

# LETTER OF AUTHORITY

Internal ID:

This letter of Authority will be sent to your finance provider to inform them that you give Accord Associates Solicitors Limited authority to act on your behalf and to obtain any necessary documents, records and agreements that are necessary to progress your motor finance claim(s).

## About You

Name

Previous Names

Date of Birth

Email Address

Telephone Number

## Current Address

Address

Postcode

## Previous Addresses

Address

Postcode

Address

Postcode

Address

Postcode

Address

Postcode

Address

Postcode

## About Your Credit

Lender Name

This authority relates to all information for all credit agreements held with the above-named Lender.

- I have read and agree to Accord Solicitor's documentation, including their Terms of Engagement.
- The commission paid to the Broker by the Lender for arranging my car finance was not fully disclosed to me and I authorise Accord Solicitors to make a claim on my behalf in respect of this.
- I authorise and instruct Accord Solicitors to act as my sole representative in relation to pursuing all my Claims(s) and confirm that I have not already made a claim for this to my lender(s).

I authorise Accord Solicitors to conduct a credit search on my behalf and access my credit report through Rev X Limited to another provider. I agree to Rev X Limited's [privacy policy](#) and terms and conditions. I understand that this will not affect my credit score. I agree for the results of these searches to be provided to Accord Solicitors to confirm the lenders I had car finance with.

- I further authorise Accord Solicitors to raise an information request to the Lender, by way of a Subject Access Request, pursuant to Article 15 of the UK General Data Protection Regulations 2018/ Section 45 of Data Protection Act 2018, for disclosure of any information, car finance details and / or add-ons or documentation which they deem relevant to my Claim(s), which is to be provided and released to Accord Solicitors.

- I authorise Accord Solicitors to accept offers of compensation on my behalf and request payment of any redress to be made directly to Accord Associates Solicitors Limited:

Account Name: ACCORD ASSOCIATES SOLICITORS LIMITED

Sort code: 20-92-63

Account number: 03990982

SIGN HERE:

DATE OF SIGNATURE:

Name:

Address:

Dear

## Client Care Letter

This Client Care Letter, along with our Terms of Engagement explains the terms on which we, Accord Solicitors will be able to assist you should you decide to instruct us. Please ensure that you read these documents carefully as they contain important information about key aspects of our relationship.

If there is anything you do not understand, if you have any questions or if you are unsure how and when we receive a Fee for the work we undertake on your behalf, please contact us.

## Your Claim

You will be instructing us to investigate and pursue a Claim(s) against your Lender(s) in relation to their failure to disclose the commission they paid to the Broker(s) for arranging your car finance agreement(s). These secret commission payments prevented the Broker (car dealer) from acting in your best interests and put them in a position of conflict, which potentially gave rise to an unfair relationship and resulted in you being overcharged for your car finance agreement(s). We refer to this as a Car Finance Undisclosed Commission Claim.

Where you provide instruction for us to investigate and pursue a Claim(s) against a Lender, we will endeavour to identify all car finance agreements that the Lender(s) provided to you, through obtaining credit information from credit reference agencies and the submission of information requests to your Lender(s). Where additional Claims are identified, we will submit a Claim for each agreement where we have instructions to act for you against a Lender and there is merit to do so.

As an outcome of their review into motor finance, the Financial Conduct Authority may impose an industry wide scheme or a specific consumer redress scheme. If you were to opt not to use our services, you are able to submit your Claim(s) to your Lender(s) under any such redress scheme and / or the Financial Ombudsman Service directly, free of charge.

## Who Will Deal With Your Claim

Victoria Roberts is a barrister who will have day-to-day overall responsibility for your Claim(s), should you decide to instruct us. Whilst Ms Roberts will oversee your Claim(s), she will be assisted by other staff (including legally qualified staff) within our business who will be responsible for handling all correspondence with lenders. Our normal hours of business are Monday to Friday, 9am until 5pm. The best way to contact us is by sending an email to: [info@accordsolicitors.co.uk](mailto:info@accordsolicitors.co.uk). Sometimes we ask other companies or people to do certain work for us, such as making telephone calls, file auditing or other work. We will always ensure these outsourced providers keep your information safe.

