

Your Vehicle Finance Commission Complaint

Dear {{NAME}},

Thank you for reaching out to us through {{TENANT}} regarding your potential mis-sold finance agreement(s) with your lender. We are here to help you navigate this process smoothly and effectively.

Steps to Get Started

To proceed, please:

1. **Read the letter thoroughly**
2. **Sign the Letter of Authority (LOA)**
3. **Sign the Damages Based “No Win No Fee” Agreement (DBA)**
4. **Sign the Terms of Engagement (TOE)**
5. **Sign the Claimant Transfer Authority**

If you have any questions or need assistance with these forms, please contact us

- at customercare@elmwoodlaw.com
- 0151 316 0490

Once we receive your documents, we will confirm receipt via email or letter.

Our Work and Expected Timeframes

Work Area	Description	Expected Time Frame
Check, Submission and Acknowledgement	We will check the status of your agreement with your lender. We will ask your lender to confirm whether or not a Discretionary Commission Arrangement applied to your agreement. Where appropriate, we may submit a Data Subject Access Request to substantiate your claim. If no commission was applied to your agreement, we will let you know and close our file of papers. We will prepare a letter of claim and submit this to your lender. We will also chase your lender to gain confirmation that they have received this.	1-3 months
Claim Investigation	Dealing with potential requests for information and obtaining a decision.	Currently affected by the FCA Investigation*
Appeals via FOS	<p>If your claim is rejected, we will review this and we may escalate it to the Financial Ombudsman Service (FOS). This involves:</p> <ul style="list-style-type: none"> • Sending the complaint to the FOS for adjudication. • Preparing necessary forms for FOS submission, which we will send to you for approval. <p>Note that complaints to the FOS must be made within six months of your lender's final decision.</p> <p>You can both approach your lender and escalate a complaint to FOS without instructing a solicitor. However, once we are appointed this would constitute a breach of contract.</p>	12 to 36 months (subject to change pending FOS workloads and resource)
Redress Calculations	Once we receive an offer, we will review this and advise you accordingly.	10 business days

*The FCA announced that they have paused the lenders complaint handling process until at 4th December 2025. You can read more about the FCA investigation here:

<https://www.fca.org.uk/news/statements/update-motor-finance-work>

We offer our services on a Damages Based “no win no fee” Agreement. Our fees are chargeable as per the below table:

Band	Redress awarded for a claim (£)	The maximum percentage rate of charge	The maximum total charge (incl. VAT)
1	£1-£1,499	30% + VAT (36% in total)	£504
2	£1500-£9,999	28% + VAT (33.6% in total)	£3,000
3	£10,000-£24,999	25% + VAT (30% in total)	£6,000
4	£25,000-£49,999	20% + VAT (24% in total)	£9,000
5	£50,000 or above	15% + VAT (18% in total)	£12,000

We will pay the lead provider for their marketing, pre-administration, evidence gathering, and introductory services. You will not incur this fee.

Alternative Methods

There are a number of alternative methods available to you should you not wish to instruct us in this matter. You can contact your lender directly and raise a complaint. If your complaint isn't successful you can refer it to the Financial Ombudsman Service for free. Furthermore, the FCA has confirmed that it may consult on a potential redress scheme if it concludes that customers have lost out from widespread failings by firms. If this happens, it will do so within six weeks of upcoming ruling of the Supreme Court in the matter of Johnson v FirstRand Bank Limited t/a MotoNovo Finance. You will be able to access a consumer redress scheme without professional representation and without incurring any fees.

If you choose to instruct us as your professional representative, we will take every available step to ensure that you are properly compensated. This includes but is not limited to: working with your lender to identify any and all agreements you held with them, ensuring that the correct amount of compensation is offered to you, dealing with any objections from your lender and reminding your lender to respond, act and pay within prescribed regulatory timeframes.

Termination

Our full terms regarding the termination of your agreement with us are outlined within our Terms of Engagement. It is important that you read and fully understand how to terminate your agreement should you so wish and also the implications of terminating your agreement with us.

We will only terminate the agreement if we have good reason to do so: for example; if you provide instructions that are unreasonable or would require us to breach our professional duty under the SRA Code of Conduct or involve the commission of a criminal offence; or if there is a conflict of interest.

Conclusion

Your instruction amounts to your acceptance of the terms contained within this letter, our Terms of Engagement and your DBA.

If there is a conflict between this letter and our Terms of Engagement, this letter will prevail. If there is a conflict between your DBA and either this letter or our Terms of Engagement, your DBA will prevail.

Our agreements with you shall all be interpreted in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

Enclosures

- Letter of Authority
- Damages Based “No Win No Fee” Agreement
- Terms of Engagement, including Complaints Procedure & Anti Money Laundering measures
- Cancellation Form
- Claimant Transfer Authority (As your costs are being funded by a third party we must assign the rights to your file and rights to any fees to the funder in the event that Elmwood Law are unable to continue to represent you).

We look forward to assisting you with your complaint and working towards a satisfactory resolution. If you have any questions or need further assistance, please do not hesitate to contact us.

Best regards,

Elmwood Law