



GET BACK ON TRACK

endowment compensation centre

ENDOWMENT QUESTIONNAIRE

Name :

Address :

Phone Number :

Complaint Against :

(firm who recommended the policy to you)

When did you take out the policy? :

Lives Assured :

Dates of Birth :

Insurance company policy is with :

Term :

Policy Number :

Sum Assured :

Is your policy still being used to repay your mortgage? :

YES / NO

Have you complained recently? :

YES / NO

If so, what was the result? :



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ENDOWMENT SUITABILITY CHECKLIST

Your advisor should have made sure an endowment was the best way of repaying your mortgage, depending on your financial circumstances at the time and your attitude to risk.

Please tick YES or NO to the following questions :

At the time of advice :

Table with 3 columns: Question, YES, NO. Contains 11 suitability questions regarding mortgage repayment, advisor explanation, investor status, risk understanding, guaranteed pay-off, surplus availability, fees, fact find, affordability, and retirement date.

Please sign and date this form below, and return to us in the prepaid envelope.

Signature and date lines for self and partner.



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LETTER OF AUTHORITY

Dear Sirs

Plan No.....

I / we, the undersigned authorise **Endowment Compensation Centre Ltd** to act on my / our behalf as agents in pursuing my / our complaint(s) in respect of advice received and sales made by your firm. This authorisation includes your agents, representatives and associates of your firm and its predecessors.

Please take this letter as authority requiring you to deal with **Endowment Compensation Centre Ltd** and to provide any information that **Endowment Compensation Centre Ltd** requests as necessary to pursue my / our complaints fully. This authority will endure until further notice.

This letter also gives authority to **Endowment Compensation Centre Ltd** to act on my / our behalf in accepting or rejecting any compensation offered and to refer the complaint to the Financial Ombudsman Service if this is to be believed by **Endowment Compensation Centre Ltd** to be in my / our interests.

I / we also authorise your firm to obtain any information from any other relevant party for the purposes of fully investigating my / our complaint. This includes authority to approach and obtain necessary details from my / our mortgage lender.

Compensation should be in the form of a cheque made out to Endowment Compensation Centre Ltd.

I / we confirm acceptance of this agreement and give full authority to pursue the complaint.

Signature(s).....

Signature(s).....

Print Name(s).....

Print Name(s).....

Date...../...../.....



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**GUIDANCE NOTES FOR ENDOWMENT QUESTIONNAIRE
& CHECKLIST COMPLETION**

1. Please complete one set of forms for each complaint, this includes :

- A - Endowment Questionnaire
- B - Mandate of Authority
- C - Terms of Business Letter

2. Please sign and date forms.

3. Please return forms by placing them in an envelope and using the following
FREEPOST ADDRESS :

**ENDOWMENT COMPENSATION CENTRE LTD
FREEPOST NAT 12965
COATBRIDGE
ML5 3BR**

Please note, no stamp required.

4. Please note, for complaints prior to 29th April 1988 we can only take forward complaints where policies have been sold by Banks, Building Societies or Life Companies themselves.



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TERMS OF BUSINESS

On behalf of a party involved in a dispute regarding the mis-selling of a mortgage endowment policy(ies).

Terms of Business

The client has appointed Endowment Compensation Centre Ltd to provide services in accordance with these Terms of Business for such period as to allow Endowment Compensation Centre Ltd to complete the claim.

These terms and conditions apply only to policies where previous unsuccessful claims have not already been made, either by the client or another appointed agent.

Definitions

'Endowment Compensation Centre Ltd' means the firm appointed to assess the viability of, prepare, submit and negotiate a claim with respect to the mis-selling of an endowment policy.

'Client' means the person(s) for whom Endowment Compensation Centre Ltd has been instructed provide such services.

'Instructions' mean the authority and agreement given by the Client to Endowment Compensation Centre Ltd to act on his behalf in respect of the claim.

'The Company' means the Life Assurance Company or Financial Advisor who sold the policy or gave the advice.

The Client Will:

By completing and signing the Form of Authority give Endowment Compensation Centre Ltd authority to deal with the Company on the Client's behalf and to obtain other relevant information from whatever source.

Deal promptly with every reasonable request by Endowment Compensation Centre Ltd for authority, information and documents and further instructions that Endowment Compensation Centre Ltd may from time to time require.

Promptly inform Endowment Compensation Centre Ltd of any relevant matters affecting the claim..
Not be liable for any charge in respects of the claim if the Company pays no compensation.
Agree to give Endowment Compensation Centre Ltd exclusive rights to action your complaint, unless otherwise agreed in writing by you and us.

Payment for Services

By accepting these Terms of Business agree to the company remitting the full compensation award to Endowment Compensation Centre Ltd and for Endowment Compensation Centre Ltd to retain no more than 25% of the compensation award in respect of fees covering professional services.



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Endowment Compensation Centre Ltd will:

Only undertake claims where Endowment Compensation Centre Ltd believes there is a valid case of mis-selling.

Use reasonable skill and care in the performance of the instructions received.

Rely on information and documents that you provide us with as being true, correct and complete. We will not audit, test or check such information or documents except where this is inconsistent without obligations under the Law.

Undertake to obtain the maximum compensation in those claims, which are pursued.

Accept no liability for an unsuccessful claim for the amount of compensation paid.

Comply with the appropriate Codes of Practice and Guidelines.

Promptly notify the Client if the claim is not to be pursued.

Promptly notify the Client of the outcome of the claim.

As soon as is practical following the settlement of a claim by the Company, make payment of the claim in accordance with the Clients' instructions after deducting from the claim no more than 25% by way of professional fees which would include additional fees and expense in referring the case to the Financial Ombudsman Service if necessary. Our minimum fee will be £200 per Client.

Reserve the right to charge a fee of not more than £250 should the Client subsequently withdraw the complaint once it has been prepared and presented.

Promptly respond to any complaint of the Client and within a reasonable time provide a statement of explanation or a means of rectification.

Treat all your personal information as private and confidential (even when you are no longer a customer) except where we are permitted by Law or where disclosure is made at your request or with your consent in relation to pursuing your claim. You have the right of access under the Data Protection Act 1998 to your personal records held on our files.

Disputes

Any dispute arising between Endowment Compensation Centre Ltd and the Client shall be referred to Arbitration. Upon the application of any party the President of the Chartered Institute of Arbitrators will appoint a suitable Arbitrator. Endowment Compensation Centre Ltd will provide generic unregulated advice.

We will endeavour to handle your claim as efficiently as possible though any complaints you may have should be submitted to the Managing Director of Endowment Compensation Centre Ltd.

Client Name.....

Client Name.....

Client Signature.....

Client Signature.....

Date.....

Date.....