

Our Terms of Business & Application Form

If you believe you have received unsuitable financial advice on an investment, a personal pension, SIPP, SSAS, PPI or a mortgage you may be entitled to receive compensation.

NO WIN NO FEE AGREEMENT*

Complete this form if you would like us to help you to pursue a claim for compensation because you believe you received unsuitable financial advice.

Remember you can make a claim yourself or make a complaint without using a professional firm like us. You do not need to use a third party to make a complaint to a company or to make a claim against the Financial Services Compensation Scheme (FSCS) or refer a complaint to the Financial Ombudsman Service (FOS).

If you contact the FSCS or FOS directly they can help you make a claim or complaint. In some cases you need to contact the firm first and FOS will let you know if this is the case. There are sometimes time limits in making complaints so do not delay taking action.

Your Details:

Full Name	
Address	Date of Birth:
	Postcode
National Insurance Number	Email Address

Investment / Pension / Mortgage / PPI Details:

What advice did you receive?	
Reference Number	Date You Received Advice:
Address of Provider	
	Postcode

Further Details:

What was unsuitable about the advice?

What company gave you advice?

Date you received advice from the company. (DD/MM/YY)	Can you provide copies of the letters sent to you? If Yes - please enclose copies of relevant documents. <input type="radio"/> Yes <input type="radio"/> No
Financial Adviser Company name	
Financial Adviser Company Address	
	Postcode
Phone	Email
Individual Adviser Name:	

We are required to confirm your identity and address with three documents. Please tick to indicate these are included.

- ☐ Valid Passport ☐ Valid Driving Licence ☐ Original Birth or Marriage Certificate
- ☐ Utility bill or bank / mortgage / credit card statement dated within the last three months

This document sets out the Terms of Business for the appointment of Complaints SOS Limited to act as an intermediary on your behalf in all aspects of establishing, administering and negotiating any claim.

How They Apply

These terms and conditions apply when Complaints SOS Limited enters into an agreement with you to provide claims management services.

Definitions

“The Company” means Complaints SOS Limited.

“The Client” means the person(s) signing this form and who we will act for in making a claim.

“Letter of Authority” means the document to be signed giving us authority to communicate with the Provider on your behalf and which may also appoint us to obtain further information from other relevant third parties.

“The Provider” means a financial institution, which has provided you with a financial service, financial advice or provided a product such as a pension scheme or mortgage.

“Compensation” means the total payment to the Client made by the Provider(s) in respect of each claim arising from the mis-sale of financial or pension investments or product, unsuitable advice or a related financial service, financial advice or products. This compensation can be paid by the Provider to the Company or direct to the Client.

“Fees” means the fees payable by the Client to the Company for each successful Claim that results in Compensation being paid by the Provider (see Our Fees section for details). If we do not secure Compensation on your behalf, no fee will be payable to the Company unless you cancel after 14 days of signing this form then a fee may apply.

What We Will Do

The Company shall, following receipt of all completed forms and information, assess whether there is a claim arising from the mis-sale of financial or pension investments or products, unsuitable advice or a related financial service, financial advice or products. The Company will pursue an appropriate remedy, usually in the form of a claim or claims for compensation on behalf of the Client against the Provider for each claim. This may involve going to the Financial Ombudsman Service (FOS) or the Financial Services Compensation Scheme (FSCS).

In order to pursue your claim, we will require your personal and financial details. We may need to request your personal details, in the form of a data subject access request, from the provider. This information will be used specifically for the purpose of pursuing your claim and we will normally meet the costs of obtaining this.

We will also pursue claims on any related services or products to the ones given to us by you. If you do not wish us to pursue any linked claims please advise us in writing. It is possible for the Client to pursue a claim themselves. In signing this form we are assuming the Client is aware they can pursue claims or complaints without assistance.

Your Obligations

You agree to fully co-operate with us should we require further information from you during the course of the investigation into your claim or complaint. This includes all documentation in your possession relevant to the complaint or claim. Further, you agree to provide us with complete and accurate details relating to your complaint or claim. By appointing the Company you agree to instruct us to act on your behalf and to do so with us as your sole representative. You agree to notify us immediately if you communicate directly with the provider or with the Financial Ombudsman Service or Financial Services Compensation Scheme for the duration of this contract without our knowledge. If you have a successful claim you may be entitled to recover interest on the refund at a rate of 8% per annum. In the majority of cases the interest element of the compensation payment will be paid over to the Company net of basic rate income tax. If the amount is received gross, you may be liable to pay some income tax on the interest element depending on your personal tax circumstances.

