your Claim.

3.7 We will issue an invoice to you for our Success Fee. This invoice will become payable within 14.

3.8 Below are some illustrative examples of how our Success Fee will be calculated:

Example 1:

If you receive an offer of compensation of £1,000 and we recommend that you reject this offer, but you decide to accept the offer, we will charge you £240 inc. VAT.

Example 2:

If you receive an offer of compensation of £3,000 and we recommend that you accept that offer and you agree to accept the offer, we will charge you £720 inc. VAT.

Example 3:

If you receive an offer of compensation of £10,000 and we recommend that you accept that offer and you disagree and reject the offer, you will not receive the compensation and we will charge you £2,400 inc. VAT.

3.9 In the event that you terminate this Agreement after the Cooling-off Period and we have performed the steps set out in clause 2.7 above, but either:

3.9.1 you have not yet received any offer of compensation in respect of your claim; or

3.9.2 you have received an initial offer of compensation but further or revised offers of compensation in respect of your claim are made (due to changing entitlements, information, analyses, FSCS assessments or otherwise);

then we shall be due a Success Fee in respect of any such offer, further offer or revised offer that is made to you. Please see clause 7 below for more information on your right to terminate this Agreement and what happens on termination. Below are some illustrative examples of how such further Success Fees will be calculated:

Example 1: If you have not received any offer of compensation when you tell us you would like to terminate this Agreement, but, following termination, you receive an offer of compensation of £10,000 and you decide to accept the offer, we will charge you £2,400 inc VAT.

Example 2: If you receive an offer of compensation of £10,000 before you terminate this Agreement that you accept, we will charge you £2,400 inc VAT. If, following termination of this Agreement, you receive a further offer of compensation of an additional £10,000 and you decide to accept the offer, we will charge you an additional £2,400 inc VAT.

3.10 Please note that we may pay referral fees to introducers that refer Claims to us.

4 WHAT WE NEED FROM YOU

4.1 You shall:

- **4.1.1** always supply to us truthful, complete and accurate information;
- **4.1.2** forward to us any correspondence which you receive regarding the Claim, and you must provide us with any and all information and documents which are relevant to the Claim, and which you possess, such as any documentation or information about your Product, and anything given to you by your FA; we will rely upon the responses and documentation you provide to assist us with our assessment of the Claim and the best way to pursue it;
- **4.1.3** promptly reply with as much detail as possible to any requests for further information and documents we make; and
- **4.1.4** pay the Success Fee in accordance with clause 3 above.

5 THE SERVICE

5.1 In providing our services to you:

- 5.1.1 we will use our reasonable skill and care;
- 5.1.2 we have the necessary competence to provide the Services and a working knowledge of the legislation and rules relating to the regulated claims management services;
- 5.1.3 our staff have the necessary training and competence to perform their duties; and
- 5.1.4 we will only advise you to pursue a Claim if we consider that it is in your best interests to do so.

6 CONFIDENTIALITY, IP AND DATA PROTECTION

6.1 We are under a professional duty to keep your affairs confidential and, in any event, we place the utmost importance on keeping all of your affairs confidential. The data controller in respect of any personal data that you provide to us is Get Claims Advice Ltd and we process the personal data that you provide to us in accordance with our privacy policy ("Privacy Policy").

6.2 Certain information that we provide to you is provided in confidence and may not be supplied to third parties. Where a report or document that we have prepared for you needs to be supplied to a third party by you, we reserve the right to stipulate the terms of any disclosure and/or to insist that the third party contracts directly with us before receiving such report or document.

6.3 We use the information you provide to us primarily for the provision of claims management services to you and for related purposes. Our use of that information is subject to your instructions, relevant data protection laws and our duty of confidentiality. Our work for you may require us to give information to third parties such as solicitors and other professional advisers and/or service providers, and our Privacy Policy sets out how we use your personal data.

6.4 Our Privacy Policy sets out the rights that you have under data protection legislation in respect of the personal data that we hold about you.

6.5 We may share your personal data with selected third parties including our business partners, suppliers and sub-contractors for the performance of any contract we enter into with you.

6.6 We own and retain all intellectual property rights in the work that we do for you (including, but not limited to, documentation). We hereby grant you a non-exclusive, revocable licence to use such work for the purposes for which we have provided it, but for no other purpose.