## Our Fees

If we are successful in obtaining an offer or payment of Compensation, then you pay us a Success Fee which is calculated based on the amount of Compensation offered per car finance agreement in line with the SRA's guidance i.e. the lowest scale possible. The table below details the Success Fee percentage applicable to different bands of Compensation, and the maximum total Success Fee for each compensation band.

Compensation	Success Fee	Maximum Fee	Total Fee Including VAT
£1 - £1,499	30%	£420	£504
£1,500 - £9,999	28%	£2,500	£3,000
£10,000 - £24,999	25%	£5,000	£6,000
£25,000 - £49,999	20%	£7,500	£9,000
£50,000 or more	15%	£10,000	£12,000

As set out in the table above, our fees include VAT, which is charged at the prevailing statutory rate.

If you have an outstanding balance with your Lender they may use all, or part of, your compensation to pay this outstanding balance meaning that you may not receive any cash "in hand". In this event, our Success Fee will still be calculated against the compensation amount.

Example 1: If your Lender makes an offer of £1,000 compensation and you have no outstanding balance with the Lender, your Lender will pay us £1,000. Of this, £360 will be deducted to pay our Success Fee and VAT, and £640 will be paid to you.

Example 2: If your Lender makes an offer of £1,000 compensation and you have an outstanding balance of £800 with the Lender for the PCP agreement in question, your Lender may use the compensation offered to pay the outstanding balance meaning they will only pay us £200. We would use this £200 towards our Success Fee and VAT, which would leave a balance of £160 payable by you. Please carefully read our Terms of

Engagement which include further information about this and examples of our Fees and any fees payable to the Financial Ombudsman.

As an outcome of their review of the motor finance industry the Financial Conduct Authority may impose an industry-wide or specific consumer redress scheme. If such a scheme is put in place our Success Fee will remain payable on consideration of the work we have completed on your behalf.

## Timescales

It is difficult at this early stage to give an accurate estimate of timescales for these Claims due to the ongoing involvement of the financial services regulator, the Financial Conduct Authority and the Courts.

### Your lender does not have to respond to your Claim until after 4 December 2025

The Financial Conduct Authority is currently awaiting the outcome of a Supreme Court ruling called Johnson, Wrench and Hopcraft to complete its review into motor finance to establish next steps which may include an industry wide redress scheme. You could claim directly to your lender under any such industry wide redress scheme yourself. It is anticipated that this decision will be provided by late summer of 2025 and we do not expect any further update from the Financial Conduct Authority until the Autumn of 2025.

We are continually liaising with Lenders about their processes and the Claims that are active with them and will provide you with updates as they become available.

## Obtaining Credit Information

A Car Finance Undisclosed Commission Claim can currently be made for car finance agreements from 2007 onwards. It is our experience that most consumers do not retain credit agreement documentation relating to previous, or older, car finance agreements. One of the ways we can help you identify all past car finance credit agreements, and thus receive all compensation you may be due, is by obtaining this information from credit reference agencies; we do this through performing a soft credit check or submitting an information request (commonly referred to as a Subject Access Request) to a credit reference agency.

The soft credit check and or Subject Access Request is completed through a third-party Credit Information Provider. The Credit Information Providers we presently use are Experian and Equifax.

We reserve the right to introduce new Credit Information Providers and will update our Data Notice with any such change.

If you would like to understand how the credit reference agency uses and shares data this information is provided in the link below.  
<https://www.experian.co.uk/legal/erain>

## Financial Ombudsman Service Referrals

If your Lender does not provide a satisfactory outcome to your claim, our current process is to refer the claim to the Financial Ombudsman Service (FOS), where there is merit to do so which is called a Complaint. At present, this process remains unchanged however, this could be impacted by an ongoing consultation with the FOS.

The FOS have confirmed that they intend to introduce Representative Fees for professional representatives, such as our firm, who use their service to progress their Clients' claims. This fee is £250 for us to refer to the FOS on your behalf. In the event that your complaint is successful, the lender will reimburse us £175.

## Cancellation Rights and Charges

We will start work on your Claim(s) as soon as you provide your instruction by providing your signature to us electronically. By providing your signature you authorise us to start working on your behalf within the Cooling-Off Period.

