

Ref: PCP001
Date

Ms/Mr
Xxx
Xxx
Xxx
Xxx

Dear Ms/Mr

Re: Your claim against your car finance company

Thank you for your recent enquiry and your instructions to pursue a claim for recovery of damages for a potential mis sold car finance claim.

Our main aim is to help and support you to make the relevant enquiries with finance companies and recover compensation for any miss sold car finance to yourself.

We will work actively on your claim by using our years of experience and forward planning approach to achieve the best result for you and your future.

Next Steps

We enclose the following documents for you to read, understand and sign. We appreciate this is a lot to consider currently, but this is important information for you.

1. Client Care information
2. Letter Of Authority
3. Damages Based Agreement (DBA) (in duplicate)
4. Terms & Conditions of Business
5. Form of Authority x 2 for us to obtain copies of your agreement from your car finance company.
6. Identity Verification Request
7. Complaints Policy

Damages Based Agreement

Please find enclosed copies of the Damages Based Agreement (DBA) with attached conditions and the Information for DBA, which includes information on cancellation.

We have signed both copies of the DBA, once you have read the information carefully, please sign and date both copies and return one DBA to us. Please keep the other signed copy for your records.

The DBA is made once you have signed it. We have stated the commencement date of the agreement on the DBA as being the date we first discussed your claim with you. This reflects our shared intention that the terms of the agreement should be effective from this date.

If you have any queries them, please do not hesitate to contact us on 01615323201 or alternatively email us at enquiries@invicta-legal.co.uk

We look forward to hearing from you.

Yours Faithfully,

Invicta Legal





Invicta Legal

T: 0161 532 3201

M: 07956768705

E: Enquiries@invicta-legal.co.uk

 Invicta Legal, Manchester Business Park, 3000 Aviator Way, Manchester, M22 5TG

 0161 532 3201  07956 768705  enquiries@invicta-legal.co.uk  www.invicta-legal.co.uk

Client Care Information

Client:

Date of Birth:

Finance date:

Ref No:

Contact No:

Your Email:

Your Solicitor

Name: Rifat Wazir

Email: Enquiries@invicta-legal.co.uk

Tel: 0161 532 3201

Complaints Manager

Name: Rifat Wazir

Email: rifat.wazir@invicta-legal.co.uk

Tel: 07956 768705

What to do to help?

- Help and support you through your mis-sold finance claim
- Explain your rights and discuss the legal aspects of your claim
- Ensure you get the maximum amount of compensation available to you

How long does a claim take?

- There is no set answer to this, but to give an indication it can take anything between 6 to 12 months before you receive your compensation
- The above is an estimate only and sometimes it can take longer.

How to start a Claim

You need to begin by reading this document, the DBA and all the attached documents carefully. This document explains all the important information about the next steps, procedures and funding. Please keep a copy of this document.

The next steps;

- Read the damages-based agreement (DBA) carefully, sign, date and return it to us. Once the DBA has been signed this will allow us to act as your solicitor in your claim, this will be legally binding.
- We will then start making enquiries with your current and previous finance providers.
- After which we will provide details of what will happen over the next 4-6 weeks.

How much will it cost me?

If you are successful, then we will recover your costs from the Finance Provider.

You agree to pay us upto 30% of the sum that is recovered, plus VAT.

A detailed explanation was given during our telephone call on (Add Date) and contained in the attached DBA.


How can you help?

There are some steps that you can take that will help us progress your claim smoothly.

- It would be useful to provide details of any finance agreements from 2007 until 2021
- Please ensure you take all necessary steps to give full details.
- Your duty is to disclose all documentation to the other side which helps or delays your case. Please keep all relevant documents safe and provide them to us throughout the lifetime of your claim, if necessary. If you would like to discuss what documents are relevant, then please give us a call.
- Some documents you sign will have a 'statement of truth', always read the document carefully to ensure what you are signing is 100% accurate as any false information could be found in contempt of court and lead to a criminal offence.
- Most importantly, we need you to co-operate and keep in touch so that we can support and guide you throughout the lifetime of your claim.

If you change any of your contact details, please inform us immediately.