7 CANCELLATION

7.1 You have a right to cancel your instructions to us (by telephone, letter, fax or e-mail) within 14 days of the day after the date that we accept your Terms of Business. If you cancel the contract within the Cooling-off Period, but you instruct us to, and we do, carry out an item of work during the Cooling-Off Period before you have cancelled:

7.1.1 if we have not performed the requirements set out in clause 2.7 above, then you will be liable to pay our reasonable costs for that work we have performed at a rate of £90 inc VAT per hour to a maximum of a total value of £900 inc VAT; and

7.1.2 if we have performed the requirements set out in clause 2.7 above, then clause 3.9 above would apply and you may need to pay us Success Fees after termination; entirely at our discretion. However, subject to the above points, if you exercise your cancellation right, you would not be charged for the Services.

7.2 If you are ending this Agreement for a reason set out in this clause 7.2, this Agreement will end immediately and we will refund you in full for any Services which have not been provided and you may also be entitled to compensation. The reasons are:

- **7.2.1** there is a risk that supply of the Services may be significantly delayed because of events outside our control;
- **7.2.2** we have suspended supply of the Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than one month; or
- **7.2.3** you have a legal right to end the contract because of something we have done wrong.

7.3 Even if we are not at fault and you do not have a right to change your mind as the Cooling-off Period has passed (see clauses 7.1 and 7.2 above), you can still end this Agreement before it is completed, but you may have to pay us in accordance with clause 3.9 above. If you want to end this Agreement before it is completed where we are not at fault and you have not changed your mind during the Cooling-off Period, just contact us to let us know. This Agreement will end immediately, but clause 3.9 above will apply regardless of termination if we have performed clause 2.7 above (entirely at our discretion) at the time of termination. If we have not performed clause 2.7 (entirely at our discretion) at the time you terminate this Agreement, then we may charge you reasonable compensation for the provision of the Service up to the point of cancellation, chargeable at a rate of £90 inc VAT per hour to a maximum of a total value of £900 inc VAT; the amount will be in proportion to what has been supplied, in comparison with the full coverage of this Agreement.

7.4 We can cancel this Agreement if you materially breach any of your responsibilities and you fail to rectify your breach within 28 days of us telling (which we will attempt to do by both telephone and post); if we cancel this Agreement for that reason, entirely at our discretion:

7.4.1 if we have performed the steps set out in clause 2.7 above, then clause 3.9 above will apply and you may need to pay us Success Fees after termination; or

7.4.2 if we have not performed the steps set out in clause 2.7 above, then we may charge you a reasonable compensation for the provision of the Services up to the point of cancellation, chargeable at the rate of £90 inc VAT per hour plus VAT per hour to a maximum of a total value of £900 inc VAT. The amount will be in proportion to what has been supplied, in comparison with the full coverage of this Agreement.

7.5 To cancel this Agreement, please let us know by doing one of the following, in person, verbally, by telephone, by post or via email:

- **7.5.1** Call us 01204 205 061 or email us at help@getclaimsadvice.co.uk, providing details of your name, home address, details of the Claim and, where available, your phone number and email address;
- **7.5.2** Complete the cancellation form and post it to us at the address on the form, or simply write to us at that address, including details of your Claim and your name and address.

8 STORAGE OF PAPERS AND DOCUMENTS

8.1 We are entitled to keep all your papers and documents (whether in physical or electronic format) while there is money owing to us by you. On conclusion of a claim, we will, in most cases, keep our file of papers (except for any of your papers which are returned to you) for no more than 6 years, although in some cases we may keep the file for up to 12 years. We will keep the file in our archive storage on the understanding that we have the authority to destroy it in no less than 5 years after the date on which you or your pension scheme (if applicable) receive payment of compensation in respect of your Claim. We will not destroy documents which you ask us to deposit in safe custody, although we reserve the right to charge for such long-term storage.

8.2 If we retrieve papers or documents from our archive storage we will not normally charge for such retrieval (although we may pass on any third party costs which we incur). However, we may make a charge based on time spent providing stored papers or documents to you or another at

your request. We may also charge for reading, correspondence or other work necessary to comply with the instructions given by you or on your behalf.

8.3 External firms or organisations may conduct audit or quality checks on our business. These external firms or organisations are required to maintain confidentiality in relation to your files.

9 COMPLAINTS

9.1 We are confident of providing a high quality service in all respects. Our aim is to give all clients a quality service, advice and representation in a courteous and friendly manner, to explain what we are doing on your behalf and why, and regularly to report the progress of your matter to you.