You will have the right to cancel your Agreement with us free of charge within the 14-day Cooling-Off Period which begins on the date you electronically provide your signature to us electronically. You can cancel by contacting us directly:

BY CANCELLATION FORM: Please complete the form enclosed in this document bundle and return it to us:

BY LETTER: 86-90 Paul Street, London, EC2A 4NE

BY EMAIL: [info@accordsolicitors.co.uk](mailto:info@accordsolicitors.co.uk)

Please see Clause 6 of the Terms of Engagement for information about cancelling your Agreement with us both during and outside of the Cooling-Off Period.

## Referral Details

If you have been introduced to us by a third-party we may pay them for their supporting work in this matter. This payment is usually calculated as a percentage of our Success Fee should your Claim be successful. The maximum payment we would make to any third-party would be 50% of our Success Fee, for each successful Claim(s).

For the avoidance of doubt, this payment will be made by us at no cost to you and you will not be required to pay any third-party anything in relation to your Claim(s).

## Complaints

If, for any reason, you become unhappy with the service you receive, you can make a complaint via email to [complaints@accordsolicitors.co.uk](mailto:complaints@accordsolicitors.co.uk) or by post to 86-90 Paul Street, London, EC2A 4NE.

Further details about our complaint procedure are set out in Clause 8 of our Terms of Engagement and on our website at <https://accordsolicitors.co.uk/complaints-policy/>

## Your Personal Information

We will handle your personal information in accordance with our Data Notice which can be found online on our website at: <https://accordsolicitors.co.uk/data-notice/>

A paper copy of this policy can be made available upon request.

If you have any questions about how we will handle your personal information, you can contact us via email at [info@accordsolicitors.co.uk](mailto:info@accordsolicitors.co.uk)

Yours sincerely

**Accord Solicitors**



# TERMS OF ENGAGEMENT

## 1. Definitions and Interpretation

a. "Agreement" means the contractual relationship between You and Us which You enter into by providing Your signature. This includes where You provide Your signature electronically.

b. "Claim(s)" means any Claim(s) or potential Claim(s) against the Lender relating to:

(i) the failure to disclose commission charges, or other sums paid in connection with Your Credit Product(s) and/or ii) the failure to undertake sufficient affordability checks when arranging Your Credit Product(s) and/ or iii) the mis-sale of ancillary, or other products that were financed under Your Credit Product(s) and/or iv) any other unfair lending practices identified during the provision of the Claims Services.

c. "Claims Services" means the work We undertake to assess, prepare, submit and negotiate the Claim(s) with the Lender, as outlined in Clause 2 of these Terms of Engagement.

d. "Cooling-Off Period" means 14 days after the date that You provide Your signature to Us during which You can cancel this Agreement free of charge.

e. "Compensation" means any sums offered, paid or given in respect of a settlement, goodwill gesture, policy refund or rebate or any other payment associated with the Claim(s) including any interest payments and associated charges. For the avoidance of doubt Compensation also includes any sums used to reduce any outstanding balances/debt.

f. "Credit Product" means a financial product allowing You to borrow money from a Lender. This includes, but is not limited to Loans, Overdrafts and Car Finance.

g. "Credit Record Request" means Us reviewing Your credit file to identify information about Your Lenders and Your Credit Products through either the submission of a soft credit check, or DSAR to a credit reference agency(ies). These requests will not adversely affect Your credit rating.

h. "Data Subject Access Request" (DSAR) means an information request that We will send to Your Lender on Your behalf to request information to substantiate Your Claim(s), where required and You agree that such information will be sent directly to Us.

i. "FOS" means the Financial Ombudsman Service, who can review the Lender's decision about Your Claim(s). "FSCS" means Financial Services Compensation Scheme.

j. "Instruction" means You authorise Us to undertake the Claims Services by providing Your signature. This includes where You provide Your signature electronically.

k. "Lender(s)" means the business for example the Lender (including where the Lender is part of a group, all other Lender(s) within that group), Credit Provider or Broker, who was responsible for the arrangement of the Credit Product(s) and to whom the Claim is being addressed. This includes any representative or affiliate of the Lender.

