



Infinity Claims Management

By completing, signing and returning the Form of Authority you are appointing Infinity Claims Management to complete your Free Check for mis-sold SIPP/Investment/Annuity, unfair/unlawful charges, excessive secret commissions, and/or other financial irregularities and agree to be bound by these Terms of Engagement. You don't need to use our services to achieve financial redress you can use the services of the Financial Ombudsman Service without incurring further charges.

1. What WILL Infinity Claims Management do for the Free Check?

- Contact and deal with the financial institution to whom the Form of Authority is addressed so as to make a data subject access request ("DSAR"). You understand you could have done this yourself but have chosen to use the services of Infinity Claims Management.
- Rely on the information and documents provided by you as being to the best of your knowledge, true, complete and accurate.
- Endeavour to notify you, free of charge, when any of your policies or accounts we locate included SIPP/Investment/Annuity unfair/unlawful charges, excessive secret commissions, and/or other financial irregularities.
- Try to notify you of any mis-sold SIPP, Investment or annuity, excessive secret commissions, and/or other financial irregularities is/ are not identified on any policy or product.
- If mis-sold SIPP/Investment or annuity, unfair/unlawful charges, excessive secret commissions, and/ or other financial irregularities is/are found you may choose to utilise the claims service provided by Infinity Claims Management as outlined in 2 below, or you may choose to complete the claim yourself.

2. What WILL Infinity Claims Management do for you?

- If Infinity Claims Management finds mis-sold SIPP/Investment or annuity, unfair/unlawful charges, excessive secret commissions, and/or other financial irregularities after conducting the Free Check. In order to undertake this free check we will require you to complete a Questionnaire and sign a Letter of Authority to allow us to obtain information on your behalf from other parties. We will not process your claim until we receive your instruction to commence a claim for mis-selling of SIPP/Investment or annuity, unfair/unlawful charges, excessive secret commissions, and/ or other financial irregularities either by returning

the completed documentation sent to you for completing on advising you we have found mis-sold SIPP/Investment or annuity unfair/unlawful charges, excessive secret commissions, and/or other financial irregularities or by confirming over the phone your wish to engage the services of Infinity Claims Management to make a claim on your behalf. Completing the documentation or giving a telephone instruction to make a claim is your instruction to Infinity Claims Management to pursue the claim(s) on your behalf and you agree to be bound by these Terms of Engagement.

- Following receipt of your instruction, Infinity Claims Management will conduct a short consumer questionnaire with you which will enable us to assess your claim, and if appropriate, pursue a claim for the recovery of your losses, including any unfair/ unlawful charges. We will ask you to sign a Letter of Authority which will allow us to gain point of sale documentation.
- Deal with all areas of your claim, including all correspondence and negotiations where required with relevant companies and/ or institutions. It may be necessary for us to obtain further signed documentation to make this possible.
- We may instruct Stonehewermoss Solicitors of Northwich, Cheshire to act on your behalf. We will pass all information that you have provided to them We will meet all costs in respect of the Solicitor and costs associated with any legal action.
- If needed, and with your consent, we will pursue your claim with the Financial Ombudsman Service, the Financial Services Compensation Scheme (or other regulatory body) at no additional cost to you.
- Inform you of any/all offers of settlement we receive, evaluate them and inform you in writing whether we consider you should accept or reject the offer.
- Always act in your best interests when pursuing your claim(s) and achieving for you the best results realistically obtainable.
- When the payment is made directly to you, we

will forward an invoice to you for payment within 14 days of receipt of funds.

3. What WON'T Infinity Claims Management do for you?

- Guarantee to win a claim we accept and pursue.
- Give/offer you financial and/or legal advice.
- Pursue a claim that in our opinion has no realistic chance of success or economic level of redress, and we reserve the right to cancel this Agreement if we form this opinion.
- Tell you to accept an offer we consider insufficient or to reject an offer we consider adequate. We reserve the right to cancel this Agreement if you decide to accept an offer of Redress we consider insufficient or reject an offer we deem to be adequate.
- Accept an offer of Redress on your behalf without your agreement.
- Take your case to court (although we will inform you if we think you should).

3. What do we require you to do?

- Provide all relevant information we may request without delay, to enable us to pursue your claim efficiently.
- Fully cooperate with us and not to mislead us or ask us to act in an improper or unreasonable way.
- Provide details of who to contact with the results of the Free Check.
- We will provide an itemised bill showing any cancellation charges setting out the charges, it will itemise our charges and how they are calculated.

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Infinity Claims Management

You agree that such person shall have full permission to authorise us to proceed with any potential claim identified as a result of the Free Check even if such person is not the policyholder.

- If you do not return the Questionnaire by post but complete it over the phone with Infinity Claims Management, we advise that you should carefully review the Terms of Engagement prior to undertaking this phone call.
- Read all claims documentation carefully and retain copies of them.
- Provide us with, and ensure that we have, exclusive authority for the duration of the contract: (a) to pursue your claim, (b) to enter into correspondence and negotiations on your behalf,
- If payment is made directly into your bank account, you must pay our invoice within 14 days of receipt of funds.

4. Data Protection

We will hold, control and process your personal information in accordance with the Data Protection Act 2018. By providing your personal information to us, you explicitly authorise us to process the information for the purposes set out in this paragraph. You can, at any time, request a copy of all information we hold relating to you by writing to us (a written Data Subject Access Request in accordance with the Data Protection Act). We will use the personal information you provide to assess your claim and carry out our duties in accordance with this Agreement. We may share your personal information with other companies if necessary during the process of your claim for Redress. If you provide information to us about another party, you confirm that such party authorised you to do so and consents to our processing that personal information. We reserve the right to assign the fulfilment of any of the responsibilities under this agreement to a third party. We will not do so without informing you in writing, and in such event, it will be necessary to send your personal data to such third parties in order for them to perform their services.