The Company accepts no liability for payment of the Client's income tax or for the provision of tax advice. We will normally ask that any documentation sent to us in support of your claim is in the form of copies. Where we obtain originals, we will endeavour to scan these and return them to you as soon as possible. The Company cannot guarantee the safe return of original documents owing to circumstances beyond our control.

Litigation

In some cases, we may be unable to obtain compensation via the FSCS or FOS and the only avenue for you could be to issue court proceedings to pursue a complaint or a claim against a provider or financial services company. We are not a legal firm so would not deal with court proceedings and it would therefore be necessary to appoint a solicitor with relevant experience. There are risks associated with legal action, you may have to appear in court and you could lose money. By appointing your own solicitor they will advise you on the merits of a claim.

Our Fees

The Client agrees only to pay a fee to the Company if a claim is successful. No fee is payable if no compensation is received. If successful, the Client agrees to pay the company a fee of 30% of any gross compensation amount awarded. For example, if the gross compensation amount awarded by the provider is £10,000, our fee would amount to £3,000 and you would receive £7,000. If the compensation awarded was £25,000 the fee would be £7,500 and you would receive £17,500. If the compensation awarded was £50,000 the fee would be £15,000 and you would receive £35,000. No other fees are payable, however, if you decided to cancel this agreement more than fourteen days after signing, a fee may apply to cover our reasonable costs for the claims management services provided at £35 per hour. If we had obtained a subject access request and reviewed your file, the cost for this work would be £350. This is the maximum fee (ten hours work) you would incur if cancelled after fourteen days.

If we do not secure compensation on your behalf, no fee will be payable to the Company. In the event that the compensation amount is made payable to the Client, the Client agrees to settle the Company's request for payment within 14 days of receiving any payment. In the event of non-payment of our professional fees, the Company reserves the right to recover the costs associated with pursuing any debt the Client owes to us. This would include debt recovery fees and any other administrative cost incurred by the Company. The fee will be charged on the total overall award made from the provider which will include the compensation amount together with all interest awarded.

Termination

The Company may terminate the contract in writing, if we think a claim is unlikely to succeed, or if we find the Client is in breach of their obligations. The Client has the right to cancel this agreement within 14 days of signing our letter of authority and Terms of Business and no fee is payable. The Client has the right to cancel after fourteen days and you may incur costs for the claims management services provided at £35/hour for a maximum of ten hours. Should the Client terminate the agreement after an offer redress has been made, the Company will charge its fee of 30%.

Duration

This contract will endure until any of the following conditions have been met: The Company recovers compensation on behalf of the Client and the Company's invoice has been settled by the Client; The Client has exercised its right to cancel the agreement as set out above or the Company has exercised its right to cancel this agreement.

How we will use your personal information

We collect personal information about you directly and from your Providers as authorised by you on our Letter of Authority. We may also collect further information as a result of managing your claim. We will use your personal information to provide our services to you, and in particular: Prepare documentation and contact Providers and; Complete any documentation requests the Financial Ombudsman Service or Financial Services Compensation Scheme may make. Your information will be stored and handled in compliance with GDPR and the DPA 2018.

Liability

If the Company fails to perform its service with care and skill it will carry out remedial action at no extra cost to the Client. The Company shall not be liable to the client or deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Company's obligations if the delay or failure was due to cause beyond the Company's reasonable control.

Applicable Law and Jurisdiction

These terms and conditions shall be governed by the law of Northern Ireland.

Client Declaration

It is important you read and understand the terms and conditions set out above before signing below. Please get in touch if you are unable to read or understand anything in our paperwork before you sign. It is also important you understand if the Company is not successful in recovering compensation you will not pay a fee. You may pay a fee if you cancel after fourteen days. You can pursue this matter yourself or appoint a solicitor to do this on your behalf as you do not necessarily need to appoint us to pursue a claim or complaint to the FSCS, FOS or a provider.

Signed	Date
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