l. "Letter of Authority" means the document that may be sent to the Lender with any Claim or DSAR that evidences Our authority to act on Your behalf.

m. "Success Fee" means the amount You will have to pay to Us for the Claims Services, as detailed in Clause 5 of these Terms of Engagement.

n. Any reference to 'We', 'Us' or 'Our' in this Agreement shall be taken to be a reference to Accord Associates Solicitors Limited 86-90 Paul Street, London, England, EC2A 4NE. Our SRA Number is: 8001614. Our website can be found at: <https://accordsolicitors.co.uk>.

o. "You/Your" means the Account/Policy Holder whose details are set out in the Letter of Authority and who has Instructed Us to act on their behalf.

p. Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

## 2. Claims Services

a. We will not process the Claim(s) until We receive Your Instruction.

b. Once We receive Your Instruction We will:

(i) undertake the Credit Record Request, to identify which Lenders you held Credit Products with and information about Your Credit Products.

(ii) review the information provided by the Lender(s), submit a Claim(s) to a Lender(s), or the FOS, where We have all relevant information to do so and believe the Claim(s) has a reasonable prospect of success; and/or

(iii) where required, request additional information from You to substantiate Your Claim(s) against a Lender(s); and/or

(iv) where required, request information from a Lender(s) or other relevant third party(ies) about the Credit Product(s) You held.

c. We will use reasonable endeavours to obtain Compensation for each Claim pursued and will liaise and negotiate with the Lender on Your behalf, as necessary to progress the Claim(s). In circumstances where We consider that You do not have a valid Claim, We will notify You of such in writing. At this point, We will stop acting for You and You will not need to pay Us anything.

d. You understand that You have instructed us to request that the Lender investigates all Credit Products You hold/held with them under the Instruction(s) provided, and that any successful Claim(s) will be subject to a Success Fee(s).

e. By providing Your Instruction, You agree to Us referring Your Claim(s) to the FOS, where We believe such referral would benefit Your Claim(s). Your signature will be applied to a FOS Declaration Form and where a Lender does not provide a satisfactory outcome to Your Claim(s), We will use the Declaration Form to submit the Claim(s) to the FOS where there is merit.

f. We will keep You updated throughout the Claim(s) and promptly notify You of the outcome of the Claim(s) including any offers of Compensation by the Lender(s).

g. We may outsource some elements of the Claims Services such as the administration of the Claim(s), taking and making of telephone calls and/or chasing documents from You to a specialist supervised Company(ies). You agree for Us to outsource elements of the Claim(s).

h. Where interest is included by the Lender as part of the Compensation, they may deduct tax from this and pay it directly to HMRC. Depending on Your personal tax status this tax may be refundable. With Your Instruction, where You have a successful Claim(s), We may submit a tax refund claim to HMRC, the following tax year.

## 3. Our Responsibilities and Liabilities

a. We will:

(i) always act in Your best interests subject to Our legal and regulatory obligations; and

(ii) provide You with a reasonable standard of service, in line with Your Agreement with Us.

b. We will use reasonable endeavours to keep safe any information or documents that You, the Lender or any third party send to Us. We will not be responsible for any loss to You or any third party arising out of the loss of documents or information including in transit either to or from Us. Any additional protection that You require for lost documentation or information (for example photocopies and/or a Recorded Delivery service by Royal Mail) will be at Your discretion and Your expense.

c. Under the Money Laundering Regulations, We must obtain evidence of the identity of all clients before any Compensation is paid to You. We are required to verify Your identity(ies) and address(es). By giving Your Instruction, You acknowledge that You are giving consent to Us to undertake an electronic verification check, where this is required. This process may involve searches with credit reference, fraud prevention agencies and the electoral register, which will be recorded but will have no adverse effect on Your credit file. We, or Your Lender, may also require You to supply identification documents to allow Us to verify Your identity(ies) and address(es) and/or progress Your Claim(s).

d. We may refuse, at Our discretion, to act for You without giving reason.

e. We will not be liable to You whether in contract or tort for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by You and by Us, such as (but not limited to)

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loss of profits, loss of opportunity, loss of benefits or tax demands.

