



## PENSION CLAIM SERVICE – Terms of Engagement

6<sup>TH</sup> FLOOR | FOUNTAIN HOUSE | FOUNTAIN STREET |  
MANCHESTER | M2 2EE

### DRSP Terms of Engagement (ToE)

Only sign the Letter Of Authority (LOA) if you agree to be bound by these Terms.

#### 1. Claims Services

- We will not commence the service or proceed with your claim(s) until we receive your signed instruction in the form of the LOA.
- We will make all endeavours to obtain the relevant information from your provider, lender or advisor about your investment.
- We will do this by sending them an Access Request under the Data Protection Act 2018.
- If there is no investment this Agreement comes to an end.
- You authorise us that this agreement will continue, on any claim on any investment or pension we identify as being a viable claim until this agreement is terminated.
- By signing one LOA it will allow us to pursue all investments or pensions held with that provider which may result in multiple claims upon which successful claims would incur a fee.
- We will investigate all information provided by you, your provider and the Ombudsman in order to pursue all viable claims for compensation.
- We will contact you during the course, of the claim at each important stage, as described in the Key Information document.
- We contact you by the methods given at the outset of our agreement. These may be by letter, phone, text or email, or a combination of all four.

#### 2. Your Responsibilities.

- You must provide all information reasonably requested as soon as possible. In the event that, you no longer have the information you must inform us as soon as you realise this.
- You can terminate the agreement at any time by email, letter or telephone. We do not charge a cancellation fee. If you cancel but an offer is received within 10 working days however, the full fee will become due.
- You have been made aware that you can process a claim yourself and complain direct to the Ombudsman free of charge, but by signing the LOA you are agreeing to us acting exclusively for you and to pay the agreed fee for any claim we successfully pursue on your behalf.
- You will be asked to complete a questionnaire and that the answers you give must be honest and accurate as far as you can given the passage of time.
- You must keep us informed of any changes of contact details. We will not be liable for loss of contact if you fail to keep us informed of your up to date contact details.
- In the event that the provider, lender or advisor contacts you during the claim process, you are required to inform us as soon as possible as to the content of the communication and forward a copy of any document received.
- You will be required to pass to us details of a UK bank account that any funds owed to you must be paid into. Funds are released from the Client Account within two days of them clearing. If no bank details are provided a cheque will be sent by Royal Mail payable to the person who signed the LOA. And whose name the investment was in.
- You agree to the assignment of this agreement and all its benefits to any third party or subcontractor in the event of the business being sold, transferred or closed down.

#### 3. Compensation

- In the event that you are an undischarged bankrupt or in another insolvency arrangement the compensation will be paid to your Trustee or Supervisor. In this event you will not be charged a fee, our fees would be payable by your Trustee / Supervisor. DRSP will discuss this directly with them.



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- In the event of any pension compensation being paid directly into your pension by your provider your fee would still be payable. In this event we would discuss a payment plan with you.
- If your compensation includes interest, you may be liable to tax being payable to HM Revenue & Customs. The responsibility to disclose and pay any tax due remains with you.

#### 4. DRSP Fees.

- All successful investment and pension claims attract a fee of 30% of the compensation value, whether paid directly to you or paid into an investment such as your pension. On top of that fee we are required to charge VAT at the current rate at the time of raising your fee invoice which is when the compensation is paid to you or to us. Once an offer has been received and agreed by you or by us the fee is applied to the claim and becomes payable. It is payable on receipt by you unless you are exempt. If the compensation is paid directly to DRSP's client account, you authorise by signing the LOA that DRSP can deduct its due fee first and pay the balance to you. In the event of non-payment, we reserve the right to refer your case to a collection's agency for the purposes of recovery and/or legal action and additional charges may be added to your account.

**Examples** (these are not estimates of how much you will receive they are examples of how the fee system works)

- Compensation is £1,000, the fee is £300 plus VAT £60. This means the amount payable to DRSP is £360 leaving a balance of £640 payable to the customer.
- Compensation is £3,000, the fee is £900 plus VAT £180. This means the amount payable to DRSP is £1,080 leaving a balance of £1,920 payable to the customer.
- Compensation is £10,000, the fee is £3,000 plus VAT £600. This means that the amount payable to DRSP is £3,600 leaving a balance of £6,400 payable to the customer.

#### 5. Data Processing

- DRSP is a controller and processor of your data. We only collect the data we need to satisfy your claim. We process your data under the lawful basis of contract as we are required under this agreement to share data with your provider, lender and advisor in order to pursue the claim(s) on your behalf. We do not use the data we collect for external marketing purposes. We will only contact you if legislation changes meaning that you would benefit from further enhanced claims this is called a legitimate basis. We will contact you using only the methods you have provided us with. We retain data for all successful claims for a minimum of six years.
- Recorded calls are retained for 12 months. To read your full rights concerning your data please visit [www.drspclaims.co.uk/Privacypolicy](http://www.drspclaims.co.uk/Privacypolicy)

#### 6. Complaints

- You have the right to make a complaint at any time by contacting us by email, phone or letter. A copy of our complaint procedure is on [www.drspclaims.co.uk](http://www.drspclaims.co.uk) or call 0800 849 5078 for more information or a copy of our complaint procedure.

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

REF NO: \_\_\_\_\_