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Damages Based Agreement

This agreement is a legally binding contract between your solicitor and you. The conditions are attached because they are part of this agreement, please read everything carefully and contact us with any questions prior to signing this.

Agreement Date:

We, the Solicitors: Invicta Legal Limited trading as Invicta Legal
Manchester Business Park, 3000 Aviator Way, Manchester M22 5TG

You, the Client:

1. This is a Damages Based Agreement made pursuant to the Damages-Based Agreements Regulations 2013 (Statutory Instrument 2013 / 609), for a claim against the Defendant for mis sold car finance
2. The General Terms and Conditions for the Supply of Legal Services by Invicta Legal Limited are attached to this Agreement. ("the Terms and Conditions of Business") and are incorporated into and apply to this Agreement, save as amended by the terms of this Agreement, and save where inconsistent with the terms of this Agreement in which event the terms of this Agreement shall prevail.
3. "The Defendant" is the debtor against whom the solicitor is instructed to pursue the case i.e. the Bank/ Building Society/Card Provider/Finance Provider/Loan Broker/Underwriter/Insurance Provider/Financial Advisor with whom you took out the car finance (PCP).
4. "The Case" for the purpose of specifying the claim or proceedings or parts of them to which this Agreement relates as required by regulation 3(a) of the Damages Based Agreements Regulations 2013 is as follows:
 - i. The Client's claim against the Defendant for compensation for a mis-sold PCP car finance claim (PCP).
 - ii. This Agreement does not apply where it becomes necessary to issue legal proceedings.
5. This Agreement contains the terms and conditions upon which the Solicitor agrees to act in the Case on behalf of the Client(s) on a contingency basis, so that the Solicitor will be paid the agreed percentage of the Client's financial benefit from the Case if the Case is concluded with the recovery to the Client(s) of a financial benefit or settled upon terms which include the payment to the Client(s) of that financial benefit. The solicitor will receive nothing if no financial benefit is recovered.
6. (a) The Services of the Solicitor will comprise the following in the Case:
 - i. Preparing any necessary correspondence to your Bank/ Building Society/Card Provider/Finance Provider/Loan Broker/Underwriter/Insurance Provider/Financial Advisor;
 - ii. Requesting that the Bank/ Building Society/Card Provider/Finance Provider/Loan Broker/Underwriter/Insurance Provider/Financial Advisor investigate the mis-sold car finance (PCP) taken out in your name(s);
 - iii. Take all reasonable steps to pursue the claim for compensation in respect of the mis-sold car finance (PCP);
 - iv. Providing representation with the Financial Ombudsman Service.

(b) The Solicitor does not agree to undertake:

 - i. Any work or provide any services, pursuant to this agreement once it becomes necessary to issue legal proceedings.
7. Pursuant to regulation 3 (b) of the Damages Based Agreements Regulations 2013 this Agreement must specify the circumstances in which the solicitor's payment, expenses and costs, or part of them are payable.

If the clients) win(s) the case meaning that the Defendant agrees to pay a sum by way of financial benefit to the clients), the clients) shall pay to the solicitor the following:

- A. Between 15 -30% of the sum recovered by the client plus VAT. The % is determined based on amount awarded to the client, see table 1 below

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Table 1

Band	Amount awarded	Maximum % charge	Maximum total charge
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

Example of our fee: You receive compensation in the sum of £2,500.00 - the fee payable to us would be £700 plus £140 VAT totaling £840 leaving you with £1660. Please note that the bank could use your compensation to pay off any debt you may have, for example an overdraft facility. Regardless of this our full fee would still be payable.

8. Pursuant to regulation 3 (c) of the Damages Based Agreements Regulations 2013 this Agreement must specify the reason for setting the amount of the payment at the level agreed. The reason for setting the percentage at 39% plus VAT is that this represents a sensible commercial payment for the work involved and undertaken on a credit basis. There is also a risk for the Solicitor not being paid at all together with a delay in receiving payment. It is believed that 39% plus VAT of the amount recovered is an appropriate percentage.

Signatures

Please note that the signature of this agreement constitutes confirmation of your instructions to us. It confirms that you have read and understood this agreement and that you accept the same as being the basis of the agreement between us.

Signed by the solicitor: *Invicta Legal*


Date:

Signed by the client:

Date.....