f. Our total liability to You in respect of all other losses arising under or in connection with Your Agreement with Us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of any Compensation to which You are entitled for the Claim(s) in connection to which We are liable unless those losses were foreseeable by both parties when Your signature was provided. We consider that this limit is reasonable and fair in view of the type of work that We are undertaking. If the limit does cause You any concern, please contact Us so that We can discuss Your concerns.

g. Nothing in these Terms of Engagement shall limit or exclude Our liability for:

(i) death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors;

(ii) fraud or fraudulent misrepresentation; or

(iii) breach of the terms implied by sections 49 to 52 of the Consumer Rights Act 2015.

## 4. Your Responsibilities

a. You acknowledge that You could pursue the Claim(s) Yourself directly with Your Lender and through the FOS, or where applicable, a Compensation Scheme, such as the FSCS free of charge.

b. By entering into this Agreement, You agree to:

(i) provide Us with all information and documents which are relevant to the Claim(s), including but not limited to Credit Agreements, letters, documents and emails. You agree to provide Instruction for Us to request any information required to substantiate the Claim(s) from the Lender, by way of a DSAR or by any other method;

(ii) co-operate generally with Us in the conduct of the Claim(s), including by dealing promptly with requests We make for authority, information, documents, Instruction or further requests;

(iii) tell Us promptly if any information that You have previously given to Us is no longer true or accurate including Your contact information, which You agree to ensure is up to date at all times;

(iv) inform Us promptly of any relevant matters affecting the Claim(s), such as direct contact from the Lender, and consult with Us before making any contact with or having any discussion or correspondence with the Lender concerning any aspect of the Claim(s);

(v) not abandon or discontinue the Claim(s) or any part of the Claim(s) against Our advice;

(vi) not settle the Claim(s) without Our consent and without first cancelling this Agreement;

(vii) give Us the exclusive right to deal with the Claim(s) and to not enter into any new agreement, orally or in writing, with any other person(s) in respect of the Claim(s) unless We otherwise agree to this in writing;

(viii) to opt out of, or allow Us to opt out of on Your behalf, any collective, or group actions that relate to, or conflict with Your Claim(s); and

(ix) not ask Us to work in any way that is improper or unreasonable or cause or contribute to a conflict of interest arising that would prevent Us from continuing to act in the Claim(s).

c. You understand that upon receipt of Your Claim(s) and/or if Your Lender finds that Your Credit Product was unaffordable, Your Lender may freeze and/or reduce Your credit limit. Where Your Credit Product finances a vehicle, Your Lender may seek the return of the vehicle, as part of their resolution to Your Claim, if Your repayment amounts to date do not exceed the value of the initial Credit Product.

## 5. Compensation, Fees and Charges

a. You acknowledge that any approximate value of Compensation given to You is an estimate only. The success of any Claim(s) depends on Your individual circumstances.

b. If We undertake the Claims Services and are not successful in obtaining an offer of Compensation then You owe Us nothing.

c. If We are successful in obtaining an offer or payment of Compensation then Our Success Fee will be calculated based on the value of any Compensation We obtain for You for each individual Credit Product. The table below details the Success Fee percentage applicable to each band of Compensation, and the maximum total Success Fee for each Compensation band.

Compensation	Success Fee	Maximum Fee	Total Fee Including VAT
£1 - £1,499	30%	£420	£504
£1,500 - £9,999	28%	£2,500	£3,000
£10,000 - £24,999	25%	£5,000	£6,000
£25,000 - £49,999	20%	£7,500	£9,000
£50,000 or more	15%	£10,000	£12,000

d. The Success Fee amounts in the table above are inclusive of VAT, which is charged at the prevailing statutory rate.

We provide an example estimate of Our Success Fee and VAT based on different Compensation values below. The Compensation You are offered will vary based on the value and duration of Your Credit Product and may exceed these estimates. Please note that if your complaint is referred to the Financial Ombudsman then you will be required to pay an additional fee of £250, of which £175 will be credited back to you in the event that the complaint is successful.