5. Our Fees

If we do not succeed in obtaining Redress, you pay us nothing.

"Redress" means the total commission redress offered by the lender, prior to HMRC's deduction, whether paid in cash or on any outstanding balance on your finance with the lender. Please be advised that 8% statutory interest may be added to your settlement

which is subject to income tax

We charge 30% of any Redress offered by your lender, so if the Redress awarded is £5000, our fees would be £1500.

Without exception, all invoices must be paid in full within 14 days of receipt of funds. We reserve the right to charge an administration and collection fee for late payments of £20 per case up to a maximum of £120.

Example	
Total Compensation	£5000.00
Total Fee Charged @30%	£1500.00
Consumer receives	£3500.00

Debt Recovery

The costs of any third-party debt recovery and County Court action will be added to the outstanding debt together with statutory interest, pursuant to Section 69 of County Courts Act 1984 until the debt is paid in full.

6. Cancelling & Termination

Commencing on the date you sign our Letter of Engagement or authorise us to look into making a complaint on your behalf, whether in writing, telephone or email, you have 14 days to cancel this Agreement and Authority to act. In such event, you may cancel without charge ('Cooling-off Period'). To exercise your right to cancel you must inform us of your decision to cancel by making a clear statement by letter, email, telephone or you can also use the cancellation form available on our website (but you are not obliged to use this.) If you provide your notice of cancellation in writing, please ensure this is sent to Infinity Claims Management, 4 Barn Meadow, Northwich. CW8 4XD and we would strongly advise you to retain proof of postage of this notice.

You may cancel this Agreement by informing us of your decision to cancel at any time. If you cancel this Agreement outside the Cooling-off Period, you may be responsible for payment of our fees. If we have not succeeded in obtaining Redress for you by the date of cancellation, we reserve the right to invoice you for administration costs charged at the rate of £60 per hour up to a maximum fee of £300 per complaint. If this Agreement is cancelled (by either party) when

an offer of Redress has been made which is consistent with the Financial Ombudsman Service or Financial Conduct Authority guidelines, we will enforce our charges as specified in Section 6 above. There will be no cancellation fees payable on a specific case if you cancel prior to the completion of the Free Check for that lender. We can cancel this Agreement at any time, by notifying you in writing. There will be no fee payable if we tell you your claim is unlikely to succeed, and you have fulfilled your obligations as laid out in Section 4 of this Agreement.

This fee is charged to cover the cost of administering your case such as requesting information from your Provider/Financial Advisor and any other technical input that is required to move your case forward. We will provide you with an itemised Invoice detailing the costs involved should any charge apply.

7. How will Infinity Claims Management collect our fees?

You are responsible for the payment of our fees within 14 days of receipt of funds for the agreed settlement. Your award could come in several different ways.

How your redress will be paid.

In most many cases the company will send the cheque directly to you. In the event this happens, you should notify that the funds have been received. We will forward you an invoice for payment within 14 days.

8. Excessive Commission

- The FCA has advised all firms to write to customers who previously complained about mis-sold SIPP/Investment or annuity and were rejected, and who may now be eligible to make a commission related complaint. Customers can make the claim themselves or use a claims management company like Infinity Claims Management to do it for them.
- Redress is paid on the balance of any undisclosed commission above 50% along with the interest accrued, and, in many cases, a further interest of 8% on this figure.

Complaints Procedure

How can I make a complaint?

A complaint can be made by any reasonable means, either by letter, telephone or, email. You can complain in writing to: Infinity Claims Management Ltd, 4 Barn Meadow, Winnington, Northwich. CW8 4XD or by telephone:

0845 860 1956 or by email:

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martyn@infinityclaims.com

What happens next?

On making a complaint you will receive an acknowledgment either in writing or by email within 5 working days of receipt. Our Customer Relations Department will thoroughly investigate your concerns and a full and final response will be issued within 8 weeks. All complaints will be investigated by a person of sufficient competence who was not directly involved in the matter which is the subject of the complaint. Whoever investigates the complaint will have the authority to settle the complaint. If, after 8 weeks, we are not in a position to issue a final response we will provide reasons for the delay

and indicate, in writing, when we expect to be able to issue our final response. Where we decide that redress is appropriate, we will provide you with fair compensation for any acts or omissions for which we are responsible and will comply with any offer of redress which you accept.

If we do not hear from you within 14 days of receiving our response, we will assume that your complaint has been resolved and your file will be referred back to the relevant department.

I'm not satisfied with the response - what can I do?

If you have received our final response and still consider your complaint to be unresolved

you have the right to refer your complaint to the Legal Ombudsman. The Legal Ombudsman can investigate complaints up to 6 years from the date of the problem happening or within 3 years of when you found out about the problem. You have 6 months after our final response has been issued to complain to the Legal Ombudsman. You can contact them as follows:

- In writing: Legal Ombudsman, PO Box 6804, Wolverhampton WV1 9WG
- By telephone: 0300 555 0333
- By email: cmc@legalombudsman.org.uk
- Website: www.legalombudsman.org.uk/cmc

You should read carefully before signing and retain a copy of the documentation.

Client 1 Name: _____

Clients Signature: _____

Date: _____

Client 2 Name: _____

Clients Signature: _____

Date: _____

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Registered in England and Wales. Company No 11374412 Registered address: 4 Barn Meadow, Northwich. CW8 4XD
Tel: 0845 860 1956