9.2 If you have a complaint, please ask for a copy of our complaints procedure. You may make a complaint by contacting us in the following ways:

- **9.2.1** 01204 205 061;
- **9.2.2** help@getclaimsadvice.co.uk; or
- **9.2.3** 1st Floor, Bayley House, St Georges Square, Bolton, BL1 2HB.

9.3 We will acknowledge your complaint within five days, giving you the name or job title of the individual handling the complaint for us, together with details of our internal complaints handling procedures.

9.4 We will seek to provide a full response within four weeks; if we are unable to do so we will issue and send a final response within eight weeks of your initial complaint.

9.5 We will investigate any complaints using a person of sufficient competence who, wherever possible, is not directly involved in the matter which is the subject of your complaint.

9.6 If you are not satisfied with the handling of your complaint, or we do not respond within eight weeks, you may refer the matter to the Financial Ombudsman Service.

9.7 If you have a complaint in respect of Claims Management Services, you can complain to the Financial Ombudsman Service as follows:

- **9.7.1** calling them on 0800 023 4567;
- **9.7.2** write to them at Financial Ombudsman, Exchange Tower, Harbour Exchange, London, E14 9SR;
- **9.7.3** visiting the website at [http:// www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk);

9.8 To report a complaint to the Financial Ombudsman Service, you must do so within either six years of the problem leading to the complaint happening, or three years from when you found out about it, you must also refer your complaint to the Financial Ombudsman Service within six months of our final response to your complaint. If you do not meet those timelines, the Legal Ombudsman may not be able to help you.

10 LIMITATION OF LIABILITY

10.1 You are a consumer, and nothing in this Agreement (including, without limitation, this clause 11) affects or limits your statutory rights.

10.2 If we fail to comply with this Agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this Agreement or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.

10.3 We only provide services to you, as a consumer, for domestic and private use. You agree not

to use our services for any commercial, business or re-sale purpose, and, subject to clause 11.4 below, we shall have no liability for any loss of profit, loss of business, business interruption or loss of business opportunity.

10.4 We shall not exclude or limit liability for:

- **10.4.1** our fraud;
- **10.4.2** any breach of the terms implied by sections 13 to 15 of the Supply of Goods and Services Act 1982;
- **10.4.3** the Consumer Rights Act 2015;
- **10.4.4** the Consumer Protection (Amendment) Regulations 2014;
- **10.4.5** any consumer rights under the Misrepresentation Act 1967 that cannot be excluded or limited at law; and
- **10.4.6** any other liability which cannot be excluded or limited by applicable law.

11 COMMUNICATION BETWEEN YOU AND US, AND US AND THIRD PARTIES

11.1 We will communicate with you by whatever means are appropriate in the circumstances. We may write to you, telephone you, fax you or email you at the address, telephone number, fax number or e-mail address that you have given to us.

11.2 If we communicate with you by email, please note that email, and the Internet in general, is not secure and is subject to error and interruption. Emails may sometimes not be delivered or received, and may end up in the hands of third parties.

11.3 Please inform us of any changes in your contact details immediately so that we can amend our records. Subject to paragraph 11.4 above, we shall not have any liability for losses arising out of our communications to you that are received by any third party.

11.4 In certain circumstances it may be necessary for us to communicate with other professionals who act for you. By instructing us, you are giving us consent so to communicate. You may withdraw this consent at any time by notifying us in writing.

12 THIRD PARTY RIGHTS

12.1 This Agreement is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end this Agreement or make any changes to these Terms of Business.

12.2 The services that we provide to you are for your benefit only. You shall not make the work we do, including, but not limited to, any advice we give to you, available to any third parties, and, subject to paragraph 11.4 above, we shall have no liability if any third party relies on such work.

12.3 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

13 GENERAL

13.1 The services that we provide to you will be based on the instructions (and information documentation) that you provide to us. Subject to paragraph 11.4 above, we shall not have any liability for the consequences of any delay or failure by you in providing such instructions, information and documentation.

13.2 If we fail to insist that you perform any of your obligations under this Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean

that we will automatically waive any later default by you.

13.3 Each of the provisions of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining provisions will remain in full force and effect.

13.4 Nothing in this Agreement shall constitute a partnership or employment or agency relationship between us and you.

13.5 This Agreement and any other dispute or claim arising out of or in connection with it or its subject matter or formation (including, but not limited to, non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

13.6 You submit to the exclusive jurisdiction of the English Courts to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation, except where, by law, such dispute or claim must be brought in the jurisdiction in which you are domiciled, or where the relevant law contains mandatory provisions that override such exclusive jurisdiction.

NAME	SIGNATURE	DATE
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