Compensation	Success Fee	Maximum Fee
£1,000	£300	£60
£3,000	£840	£168
£5,000	£1,400	£280

e. For the avoidance of doubt, if You receive what we consider to be a reasonable offer of Compensation from the Lender and You reject that reasonable offer, or refuse to sign any Acceptance Form from the Lender, the Success Fee would still be payable by You to Us even though You would not receive any Compensation Yourself as You have rejected that reasonable offer.

f. If Your Lender requires You to sign an Acceptance Form, or otherwise accept their offer of Compensation, We will contact You to make You aware of this and provide details of the offer of Compensation. If You do not reject Your Lender's offer of Compensation within 14 days, We will assume You have accepted the offer of Compensation.

g. If Compensation is paid to You as the result of an industry-wide, or specific consumer redress scheme, Our Success Fee will remain payable on consideration of Our work in respect of Your Claim(s).

h. In entering into this Agreement with Us, You have agreed for all Compensation to be paid directly to Us and agree that We shall deduct the Success Fee before paying the balance of the Compensation to You. Before deducting Our Success Fee from any Compensation received, We will send an invoice to You which details the amount(s) due to Us and the balance of Compensation due to You. All funds will be held in Our Client Account in accordance with the SRA Account Rules. A copy of Our policy on Monies held in Our Client Account, is available on request

i. For the avoidance of doubt where You have more than one Agreement with Us that results in a successful Claim(s) We may deduct from any Compensation paid the Success Fee in respect of each of the Claims from the Compensation received for any one of those Claims. This may mean that Compensation paid as a result of this Agreement is used to offset a Success Fee that is due in respect of a Claim(s). This will apply even where an outstanding Success Fee became due before the commencement of this Agreement.

j. Payment of the Success Fee becomes due at the point that either We or You are informed of an offer of Compensation and payable from the date We or You receive Your Compensation. If the Lender offers or pays Compensation to You directly, You agree to notify Us immediately (and



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within seven days at the latest) and to provide the details We need to calculate the Success Fee.

l. Compensation may be used by a Lender to reduce any outstanding debt that You owe a Lender and You understand that Our Success Fee will be payable based on the total amount of calculated Compensation even if the Lender does not pay the whole sum of the Compensation to You.

m. Your Compensation may be applied as part of Your bankruptcy estate, insolvency asset, or other debt arrangement and Your Compensation may not be paid directly to You. If Compensation is paid directly by the Lender to an Insolvency Practitioner or the Official Receiver, and You do not receive any Compensation, You will not be liable for Our Success Fee.

n. If You fail to pay the Success Fee due and payable in accordance with the Agreement, We reserve the right to cancel all other active Claims.

o. We reserve the right to charge for costs incurred in recovering unpaid Success Fee(s) where an offer or payment of Compensation is made from a Lender to You.

p. You agree to provide Us with Your Bank details via a secure method to enable Us to pay You Your Compensation, less Our Success Fee.

q. We will take reasonable steps to ensure You receive any money due to You. If You do not provide Your Bank details within 12 months of Us receiving Your Compensation, or a cheque We issue to You is not cashed within 12 months of the issue date and We do not receive any contact from You, We will close Your file and You agree for Us to pay the outstanding monies to a charity of Our choice.

r. Our Agreement shall remain in effect until all Claims where a Success Fee is payable have been settled.

## 6. Cancellation and Assignment

a. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, You can cancel this Agreement within 14 days of signing it with no charge. This is known as the 'cooling off period'. You must notify Us of Your intention to cancel Your Claim, using Our Notice of Right to Cancel Form and sending it by post or e-mail to Accord Associates Solicitors Limited 86-90 Paul Street, London, England, EC2A 4NE/ [info@accordsolicitors.co.uk](mailto:info@accordsolicitors.co.uk)

b. By providing Your signature to Us You expressly request that We commence the Services immediately and prior to the end of the Cooling- Off Period.

c. You acknowledge by providing Your signature to Us that Your right to a 14-day Cooling-Off Period is waived if Your Claim has been processed by the Lender and an offer of Compensation has been made within this 14- day period.

d. If You cancel Your Claim outside the Cooling-Off Period, Our Success Fee will remain payable for any offer of Compensation that has been made by Your Lender up to the date of Your cancellation, or that is made after Your cancellation.

