

◉ FSCS reference PB22-QVKF

Please quote our reference when contacting us



Retirement Capital
Office 12
Venture Wales Building
Merthyr
Tydfil
CF48 4DR

0000042



Financial Services
Compensation Scheme

Call

0800 678 1100 (free)

Email

claims@fscs.org.uk

Write

PO Box 300
Mitcheldean
GL17 1DY

Visit

www.fscs.org.uk

◉ 19 July 2023

Dear Sir or Madam

We need some information from you

- ◉ We're dealing with a claim from Mr Gary Heath about their Pension.
- ◉ We need full, up-to-date details to consider their claim.

The customer's details

Name: Mr Gary Heath

Date of birth: 3 June 1960

National Insurance (NI) number: WK995737D

Address: 22 Camelot Way, Narborough, Leicester, Leicestershire, LE19 3BT.

We wrote to you on 21 June 2023 and 5 July 2023 about Mr Gary Heath's claim. As we haven't heard from you, we enclose a copy of their permission to allow you to send us this information. As you know, our rules say that firms must deal with FSCS in an open, collaborative and timely way.

The information we need

- A copy of the investment portfolio application form.
- The fund and transfer values of the investment portfolio dated as at 1st April 2023, including details of any penalties or charges that would apply upon transfer.
- For the investment portfolio within the policy please list the full history of any IFAs or servicing agents associated with the plan including dates, their address and SIB/FSA/FCA number.

Where you are in the
claims process

- Making first contact
- Completing the application
- Investigating the claim
- Getting the decision
- Dealing with any issues



DECLARATION AND YOUR PERSONAL DATA

Please read the following Declaration and Your Personal Data sections carefully.

Please take 'I' and 'my' to include each of you for joint claims.

Declaration

- I declare that all the details submitted in and with my application form are true and correct, and that I have included all relevant facts and evidence in relation to such application.
- I declare that I have not received any payments in connection with the losses I am claiming for except those I have already notified to FSCS, and that I have not made any claims to any third parties for these losses, nor do I expect to receive any future payments other than from FSCS. If I do receive any such payment I will pay it to FSCS.
- I declare that my investment giving rise to this claim was not connected with money laundering or any criminal activity.

Your Personal Data

Please read this section of your application form carefully. Please take "I" and "my" to include each of you for joint claims.

FSCS may collect, store and process the information you provide in this application. This may include your name, contact details (including your address, email, telephone, fax and mobile numbers), bank details, employment details and information about your current and historic financial position.

FSCS needs this information to process your claim, pursue recoveries from firms and others, and for the proper performance of its statutory functions. FSCS may also need to use your information to comply with its other legal obligations.

When using your data for those purposes, FSCS may:

- Outsource activities to third parties that FSCS has agreements with. These activities include processing your claim, pursuing recoveries, or FSCS's other statutory functions, for which the use of your data may be needed. FSCS remains responsible for protecting your personal data.
- Share your personal data with regulatory or government to comply with legal or regulatory requirements, including UK authorities such as HM Treasury, the Bank of England, the Prudential Regulation Authority (PRA), the Financial Conduct Authority (FCA) and the Financial Ombudsman Service (FOS), and overseas authorities where relevant.
- Share your personal data with third parties where this is reasonably necessary for proper performance of FSCS's statutory functions, including processing your claim or pursuing recoveries. These third parties include insolvency practitioners, the firm your claim is against, the firm's principals or representatives, your product provider, or any other third party who may be involved in the matter giving rise to your claim.
- Share your personal data with third parties where it is reasonable to do so for FSCS to carry out its function and associated activities. These third parties would include FSCS's auditors, insurers, legal or other advisers and representatives.
- Share information about you with any representative you have appointed to help with your claim. FSCS will only share information with your representative if you have provided a signed letter of authorisation confirming that you are happy for FSCS to share your information in this way. FSCS will only share information which is necessary to process your claim, pursue recoveries or otherwise assist with the proper performance of FSCS's statutory functions. It is your



Please take 'I' and 'my' to include each of you for joint claims.

If FSCS finds my claim eligible, sends me a compensation payment, and I do not return that payment as specified in the payment letter, I agree and acknowledge as follows:

1. I am claiming compensation for losses arising as a result of FSCS-protected business with the Firm (the Claim).
2. I accept the offer of compensation in full and final discharge and settlement of the obligations of FSCS, under the relevant rules and laws (save that, where compensation is paid on an interim basis, I may become eligible for further compensation in accordance with the relevant rules and laws). I understand that any payment of compensation is payable by FSCS to fulfil my entitlement to compensation from FSCS in respect of the Claim.
3. All my rights against the Firm (or any third party involved in or connected to the Claim) will pass to and be assigned to FSCS absolutely on payment of compensation (or any part of it).
4. All my rights against any other person (which constitute "Third Party Claim" as defined in paragraph 13 below) will pass to and be assigned to FSCS absolutely on payment of compensation (or any part of it).
5. On payment of compensation (or any part of it) I will no longer have the right to make any claim against the Firm or any other person in respect of the Claim or a Third Party Claim, and the right to make any such claims will be vested in FSCS. Any sums that would otherwise be payable to me in respect of the Claim (including any dividend or other payment in a liquidation or compromise with creditors or scheme of arrangement) or a Third Party Claim will be paid instead to FSCS.
6. I will not exercise any right or remedy that I may have or retain against the Firm or any other person arising out of, or in connection with, the Claim or any Third Party Claim, namely:
 - a. to rescind, set aside, avoid or otherwise alter any contract or obligation;
 - b. to set off, or reduce liability in respect of such a contract or obligation; or
 - c. any other right or remedy that is either personal to me or cannot be assigned or both.
7. If I recover any money or assets in respect of the Claim or in respect of a Third Party Claim, I will immediately pay or transfer it to FSCS.
8. If the payment of some or all of the compensation should not have been made for any reason, I will immediately and fully repay to FSCS any such compensation, without any deduction or set-off, plus interest.
9. I will give all reasonable co-operation and assistance that FSCS asks me to give in connection with any investigation or pursuit by FSCS of claims corresponding to the Claim and/or of any Third Party Claim, including providing documents and sworn statements and attending court to give oral evidence where FSCS wishes me to. If I make or give (or have made or given) any false or misleading statement, affirmation, or other evidence, I agree to indemnify and protect FSCS against any loss, liability, expense or cost that it may incur directly or indirectly as a result. Without prejudice to paragraphs 10 and 15 below, I also consent to become a party to any proceedings brought by FSCS in respect of claims corresponding to the Claim and/or of any Third Party Claim if FSCS so wishes.
10. I will give such further help or authority that FSCS from time to time may require to give full effect to the transfer of my rights and/or claims to FSCS under and for the purpose of this agreement. If any assignment in this document is ineffective in transferring any such rights and/or claims to FSCS, then FSCS will still be entitled to benefit from those rights and/or claims and will be entitled to any proceeds of them. All such proceeds will be paid to FSCS. To the extent that any assignment in this document is ineffective in any way, in any respect or to any extent to pass any rights, claims or causes of action to FSCS, I irrevocably and unconditionally appoint FSCS as my agent in respect of such rights,