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TERMS & CONDITIONS OF BUSINESS

INVICTA LEGAL LIMITED

TERMS AND CONDITIONS OF BUSINESS – MIS-SOLD CAR FINANCE

Our Firm's policy is to explain from an early stage the terms upon which we act for you, the client. These terms are intended to apply to all work undertaken on your behalf (now and in the future) unless otherwise agreed. For us to deal with your claim efficiently we would be obliged if you read the following carefully.

Objectives and Issues

We have been instructed by you to pursue a claim for recovery of sums due to you from the lender in respect of your car finance agreement. As a result, you are instructing us to attempt to recover compensation for hidden commission charges, higher interest rates, additional charges to your car finance agreement and any other charges that may have been applied to you. We can advise that we will need to obtain documentation to substantiate the claim and if settlement of the case is not possible by negotiation, we may need to commence proceedings or submit your complaint to the Financial Ombudsman Service.

Our Responsibilities

We shall take all reasonable steps to pursue the claim for compensation, we will;

- assist you to gather all the correct paperwork and documents to support your claim
- review all information provided in relation to the claim
- Prepare any relevant correspondence and present your claim to lender
- If negotiations fail, we may then look to submit your claim to the Financial Ombudsman Service

Your Responsibilities

You must:

- give us instructions that allow us to do our work properly;
- not ask us to work in an improper or unreasonable way;
- not deliberately mislead us;
- co-operate with us;
- to provide full disclosure of all information relevant to the case favorable or otherwise
- to provide any documentation and information relevant to the case for example, all applicable documentation relating to your mis sold car finance claim return promptly any Court documents subject to your agreement duly signed and to attend any Hearings, if required to attend to give evidence.
- Provide 2 x forms of identification

People Responsible for Your Work

Rifat Wazir (Solicitor) specialising in this area of work, will be responsible for your case and if she is not available her team will be happy to take any messages for you. However, she may delegate under her supervision certain aspects of your case to other members within her team during the progression of your case. Rifat Wazir will also be responsible for the overall supervision of your case. We try hard to avoid changing the people who are handling your case, if this cannot be avoided, we will notify you promptly of who will be handling your case (and why the change was necessary) and we reserve the right to allocate other staff to your case where necessary.

Charges and Expenses


We must advise you that we have agreed to deal with your case(s) under a Damages-Based Agreement (copy enclosed), a type of 'no win, no fee' agreement, whereby on your claim being successful we will charge you a Fee of 15-30% plus VAT of any compensation recovered. By signing these Terms and Conditions you are confirming your agreement to the enclosed Damages Based Agreement and for us to act for you on this basis. We require that you promptly pay our fee no later than 14 days after you receive compensation (if you are paid direct) or if you have no intention of accepting the offer and we recommend that you do so 14 days after our recommendation.

Example of our fee: You receive compensation in the sum of £2,500.00 - the fee payable to us would be £700 plus £140VAT totaling £840 leaving you with £1660

We must advise you that you have the option to pursue your claim for compensation on a private paying basis whereby you would pay solicitors an hourly fee for the time spent on your case. However, Invicta Legal Limited does not operate these types of claims on a Private paying basis. If you wish to pursue your claim on this basis you will need to instruct another firm of solicitors.

We must also advise you that you can pursue a claim yourself directly with the lender. Please note that Invicta Legal Limited does not offer any guarantee about the outcome of your case but can confirm you will not be charged should there not be a successful outcome.

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By agreeing to these terms and conditions you agree not to enter into any agreement with any lender or any other party without first consulting Invicta Legal Limited. In the event legal proceedings are necessary we may not be able to continue to pursue your case by way of a Damages Based Agreement. We will inform you at an appropriate interval whether we believe legal proceedings are necessary and will advise you of the other forms and methods of progressing your case at that juncture.

Disbursements

We will initially fund any disbursements, as appropriate, however these at all times will remain your liability. Disbursements, as referred to above, are any payments we have to make to others to progress your case, for example, expert fees, barrister's fees and court fees, which inevitably have to be incurred from time to time to progress your case and in routine cases range typically between £50 to £500 each. By signing these terms and conditions you authorise us to deduct from any compensation you receive any such sums that have been paid by us in relation to disbursements throughout the progression of your claim. At this time, we estimate that the disbursements that we will have to incur in your case will amount to no more than £1,000.00, however if this at any time changes, we will of course inform you of the same.

