



Where issued as an attachment to an email

This letter is addressed to the email recipient

And is dated with the date of the email

Dear Client

**Financial Products and Services Complaints
Engagement Letter**

Thank you for considering instructing us to act in this matter.

This letter sets out our terms of engagement and is referred to in our general terms and conditions of engagement as our “Engagement Letter”. The terms of the Contract between us will be governed by the Engagement Letter and the General Terms and Conditions of Engagement as well as any Statement(s) of Work.

We are required by Rule 11 of the Conduct of Authorised Persons Rules to provide you with certain pre-contract information. The remainder of this letter will address this information.

The matter for which you are instructing us to act on your behalf originates from a complaint against a firm (“the responsible firm”) about a financial product or service. We are engaged to establish that you have a chance of succeeding in seeking compensation, to determine fair and reasonable compensation, and in assisting you in recovering this compensation. We are therefore required to provide you with honest, comprehensive and objective written information to assist you in reaching a decision as to whether you wish to proceed with the complaint.

No complaint is ever certain to succeed and therefore there is always an element of risk associated with pursuing a complaint. We will carry out a risk assessment as part of our initial consideration of the complaint and will advise you of the level of risk associated with your complaint however, for the purposes of this letter, we are to provide you with general information and a note of the risks involved in making a complaint and, in particular, the possibility of losing money or appearing in court.

We will assess your complaint based upon the information that you provide. We direct you to paragraph 4 of our General Terms and Conditions of Engagement for information on what we will expect of you, in order to assist us in providing our service.

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Following our initial consideration of your complaint, we will provide you with an assessment of the risk in proceeding and our assessment of your chances of success. This will not amount to a guarantee of success but will be based upon an assessment of your chances of succeeding, based upon the information you have provided. If further information comes to light after we have provided you with our initial consideration of your chances of success, we reserve the right to revise our view of your chances of success.

It is also possible that the relevant firm, against whom you bring your complaint, may not be willing to settle your complaint unless you start legal proceedings and therefore there is a risk that you may need to attend court and provide oral evidence about, and be questioned about, your case.

If this has to be considered we will explain to you the costs, delays and risks associated with the court procedure, however we have to make you aware now that there are costs associated with the court proceedings and that you may have to incur these costs, and the costs of a barrister to represent you, before you are able to recover any compensation.

We are required to provide you with details of the services that we provide and therefore we refer you to paragraph 2 of our General Terms and Conditions of Engagement, which explain our services in detail. Clause 2.3 sets out the main elements and for your convenience is repeated here in full :

- 2.3.1 the initial consideration of your complaint and providing you with an assessment of the risk in proceeding and our assessment of your chances of success*
- 2.3.2 determination of what additional information is required and, if you do not have that information, advising you how to obtain it or requesting it on your behalf*
- 2.3.3 advice on what is fair and reasonable compensation and advice as to whether the compensation should include further amounts such as consequential losses*
- 2.3.4 advice on alternative processes that might be available to have the complaint resolved including associated risks, delays and costs*
- 2.3.5 preparation and submission of your claim to the responsible firm, or to any alternative dispute resolution process including the Financial Ombudsman Service, or by starting legal proceedings, putting forward arguments for fair and reasonable compensation on your behalf and management of your case on your behalf; in the event that your complaint against the responsible firm is referred to the Financial Services Compensation Scheme we will assist you in a similar manner*
- 2.3.6 assistance in checking any calculations of compensation offered to you; if insufficient details are provided to enable checking we will assist you by preparing and submitting a request for explanation of the calculations or, if that fails, we will assist you by preparing and submitting alternative calculations so that the results can be compared*

We will require you to enter into a contract before we are able to assess your complaint. You will also be asked to complete an authorisation letter to allow us to approach the responsible firm (and sometimes other bodies) to seek disclosure of documentation held about you and to represent you so that we can take the claim forward on your behalf.

Our charges are set out in paragraph 5 of our General Terms and Conditions of Engagement. If we have agreed to prepare a Statement of Work for that part of the work for which we are willing to quote a fixed cost that is attached. We are also required to provide you with details of any sums we may pay by way of a referral fee to any third party that has introduced you to our business - we confirm that we have not paid a referral fee in this matter.

You have fourteen days from the date of signing in which to change your mind and in which time you can cancel the contract without incurring any costs. This is referred to as the "Cooling Off Period" in our General Terms and Conditions of Engagement. A Cancellation Form is provided by us (appended to the General Terms and Conditions of Engagement) which you may use for this purpose. We will not be obliged to commence any work during the Cooling Off Period but we may, at our discretion, start information gathering.

If you wish to withdraw from the Contract after the Cooling Off Period, clause 15 of our General Terms and Conditions of Engagement will apply and you will have to pay us for the work we have carried out on your behalf.

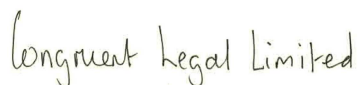
Congruent Legal Limited is regulated by the Claims Management Regulator in respect of regulated claims management activities and our authorisation number is CRM33563.

Please contact us if you have any questions or concerns relating to any matters set out in this Engagement Letter or in our General Terms and Conditions of Engagement.

Please complete the details on the attached Acceptance and Payment Document, sign it, and return one copy to us by way of acceptance of our terms of engagement and make payment of the initial fee to us (if applicable). By doing so you will enter into a contract with us and you will acknowledge an obligation to pay for our services. In the case of a partnership the Acceptance and Payment Document must be signed by all partners.

Please also complete the letter of authority / subject access request using the template.

Yours sincerely



Congruent Legal Limited

Enclosure

Acceptance and Payment Document

Other Documents

General Terms and Conditions of Engagement (including Complaints Handling Procedure and Cancellation Form)

Template Letter of Authority / Subject Access Request

Where Applicable

Statement of Work

ACCEPTANCE AND PAYMENT DOCUMENT

I/We acknowledge an obligation to pay the fees chargeable by Congruent Legal Limited under the contract.

Only if there is an initial fee payable

I/We enclose a cheque for £ (enter amount) made payable to Congruent Legal Limited, or I/We will make payment of £ (enter amount) electronically to Congruent Legal Limited Client Account (or abbreviated to "Congruent Legal CA"), Barclays Bank plc, Oxford City Branch, Sort code 20-65-18 Account 43506185.

I am / We are willing for Congruent Legal Limited to correspond with me / us by electronic mail using the email address written below.

I/We have read the Engagement Letter, General Terms and Conditions of Engagement and Complaints Handling Procedure and any Statement of Work and I/we agree to instruct Congruent Legal Limited on the terms and conditions set out in them.

Name:

Address:

Email:

Signed:

Print name:

Date:

FOR BUSINESS CLIENTS ONLY PLEASE PROVIDE THE FOLLOWING ADDITIONAL INFORMATION
FOR PARTNERSHIPS PLEASE USE A FURTHER SHEET FOR ALL SIGNATURES AND DETAILS

Capacity in which signed:

Residential address of signatory: