

Client Care Information Letter

This Client Care Letter, along with our Terms of Engagement explains how Benson Goldstein Limited, will be able to assist you. We are a law firm, authorised and regulated by the Solicitors Regulation Authority (SRA Number: 8003245).



How we can help

We would be delighted to help you with your Motor Finance Claim(s). Specifically, we will identify relevant Claim(s) and submit a Letter of Complaint to your Lender(s) either by way of a Financial Conduct Authority ('FCA') DISP: Dispute Resolution rules or under the proposed FCA Redress Scheme on your behalf.

You will be instructing us to investigate and pursue a Claim(s) against your Lender(s) in relation to any commission they paid to the Broker(s), the dealership, for arranging your car finance agreement(s), and their failure to adequately disclose both the commission and the fairness of such commission on your finance.

Please note, that you can submit your Claim(s) directly for free to your lender and/or the Financial Ombudsman Service. Alternatively, you can use the proposed FCA Redress Scheme

Pursuing the Claim(s) yourself (whether through your Lender or using the Financial Ombudsman Service or the proposed Redress Scheme) would therefore be cheaper for you, than instructing us, because we charge a fee for our services (being up to 30% + VAT of your compensation, as set out below).



How much will it cost?

We will be working for you on a no-win-no-fee basis, meaning there is no cost to you if the claim is unsuccessful. See section 5 of our Terms of Engagement (overleaf) for further information.

If we are successful in obtaining a reasonable offer of or payment of Compensation, then you pay us a Fee

The amount we charge will depend on the amount of Compensation awarded, as set out in the table below.

Band	Compensation Awarded	Maximum Percentage Charge (Ex VAT)	Maximum Total Charge (Ex VAT)
1	£1 - £1,499	30%	£420
2	£1,500 - £9,999	28%	£2,500
3	£10,000 - £24,999	25%	£5,000
4	£25,000 - £49,999	20%	£7,500
5	£50,000 or above	15%	£10,000

The percentages and amounts in the table above are exclusive of VAT, which is charged at the prevailing 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 Fee will still be calculated against the full compensation amount, and you will be liable to pay us any shortfall.

Whilst the FCA is currently consulting on a redress scheme for Motor Finance customers, if such a scheme is put in place, our Fee will still be payable to us on consideration of the work we have completed on your behalf.



How long will it take to complete?

It is difficult at this early stage to give an accurate estimate of timescale for these Claim(s) due to the ongoing involvement of the financial services regulator, the FCA.

Your Lender does not currently have to respond to your Claims until after 31 May 2026. The FCA is currently consulting on a redress scheme for these Claim(s), which they intend to publish around February/March 2026.



Who Will Be Dealing With Your Claim?

Your claim is being handled by our Motor Finance Claims Team, which is headed up by David Goldstein. He will supervise all the work which will be undertaken. We're committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received, please contact Coby Benson in the first instance (coby.benson@bensongoldstein.com) or by post: Benson Goldstein Ltd, PO Box 79176, London, NW4 9NH.

We have a procedure in place that details how we handle complaints and which is available from us. We have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman. If you are not satisfied with the way we've handled your complaint, you can ask the Legal Ombudsman to look into the complaint. The Legal Ombudsman may be contacted in writing at P.O. Box 6808, Wolverhampton, WV1 9WJ or by email at enquiries@legalombudsman.org.uk or by telephone at 0300 555 0333. Further information is on the website at www.legalombudsman.org.uk.



Obtaining Credit Information

A Motor Finance Claim can currently be made for car finance agreements that were taken out on or after, 06 April 2007.

One of the ways we can help you identify all past car finance credit agreements, and for you to 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).

The Credit Record Request is completed through a third-party Credit Information Provider Such as Checkboard Ltd or Valid8 IP Ltd.



Introducer And Funding Details

Oaktree Capital Management) has provided funding, to assist us with bringing these types of claims. This funding will be repaid by us.

We hereby give you notice that we have charged and conditionally assigned to our funder (one or more funds controlled by Oaktree Capital Management) (the "Funder") all of our right, title and interest in and to this agreement, including all moneys which may be payable in respect of this agreement, pursuant to a security agreement entered into by us in favour of the Funder on 18 December 2025 (the "Security Agreement").

