Service Summary

Claim-Smart Limited ('we, us, our') will investigate your complaint for mis-sold vehicle finance and represent you in raising your complaint to the lender (the respondent), and the Financial Ombudsman Service ('FOS') where appropriate. We will seek to establish that the finance included secret or unfair commissions or was otherwise mis-sold. We will gather information, such as proof of sale or advice, and present a complaint on your behalf seeking compensation for you. We will charge a fee for doing so upon the success of your complaint/claim. We will not offer or provide financial advice. We will keep you updated on the progress of your claim at least quarterly and within 10 days of receiving requests or updates from the respondent. We ask that you provide us with all relevant information relating to your claim/s including: whether you have claimed before, appointed other representatives, or been subject to a bankruptcy, trust deed or IVA. Where the respondent contacts you about your claim directly, we ask that you pass this information to us no later than 10 days from receiving it.

REDRESS SCHEMES

You are not obliged to use a Claims Management Company such as ours to pursue your claim for you. You can make a complaint yourself for free, directly to the respondent. If you are unhappy with their response you may be able to take your complaint to the FOS. The FCA is currently considering an industry wide redress scheme, expected early 2026 which may include your motor finance claim. Find out more HERE

OUR FEES

We will charge you a fee when the claim we submitted on your behalf is successful. If your claim is not successful and does not result in compensation, we will not charge you. Our success fee is worked out on a percentage of your redress/compensation. If your claim is successful, we will charge you a fee that is in line with the FCA Fee Cap. The amount you pay will be dependent on the level of redress you receive. VAT is chargeable on each service (the current rate of VAT is 20%). Our service fee(s) will reduce the amount of cash in hand compensation you will retain.

Please note the redress awards are not reflective of the likely amount you will receive in compensation.

Fee Band	Redress awarded for a Claim	Maximum percentage rate of charge	Maximum total fee charged per band
1	£1 to £1,499	30%	£420
2	£1500 to £9,999	28%	£1,500
3	£10,000 to £24,999	25%	£5,000
4	£25,000 to £49,999	20%	£7,500
5	£50,000 or more	15%	£10,000

KEY RISKS

If you have any outstanding liabilities with the respondent firm your redress may be offset against those outstanding debts and you will need to pay our fees from your own funds. Where we seek compensation for an active vehicle finance agreement, you must keep up to date with your payments. Where compensation is offered for mis-sold vehicle finance, the finance provider and/or seller may ask for the vehicle to be returned and/or use any compensation award to settle the outstanding balance on your finance agreement and you will still need to pay our fees. This is only in the event that the finance remains unpaid at the point of claim. Where your car finance is settled and paid off in full you should receive cash redress upon a successful claim.

CANCELLATION RIGHTS

You may cancel our claims management services at anytime within 14 days of signing our contract without giving any reason and without incurring any liability. You can communicate your cancellation by phone, or by email or post using the cancellation form accompanying our Terms & Conditions.

TERMINATION RIGHTS & FEES

You may terminate your agreement with us at any time after the 14-day cooling off period, however we reserve the right to charge a fee of £90 per hour for work carried out on your claim. These fees could be up to the maximum of our success fee (where it is determined that your claim would have been/or was successful - i.e., an offer of compensation has been made just prior to or at the point of your termination). If you terminate your agreement with us due to our failure to fulfil our obligations to you, no fees will be due to us. For further details please refer to our full Terms & Conditions.

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Please retain this document along with a copy of our Terms of Business