

► FSCS reference PB22-LGDB
Please quote our reference when contacting us



Cranfords
Venture Wales Building
Merthyr Tydfil Industrial Park
MERTHYR
TYDFIL
CF48 4DR



Call
0800 678 1100 (free)

Email
claims@fscs.org.uk

Write
PO Box 300
Mitcheldean
GL17 1DY

Visit
fscs.org.uk

► 3 March 2020

Dear Sir or Madam

We need some information from you

- We're dealing with a claim from Mr David Kenvyn about policy number Aquamarine Creek LTD.
- We still need full, up-to-date details of the policy in order to consider their claim.

The information we need

We recently wrote to you about Mr David Kenvyn's claim. As we haven't heard from you, we again enclose a copy of their permission to allow you to send us the information and documents. As you know, our rules say that firms must deal with FSCS in an open, collaborative and timely way. Please quote PB22-LGDB when you contact us.

We still need the following:

- Full IFA/servicing agent history with dates, including their address and SIB/FSA/FCA number
- A copy of the original SIPP application form
- A copy of each investment application form
- Confirmation of the original advising agent for each investment purchased
- A full transaction history from inception to present showing all transfers in and out, contributions, investments and disinvestments, charges, income payments and distributions, withdrawals and in-specie transfers
- The current fund and transfer values, and details of any penalty that would apply upon transfer
- A schedule showing the assets currently held within the SIPP along with their value (and where applicable, the unit-holding) of each
- Details of any administration fees or charges applicable upon transfer
- If the plan has been transferred to another provider, please provide details of the value and date of the transfer, as well as the name of the receiving provider (if any assets were transferred in-specie, please provide details)

Where you are in the claims process

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

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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 authorities or 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.



Firm and/or any third parties connected to the Claim or your losses. If you have instructed a claims management company or any third party to act on your behalf in relation to your application for compensation or any such claims, please request that they do the same.

By accepting compensation from FSCS please note that you are agreeing to assist FSCS in the ways outlined below, including by attending Court to give oral evidence if requested at any future point by FSCS.

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



Claimant 2 (If applicable)

Signature

Date (DD/MM/YY)

Print Name

Claimant 3 (If applicable)

Signature

Date (DD/MM/YY)

Print Name

Claimant 4 (If applicable)

Signature

Date (DD/MM/YY)

Print Name

Claimant 5 (If applicable)

Signature

Date (DD/MM/YY)

Print Name



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, claims or causes of action and agree that FSCS may pursue or enforce them on my behalf in whatever manner it considered appropriate.
11. FSCS may give a valid receipt to any person in respect of the Claim and/or any Third Party Claim.
12. FSCS will conduct all proceedings and settlement negotiations regarding claims assigned by me reasonably and with due regard to my interests as well as its own.
13. In this document, "Third Party Claim" means any right, claim or cause of action (of whatever nature) that I have or may have against any person other than the Firm or against any fund or property in the hands of any person other than the Firm (a) in connection with or arising out of the circumstances giving rise to the Claim or (b) otherwise relating to the Claim or to any of the losses in respect of which I am claiming compensation from FSCS.
14. In this document reference to "compensation" are references to compensation paid on an interim or final basis, as the case may be.
15. This agreement and assignment is without prejudice to any rights which FSCS may have or acquire against the Firm and/or any third party and to the extent that such rights conflict with the terms of this agreement and assignment, FSCS may elect, to which election you consent, which rights and claims it shall pursue. For the avoidance of doubt, this agreement shall not in any way prevent FSCS from exercising any of its statutory powers, including (but not limited to) making any determination that the payment of compensation by FSCS to me shall have the effect that FSCS shall be subrogated to all or any part of any rights and claims that I retain at the time of such determination.
16. To the extent necessary to give effect to any right, claim or cause of action by FSCS, this agreement and assignment shall be severable in its terms.
17. This agreement and assignment shall be governed by and understood in accordance with English law and I irrevocably accept the exclusive jurisdiction of the English courts in respect of all matters arising out of or in connection with it.

You must sign below to confirm you are the named Claimant and to acknowledge that you have read, understood, agree to and accept the declaration and all of the terms and conditions above before you can proceed.

Claimant 1

Signature

Date (DD/MM/YY)

Print Name

- 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 responsibility to ensure any representative you have appointed has appropriate security measures in place to protect your personal information which is shared with them by FSCS, and to ensure that they comply with their legal obligations for handling your personal data.

FSCS may also obtain information about you from a third party, where reasonably necessary for the proper performance of FSCS's statutory functions (including processing your claim and pursuing recoveries). This could include, for example, the firm you have made a claim against (or its insolvency practitioner), the FCA, PRA, FOS or your product provider.

By confirming your agreement below, you authorise and instruct any such third parties to release your personal data to FSCS for these purposes.

Further details on the information FSCS collects and how it might be used is set out in FSCS's Privacy Policy. FSCS will only collect and process your data according to its Privacy Policy, and will always comply with its obligations under the EU General Data Protection Regulation ((EU)2016/679).

A copy of FSCS's Privacy Policy can be found here: www.fscs.org.uk/privacy-policy (<https://www.fscs.org.uk/privacy-policy>)

If you require a paper copy of FSCS's Privacy Policy, please contact us.

By signing below, you confirm that you understand FSCS will process your personal data in accordance with its Privacy Policy.

I understand that FSCS will process my personal data in accordance with its Privacy Policy.

FSCS's terms for the offer and payment of compensation: your agreement and acknowledgement

You should be aware that when you sign the legal assignment [this document] (and receive payment or part payment of compensation) you will be transferring all your legal rights against the Firm and any third parties connected to this Claim or your losses to the FSCS. This transfer will apply to your legal rights in connection with all your losses and not just the amount of any compensation we pay to you.

The full assignment terms appear below. No amendments will be accepted without prior written consent from FSCS.

Please note that under this agreement you agree to assign certain of your rights to FSCS. In the event FSCS decides not to pursue recoveries using those rights, then it will, if you request so in writing, reassign those rights back to you.

Please retain any paper or electronic documents that you have relevant to any potential claims that you may have against the

- Full schedule of fees applicable to this policy

Please send the information to the address at the top of this letter within 14 days. Include our FSCS reference number PB22-LGDB so that we know which claim your information applies to. Thank you for your help.

Any questions?

If you have any questions about this letter, please call us on **0800 678 1100 (free)** or email claims@fscs.org.uk, making sure you include the FSCS reference in the subject field so we can allocate and process the email as soon as possible.

Yours faithfully

Customer service team