Confidentiality and External Audits

Our regulator, the Solicitors Regulation Authority (SRA), may request an audit of your file. We shall assume that you have no objections to your file being audited by any of the above parties unless you instruct us otherwise.

Equality and Diversity Limitation (Time period to make a claim)

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees and are required to produce a written equality and diversity policy which we are able to provide for you on request.

Timescale

In the straightforward cases we anticipate a settlement of your case within 6 to 12 months of your instructing us. However, if there are likely to be delays in the settlement of your case, we shall notify you of the reasons for any delays.

Limitation (Time period to make a claim)

A claim must be started within 3 years you are claiming about.

Legal Expenses Insurance Cover

You may have a legal expenses insurance policy which can be used by you to pursue your claim for recovery of sums due to you from the lender. This may be under a motor insurance policy/home insurance policy or any other relevant insurance policy you may have. Although you have advised us you have no such insurance policy in place, we would advise you to re-confirm this to be the case. If you do have the benefit of such an insurance policy, you should contact us immediately prior to signing and returning these terms and conditions as a Damages Based Agreement may not be the appropriate method of funding your case.

Your Authority for Us to Make Deductions from Your Compensation

By agreeing to be bound by these terms and conditions of business, you authorise the lender or their representatives against whom your claim is successful to release to us any compensation recovered on your behalf. You further authorise Invicta Legal Limited on successfully pursuing your claim for compensation to deduct from your damages (compensation) sent to us the amount payable to us as referred to above in respect of the Damages Based Agreement along with the cost of all disbursements that have been incurred in your case.

DECLARATION

I confirm that I have read and understood these terms and conditions of business for Invicta Legal Limited as set out in this document and my signature below is my agreement to be bound by these terms and conditions in relation to Invicta Legal Limited acting for me in pursuing my claim for compensation against the lender. I understand that my continuing instructions in this matter will amount to acceptance of these terms and conditions of business.

Client Signature:

Print Name:

Date:

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Notice of the Right to Cancel

ONLY SIGN IF YOU DO NOT WISH TO CONTINUE WITH YOUR CLAIM

This only applies if you sign the Damages Based Agreement:

At your home, workplace or at someone else's home; or

At our offices but following a visit by us (or by someone acting on our behalf) to your home, workplace or someone else's home; or

At our offices but following a meeting between us away from our offices

You have the right to cancel this contract, without reason, if you wish and can do so by delivering, sending (including electronic mail) a cancellation notice to the person mentioned below at any time within 14 days starting with the day of receipt of this Notice.

The person to whom a cancellation notice may be given is Rifat Wazir of Invicta Legal at 3000 Aviator Way, Manchester M22 5TG

Your Case Reference:

Notice of cancellation is deemed to be served as soon as it is posted or sent to us.

You can use the cancellation form provided below if you wish.

Signed on behalf of Invicta Legal:

Dated:

If you wish to cancel the contract, you must do so in writing and deliver personally or send (which may be by electronic mail) this to the person named below. You may use this form if you want to, but you do not have to.

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT)

To: [Rifat Wazir] of Invicta Legal at 3000 Aviator Way, Manchester M22 5TG

Case Reference No:

I hereby give notice that I wish to cancel my Damages Based Agreement with your firm.


Signed: Name (please print):

Address:

Date:

If this agreement is cancelled when a reasonable offer of payment has been made, we will enforce our charges of 25% + VAT. Any disbursements that have been incurred after 14 days of the date of this contract will remain your liability.

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Letter of Authority

Our ref:

Lender name:

In order to proceed with your claim for compensation for mis sold car finance, your solicitor or agent will need to see your care finance agreements. Solicitors or agents usually need to access ALL records/ agreements as they need to assess which parts are relevant to your case.

This authority allows Invicta Legal to deal directly with your claim and to provide any information and payments as requested.

This authority will endure until further notice.