You should continue to deal with Us in relation to this agreement unless and until you receive written notice from the Funder (or on the Funder's behalf) that the security constituted by the Security Agreement has become enforceable (an "Enforcement Notice"). Following your receipt of an Enforcement Notice any or all of the following may apply (in consultation with the Solicitors Regulation Authority (as required), and in accordance with applicable legislation and regulatory rules, and in each case as specified in the Enforcement Notice or any further communication from the Funder following your receipt of an Enforcement Notice):

- (a) we would cease to have any right to deal with you in relation to this agreement;
- (b) the Funder and its representatives or advisors would have the right to:
 - (i) exercise all remedies provided for in this agreement or available at law or in equity (provided that the Funder shall have no greater rights than we have under the agreement);
 - (ii) exercise all rights to compel performance of this agreement, although we shall remain liable to perform all the obligations assumed by us under the agreement;

- (c) all rights, interests and benefits whatsoever accruing to or for our benefit arising from this agreement would belong to the Funder to our exclusion;
- (d) all amounts payable to us in relation to this agreement would be payable to (or at the direction of) the Funder;
- (e) this agreement and the management of your case may be transferred or assigned to another firm of solicitors or authorised legal services provider that is regulated in England and Wales, as selected by the Funder in its sole discretion (subject to complying with applicable legislation and regulatory rules).

Following receipt of an Enforcement Notice, you are authorised to: (a) disclose any information relating to this agreement to the Funder; and (b) comply with any written notice or instructions which you may receive from the Funder in relation to this agreement or any moneys payable in respect of this agreement, without any reference to or further authority from us.

This notice cannot be revoked without the prior written consent of the Funder.

For the avoidance of doubt, these payments are 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). The way we handle your Claim(s) will not be affected by any payment we make to the Funder. We will share information about the progression of your Claim(s) with Funders, where relevant.

By providing your signature, to instruct us, we will take this as your acceptance of us sharing this information.



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.

Your Right to Cancel - 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.

By providing your signature you authorise us to start working on your behalf within the Cooling Off Period. Your right to the 14 day Cooling Off Period is waived if your Claim(s) has been processed by the Lender(s) and an offer of Compensation has been made within this 14 day period.

You can cancel by contacting us by post or email (motorfinanceclaims@bensongoldstein.com).

If you cancel your Claim(s) after the Cooling Off Period, our Fee will still be payable if your Lender has made an offer of Compensation before your cancellation. If this happens, and your Lender pays Compensation directly to you, you must notify us immediately (within seven days at the latest) and provide the details we need to calculate our Fee.

If you cancel the contract with us, you will be liable to pay a reasonable charge for the work that we have done on your case.

We will assess the appropriate fee based on the work done in your case at the point you choose to cancel.

Given the nature of the work you are instructing us to undertake, we expect that most of our work will take place within the first 3 months after you enter into the contract with us. To give you an indication of the potential termination charge, we expect that if you terminate this contract within the first three months, our reasonable fee for the amount of work we have undertaken may reach, but not exceed, 50% of the total fee that we would have received based on the claims we are instructed to make on your behalf (whether or not you are ultimately successful).

If you choose to terminate this agreement after 3 months following the date on which you enter into this contract with us, we expect that substantially all of the work may have been completed. To give you an indication of the potential termination charge, we expect that if you terminate this contract after three months, our reasonable fee for the amount of work we have undertaken may reach, but not exceed, 100% of the total fee that we would have received based on the claims we are instructed to make on your behalf (whether or not you are successful).

Once we receive your cancellation request outside the Cooling Off Period, we will stop working on your Claim(s) and will not contact your Lender. However, we will keep a record of your Claim(s) to calculate any Fee due.



Next steps

As soon as you have agreed to these Terms of Engagement and signed the Letter of Authority we will be able to begin working on your claim. We'll let you know once we have begun work.

Please don't hesitate to get in touch if you would like to discuss this information further or would like it in a different format.

Yours faithfully

Benson Goldstein Ltd