e. Upon receiving Your request for cancellation, We will cancel Your Claim(s) on Our systems, but You will be required to contact Your Lender(s) to request they also cancel the Claim(s).

f. We may at Our sole discretion cancel this Agreement at any time, but We must act reasonably in taking such a decision. We will promptly notify You if We decide to Cancel this Agreement together with the reasons for doing so.

g. We reserve the right to assign this Agreement and all rights under it and to subcontract to others all or any of Our obligations under it. This Agreement is personal to You and is not assignable by You except to Your personal representatives.

h. You can cancel this Agreement for no charge if we are in breach of our obligations to You under this Agreement. You must inform us in writing either by email or post that you believe we are in breach of our obligations and state what You believe those breaches are.

i. Upon receipt of the Notice of Right to Cancel Form, You will be informed by Us of the charges you are liable for, if any, up to the date of cancellation. We may keep all our documents and papers whilst there is

still money owed to Us for our Success Fee. Such documents and papers will continue to be stored in accordance with our Data Notice referred to in Clause 7 of these Terms and Engagement.

## 7. Your Personal Data

a. We take the privacy of Your personal information seriously. We will only use the personal information You provide to Us as outlined both in this Clause 7 and in Our Data Notice which can be viewed at <https://accordsolicitors.co.uk/data-notice/>. We ask that You read Our Data Notice carefully and, if required, a hard copy is available upon request.

b. During the Claims Services Your personal information will be used to provide the Claims Services including to third party organisations for the purposes of undertaking the Claims Services. You can withdraw your consent to your information being used in a particular way, but this may limit what more We can do for You.

c. We may also use Your personal data to tell You about similar products or services relating to financial claims, by email, SMS (text message), post and/or telephone, but You can opt out of receiving these, or a specific method of communication, at any time by contacting Us.

d. After providing the Claims Services We will be entitled to continue to hold Your personal information until the Claim(s) is concluded and We receive full payment of money owed to Us for Fees plus VAT. We will then keep Your personal information for up to six years in electronic form after which time We will destroy it.

## 8. Complaints, Governing Law and Professional Indemnity Insurance

a. You can make a complaint about Our service via Our internal complaints' procedure to Victoria Roberts by email to:

[info@accordsolicitors.co.uk](mailto:info@accordsolicitors.co.uk) or by post to Accord Associates Solicitors Limited, 86-90 Paul Street, London, England, EC2A 4NE. You can also find a copy of Our complaints procedure at <https://accordsolicitors.co.uk/complaints-policy/>

b. Should You remain unhappy with Our service, You may refer Your complaint, within six months of the date of Our final response, to the Legal Ombudsman Service. Their website is: <https://www.legalombudsman.org.uk/make-a-complaint/>

The Legal Ombudsman can investigate complaints up to one year from the date of the problem happening or from when You found out about the problem.

c. Each party irrevocably agrees that any proceedings relating to any dispute or Claim(s) (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation instituted against You by Accord Associates Solicitors Limited shall be brought in the appropriate Court of Your country of residence, which will either be the Courts of England and Wales, Scotland or Northern Ireland and shall be governed and construed by the applicable law for the appropriate jurisdiction. Any proceedings instituted against Accord Associates Solicitors Limited by You shall be governed by and construed in accordance with English law and the parties irrevocably submit to the jurisdiction of the Courts of England and Wales.

d. We maintain professional indemnity insurance in accordance with the obligations set by the Solicitors Regulation Authority. Cover is in place with the insurer Travelers Insurance Company Limited under Policy number UC SOL 5644574. Further details of this insurance are available upon request to Us.

## 9. Confidentiality

We will keep confidential information We obtain through our services confidential, but We reserve the right to Use and disclose it to:

(a) deliver those services, which may include storing confidential information on our computers, in our email and in the cloud;

(b) comply with the law, including reporting suspicious activity to the National Crime Agency if We suspect money laundering and responding to freedom of information requests; and

(c) comply with requests by regulators and other competent authorities, such as audits by the Solicitors Regulation Authority.

