Terms of Business

About Us/ What We Do

Consumer Claims is a trading name of Harrington Jones Limited (Guernsey) a Claims Management Company (CMC) authorised and regulated by the Financial Conduct Authority in respect of regulated Claims Management Activity FRN: 834856. Under these terms we are providing a limited service which is covered by our FCA authorisation to refer you to one of our trusted Legal Partners to handle your Claim.

What Happens Next

To keep the process as simple as possible we may use the information you provide to pre-populate your claim pack. However, please be aware that you may need to complete certain information regarding your financial agreements and sign all the relevant sections.

Once your documents have been submitted our trusted Legal Partner will correspond with you in relation to your claim.

Progress of your Claim

The Legal Partners running your Claim will keep you updated throughout the entire claim process, by email, text, telephone or letter and you can check the progress of your claim with them.

Our Fee

We are introducing your Claim to our trusted Legal Partners and will not be charging you a fee directly. The Company will receive a fee from our trusted Legal Partner for referring your Claim to them.

The referral fee does not affect the amount you will pay for legal services to the Legal Partner. A full break down of their fees is available from them upon request. You are under no obligation to instruct our trusted Legal Partner and are free to choose an alternative legal services provider. If you would like further information about this referral arrangement, including the amount of our referral fee, please feel free to contact us.

#Where eligible agreement(s) are identified, the Legal Partners fee for successful Claims is 15% to 30% of the awarded amount, plus VAT where applicable.

Right to Cancel

You have the right to cancel these terms at any time, free of charge.

To exercise your right to cancel you must inform us of your decision to cancel these terms either by a clear written statement sent by post to Harrington Jones, 7 Harbour View, The Albany, South Esplanade, St Peter Port, Guernsey, GY1 1AQ or e-mail info@ harringtonjones.com. Alternatively, we will accept a verbal confirmation by phone on 0203 034 0373 (Monday-Friday 9:00-16:00 local rate applies.)

You have the right to cancel the Legal partners contract within 14 days of accepting their terms free of charge. If you cancel after 14 days there may be fees payable, based on work done by the Legal Partner. Please review their terms of business carefully.

Complaints Handling Procedure

Should you have a Complaint against the Company, you can contact us by post, email or phone. You can write to us at Harrington Jones, 7 Harbour View, The Albany, South Esplanade, St Peter Port, Guernsey, GY1 1AQ. Email us at info@harringtonjones.com or alternatively you can call us on 0203 034 0373 (Monday-Friday 9:00-16:00, local rate applies.)

We will acknowledge your Complaint within three business days, and we will try to resolve your Complaint within 4 weeks. If we cannot resolve the issue within 4 weeks, we will give you a satisfactory explanation regarding the extra time required. Within 8 weeks of receiving a Complaint we will send you a final response which will adequately address the Complaint. If you are not satisfied with our final response, then please refer to our full Complaints Handling Procedure which can be found on www.harringtonjones.com or can be supplied upon request. If you are not satisfied with our response, or if a Complaint is not resolved after eight weeks, you may refer the Complaint to the Claims Management Ombudsman (FOS). You can contact them by post: The Claims Management Ombudsman, Exchange Tower, Harbour Exchange, London, E14 9SR Phone: 0800 023 4567 or Online: www.cmc.financial-ombudsman.org.uk. Please note any Complaint must be referred to the FOS within 6 months of the date of our written final response.

Need to Know

You do not need to use a Claims Management Company (CMC) or a law firm. You can complain directly to your lender, if unsuccessful with your lender than to the Financial Ombudsman Service (FOS) or via the FCA's consumer redress scheme for free.

Successful claims may result in compensation of up to £829* per vehicle (subject to fees#). Average payout figure. Not all consumers will be eligible for compensation. See FCA statement.

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The Financial Conduct Authority (FCA) has revealed the details of its car finance compensation scheme. If you took out car finance between 2007 and 2024, you may be eligible for compensation. At the moment, the scheme is suspended as it is undergoing legal challenge. Successful complaints are unlikely to see compensation until 2027.

The FCA has imposed deadlines by which lenders should respond to complaints in the event your agreement does not attract compensation, which, save for a few exemptions, are:

By 18 November 2026 if your agreement began on or after 1 April 2014 and you complained by 30 June 2026
By 18 January 2027 if your agreement began before 1 April 2014 and you complained by 31 August 2026
Within 5 months of your complaint if you complained after the above dates.
However, the timing of that response is uncertain because of the legal challenge.
https://www.fca.org.uk/consumers/car-finance-complaints

Marketing

Where we find other similar products that may be of interest to you, we will contact you about these products/services via telephone, SMS or email. You can opt out at any time following the guidelines set out in our Privacy Policy.

Harrington Jones 'TERMS OF ENGAGEMENT'
Definitions:
"Agreement" means these terms of business supported by any other forms and documents issued by the Company which the Customer has accepted giving us the authority to take steps to identify the Claim and refer the Claim to our trusted Legal partner.

"Claim/s" means the Customer's claim or claims against the Lender relating to the application of unlawful charges to the account/s of the Customer and/or to mis-sold financial products.