Please sign and return in the 'Account Holder' box below (If the claim is in respect of a joint policy, both people must sign, if you have changed your surname since dealing with the credit provider and not informed the company, please add this and sign with your original signature).

<u>Account Holder 1</u>	<u>Account Holder 2</u>
Print Name:	Print Name:
Address:	Address:
Postcode:	Postcode:
Date of Birth:	Date of Birth:
Previous Name(s):	Previous Name(s):
X Signature:	X Signature:
Date: _	Date: _

Previous Addresses

.....

.....

The account holder/s listed above are referred to as Claimants below.

The Claimants authorise Invicta Legal of Manchester Business Park, 3000 Aviator Way M22 5TG to act as sole representatives to deal with any potential claim for compensation in relation to car finance agreements in respect of a mis sold car finance (PCP, HP) Broker Commissions, and / or any loans associated with the account on all products and accounts that the Claimants previously had.

Invicta Legal are instructed to pursue all aspects they consider necessary in relation to my/our dealings with your organisation. This letter of authority relates to ALL products and accounts the Claimants currently and have previously had.

The Claimants have read, understand, and agree to Invicta Legal Terms and Conditions as detailed in their CFA/DBA. The Claimants give full authority, in accordance with the FCA's Dispute Resolution Guidelines, to act on their behalf as sole Solicitors/agents to pursue all aspects they deem necessary in relation to all financial affairs with the aforementioned Provider(s), in order to settle the case.

The Claimants understand and agree that if Invicta Legal are successful in claiming compensation, they will charge a fee between **15-30% plus VAT based on the amount awarded** for settlement of the mis sold car finance claim/ broker Commissions in accordance with their Damages Based Agreement and in respect of monies recovered for claim.

Invicta Legal are authorised to complain to the Financial Ombudsman Service if this is believed to be in the Claimants best interests. In addition to the present Letter of Authority the Claimants will need to provide further information when raising an expression of dissatisfaction to you (The Bank/Building Society/Card Provider/Finance Provider/Loan Broker/Underwriter/Insurance Provider/Financial Advisor/Pension Provider/Mortgage Broker/ about the underlying product(s), service(s) and where known, specific account number(s) being complained about.

The Claimants Authorise and instruct:

You (The Bank/Building Society/Card Provider/Finance Provider/Loan Broker/Underwriter/Insurance Provider/Financial Advisor/Pension Provider/Mortgage broker) to: -

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1. Liaise exclusively with Invicta Legal in respect of all aspects of their potential complaint/claim for compensation as stated above.
2. Immediately release to Invicta Legal any information/documentation relating to their car finance agreements, commissions which may be requested by them by telephone or in writing (including fax or email). This includes information in response to a request made under Sections 77-78 of the Consumer Credit Act 1974 and/or Section 45 of the Data Protection Act 2018 and Article 15 GDPR
3. Correspond with Invicta Legal directly for all information in relation to this matter
4. **Release any compensation/monies recovered directly Invicta Legal by way of a BACS Payment or Cheque as my instructed Solicitors and for the amount due to me to be deposited into Invicta Legal' Client Account.**

Invicta Legal are authorised to accept or reject any payment(s) you offer as settlement or compromise and to refer any complaints to the Financial Ombudsman Service if necessary. The Claimants understand that a claim could be pursued against you directly without Invicta Legal but have opted to engage Invicta Legal to pursue the claim, whose fees will be recoverable from The Claimants. We have received details of the fees payable to Invicta Legal, in respect of services provided for pursuing this claim.

The Claimants consent for any third party to provide Invicta Legal with any information they request and may require to pursue the claim/complaint. The Claimants authorise you to accept any signatures on documents sent to you by Invicta Legal which have been obtained electronically (e-signed). The Claimants confirm that the information given in this letter is accurate and in the best of their knowledge a truthful reflection of their recollections of events at the point of sale.



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Invicta Legal Limited
Manchester Business Park
3000 Aviator Way
Manchester
M22 5TG

Ref: Lender Name
XXXXXXX

FORM OF AUTHORITY

I xxx hereby authorise and instruct Invicta Legal of Manchester Business Park, 3000 Aviator Way, Manchester, M22 5TG to act on my behalf in line with their terms and conditions of business that have been provided to me/us.