# MOTOR FINANCE CLAIM GUIDANCE

Comparison of Solicitor Representation vs Self-Representation

With Accord Solicitors	Self-Representation
<p><b>What is this service?</b></p> <p>We are a regulated law firm who handle your claim from start to finish</p> <p>We deal with the lender and handle paperwork and prepare evidence for you as required</p>	<p><b>What do I need to do on my own?</b></p> <p>You complain directly to your motor finance provider and the Financial Ombudsman Service (FOS)</p> <p>You complete the complaint letter, collect any evidence that may be required and follow the process yourself</p>
<p><b>Benefits</b></p> <p>We can handle complex rules and evidence, saving you time and stress</p> <p>We find and review all relevant finance agreements and submit your claim(s)</p> <p>We can advise on claim value and, if offers are too low, can take the case to court</p> <p>No Win No Fee - you only pay if you win</p> <p>We use our contacts at the lenders to make sure your claim gets dealt with promptly and that all agreements get dealt with</p> <p>Our cutting-edge client portal gives you instant updates</p>	<p><b>Benefits</b></p> <p>You keep 100% of any compensation - there are no solicitor fees</p> <p>You manage the process and chase your lender if they do not respond to you</p> <p>The FCA confirmed you do not need a solicitor to make a complaint</p>
<p><b>Drawbacks</b></p> <p>You will pay a percentage of your compensation as a success fee as fully set out in the retainer documents</p> <p>Cancellation after the 14 cooling-off period may mean paying for work already done</p>	<p><b>Drawbacks</b></p> <p>You must handle all letters and any necessary evidence gathering which can be time-consuming</p> <p>You may not recall or the lender may be unable to locate all your agreements</p> <p>You are responsible for meeting deadlines; missing them can reduce or invalidate your claim</p> <p>Without legal expertise it may be harder to negotiate a fair settlement or navigate legal complexities</p> <p>If you have moved or changed name the lender may be unable to locate and/or contact you depending on how the FCA scheme operates</p>
<p><b>Restrictions &amp; Coverage</b></p> <p>Solicitors typically accept cases involving hire purchase (HP) or personal contract purchase (PCP) agreements taken before January 2021</p> <p>They may decline cases that fall outside the scope of the FCA investigation or are unlikely to succeed</p>	<p><b>Restrictions &amp; Coverage</b></p> <p>You must complain to your provider first; under FCA rules providers may not have to send a final response until after December 2025</p> <p>If unhappy, you must refer your case to FOS within 6 months of the final response and before the FCA deadlines</p>
<p><b>Your Obligations</b></p> <p>Sign a representation agreement and to provide any information or instructions that we request</p>	<p><b>Your Obligations</b></p> <p>Gather details such as your name, policy number, agreement date and vehicle registration if required by the FCA</p> <p>Submit your complaint to your provider and include all relevant information if required by the FCA</p>
<p><b>Fees &amp; Payment</b></p> <p>No upfront fee: payment is a percentage of any compensation recovered (No Win No Fee)</p> <p>SRA fee caps limit the maximum share solicitors can charge</p>	<p><b>Fees &amp; Payment</b></p> <p>Complaining to your provider and the FOS is free of charge</p> <p>If you go to court, you will need to pay court fees and may wish to seek legal advice</p>
<p><b>Start, End &amp; Cancellation</b></p> <p>We start work as soon as you sign the agreement</p> <p>You can cancel within a 14-day cooling-off period without charge; later cancellation may incur fees</p>	<p><b>Start, End &amp; Cancellation</b></p> <p>You can start your complaint at any time by contacting your provider or through the anticipated FCA compensation scheme</p> <p>The process ends when you accept compensation or take the case to Court; FCA/FOS investigation may deadlines apply</p>

## NOTICE OF RIGHT TO CANCEL

### ONLY SIGN AND RETURN THIS IF YOU WISH TO CANCEL YOUR CASE

To: Accord Associates Solicitors Ltd, 88-90 Paul Street, London, EC2A 4NE

I hereby give notice of my intention to cancel my contract for the supply of legal services provided by Accord Associates Solicitors Limited as set out in the client care and terms of engagement documents provided to me.

Name of Client

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Address of Client

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Claim Reference

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Signed

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Date

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