"Company" means Harrington Jones Limited

"Customer" means the policyholder/account holder/s whose details are set out in the "Letter of Authority" and who have appointed Harrington Jones to provide their Services.

"Lender" means the financial institution or other entity that has made car finance available to the Customer.

"Legal Partner" means an SRA regulated law firm that will handle the Claim on behalf of the Customer.

"Compensation" means any sums paid or awarded as calculated at the time of the award that would not have been paid if the Claim had not been made.

"Fees" means the fee payable for Services carried out by the Company.

"Services" means the services provided by the Company including taking steps to identify your Claim and referring your Claim to our trusted Legal Partner.

The Customer:

1. Gives the Company authority to take steps to identify your Claim with the Lender on the Customer's behalf and to obtain relevant information from whatever source needed for purpose of providing the Services and referring your Claim to our trusted Legal Partner.
2. Will inform the Company of any relevant matters affecting the Claim within 30 days, including any direct communications received from the Lender.
3. Gives the Company the right to exclusively provide the Services unless otherwise agreed in writing by the Company.
4. Will deal promptly with every reasonable request by the Company and or the Lender for authority, information, documents and further instructions that the Company may, from time to time, require to provide the Services. Failure to do so within 30 days of a request will give the Company the right to terminate this Agreement.
5. Provide the Company with information that is true, comprehensive, and accurate to the best of your knowledge so the Company can provide the Services.
6. Will provide all documents, including electronic form, in your possession that are relevant to the Claim, and which give evidence of a fact in the Claim.

7. Agrees for the Company to identify the Claim through a soft Credit Report (and that a record of the request will be retained on your credit file) and to allow the Company to refer the Claim to our trusted Legal Partner who will pursue the Claim against the Lender on your behalf unless the Customer specifically states otherwise. Before the Company acts on any other potential Claims the Company will contact the Customer to obtain consent to process other potential Claims under the terms of this Agreement.Credit Reports could be requested through regulated third parties including but not exclusive to Valifi, Valid8, Equifax, Transunion, Experian & Checkboard.
8. Is responsible for paying any taxes owed on their settlement.
9. Confirms that they are not currently in arrears or using a Debt Management Company to pay off debts or have been previously made Bankrupt or in an Individual Voluntary Arrangement (IVA).
10. Authorises the Company to complete an audit using a Data Subject Access Request (DSAR) for all the Customer's accounts to be sent to the Lender to identify a Claim if this is disputed by the Lender.

The Company will:

12. Where appropriate in order to identify a Claim the Company (being authorised by the Customer) shall complete an audit using a Data Subject Access Request (DSAR) for all the Customer's accounts to be sent to the Lender where the Company considers there to be a claim despite contrary indication given by the Lender. The Customer will not be charged for the cost of the audit.
13. Carry out necessary checks on the information and documents provided by the Customer as required to properly and reasonably identify the Claim.
14. Preserve confidentiality, including the Customer's personal information (even when this Agreement has been terminated) provided that disclosure is allowed with the Customer's permission or with the Customer's consent in relation to pursuing the Claim, or where otherwise required by law.
15. Cover costs relating to obtaining information from the Lender.

Disclaimer:

18. This Agreement will endure until cancelled by way of a cancellation notice or by a clear statement (by either party) or the Claim/s reach a conclusion.
19. The Company may transfer their rights and obligations under this Agreement to another organisation. The Customer will always be notified in writing if this occurs and it will not affect their rights or our obligations under this Agreement.
20. The Customer may request the Company to begin work within the 14-day cancellation period.
21. The Company makes no representation or warranty to the Customer that compensation will be obtained or is in any way guaranteed.
22. The Company can cancel this Agreement at any time and no fee will be payable by the Customer if the Company after identifying the Claim considers there are no grounds for a complaint or that the Claim is unlikely to succeed.
23. The Company have the right to terminate this Agreement by giving written notice to the Customer and, at any time, to immediately terminate this Agreement if there occurs any material breach by the Customer of any term of this Agreement which is irremediable, or if remediable, is not remedied to the Company's satisfaction within 30 days of a written notice by the Company

specifying the breach and requiring it to be remedied, or the Customer is adjudicated bankrupt.

24. If you were introduced to us by one of our partners, we will have paid a third-party fee for providing the Services to you. This is not payable by you. Further details of any fees paid by the Company in respect of your Claim is available upon request.

25. Full details of the Company's internal complaints handling procedures are available on our website and can be sent to you upon request.

26. The Company will not use the authority granted by these terms after cancellation or on conclusion of the contract.

27. The Customer is aware that they could complain directly to the Lender and the Financial Ombudsman Service at no cost yet still wishes to pursue their complaint via the Company and our trusted Legal Partner.

Law & Jurisdiction: This Agreement will be subject to the law of England and Wales.

Consumer Claims is a trading style of Harrington Jones Ltd
Harrington Jones Limited (Guernsey) is Authorised and regulated by the Financial Conduct Authority in respect of regulated Claims Management Activity FRN: 834856
Registered with the Information Commissioners Office, registration number: 012369
Registration Address: Suite 7 Harbour View, The Albany, South Esplanade, St Peter Port, GUERNSEY, GY1 1AQ.

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