I authorise xxx

And any of their subsidiary companies to provide to Invicta Legal Limited of Manchester Business Park, 3000 Aviator Way, Manchester, M22 5TG all information and documentation that may be requested below by them in relation to any finance agreement (PCP) entered into by me relevant to my account and any related accounts with xxx and/or any other subsidiary companies. I authorise xxx and/or any of their subsidiary companies to provide my solicitors Invicta Legal Limited also with the following information:

1. All correspondence between you and the "The Customer", including any signed agreements;
2. Accounting records showing all charges made to and payments received from the Customer;
3. All invoices or receipts for commission or payments made or received by you in relation to any accounts/agreements entered into by the customer
4. All internal correspondence and other documents relating to the Customer;
5. All contracts and agreements in any format relating to referral fees or commission made or received by you that are related to the Customer's agreement.

Signed: _____
Print: _____
Dated: _____

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Identity Verification Request

Our Ref:
Name:
Date of birth:

Pursuant to Money Laundering Regulations, we have a duty to identify our clients. Please provide us with duly certified copies of at least one document from List A and two documents from List B.

List A – Evidence of Identity (ONE DOCUMENT)	List B – Evidence of Residence (TWO DOCUMENTS)
<ul style="list-style-type: none"> • Current signed/valid Passport • A valid UK photo Card • Original Birth Certificate (must have been issued within 12 months of DOB) • Photo Driving License • A Valid HM Forces Identity Car • National Identity card bearing a photograph of the applicant 	<ul style="list-style-type: none"> • Bank, building society or Credit Statement dated within last 3 months • Council or housing association rent card of tenancy agreement for current year/month • Original mortgage statement from a recognised lender issued for the full year • HMRC self-assessment letter of tax demand dated within current financial year • Electoral Register Entry • Utility bill (gas, electricity, landline phone bill) issued within the last 3 months • Local authority council tax bill for the current tax year • Current UK driving license (But only if not used for identity evidence) •

Please complete declaration below;

I confirm I will provide my solicitor with the above requested documents within 7 days of receiving the request.

I understand a failure to confirm my identity could result in termination of my claim and I may be able to pay my solicitor expenses and disbursements.

Name:

Signature:

Date:

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Complaints Policy

We are committed to providing a high quality of service to all our clients. We welcome any suggestions you wish to make which you feel could improve our service. If at any point you become unhappy with the service, we provide you with, then you should inform us immediately so that we can do our best to resolve any issues for you. We have a procedure in place which details how we handle complaints which is available from us on request. We have eight weeks to consider your complaints.

If we are unable to resolve your complaint, then you can have the complaint independently looked at by the Legal Ombudsman. The Legal Ombudsman investigates complaints about poor service from Lawyers.

The Legal Ombudsman can investigate complaints for up to six years from the date of the issue occurring or within three years of when you realise there was an issue. If you wish to refer your complaint to the Legal Ombudsman this must be done within six months of our final response to your complaint. If you would like more information about the Legal Ombudsman their contact details are as follows;

- Visit www.legalombudsman.org.uk or
- Email enquiries@legalombudsman.org.uk or
- Call 0300 555 0333 between 8.30am to 17.30pm. Calls to 03 numbers will cost no more than calls to national geographic numbers (starting 01 or 02) from both mobile and landlines. Calls are recorded and may be used for training and monitoring purposes. For minicom call 0300 555 1777 or
- Write to Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ

Do not send original documents to the Legal Ombudsman. They will scan any documents you send to make computer copies and then destroy the originals.

Data Protection, The General Data Protection Regulation (Regulation (EU) 2016/679) & Confidentiality

In the course of providing legal services to you, we may acquire either direct from yourself or from third parties, personal data about you.

We want to assure you that we are treating your data carefully. Our privacy Notice explains what we do with any personal information which we collect from you, how we deal with your data and your rights. Our Privacy Notice is available at www.invicta-legal.co.uk. If such personal data or sensitive data is obtained it will be processed and used to enable us to provide the service which you have instructed us to provide to you. By instructing us to act on your behalf you give your explicit consent to the storage, processing and use of this personal data and the possible transfer of the data within and outside the United Kingdom.

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