

The complaint

Mr B complains about Consultation Claims Ltd (“CCL”) and their refusal to cancel an agreement without a termination fee being applied.

What happened

The claim and complaint circumstances are well known to both parties. So, I don’t intend to list them chronologically in detail. But to summarise, CCL were instructed to pursue a mis-sold Motor Finance Commission claim in September 2025. Around a month later, Mr B asked to cancel this agreement. In response, CCL explained a termination fee would apply. Mr B was unhappy about this, so he raised a complaint.

In summary, Mr B disputed instructing CCL to pursue a claim on his behalf at all. And because of this, he set out why he felt a termination fee was unfair and he asked that CCL cancel his claim without a cost to himself.

CCL responded to the complaint and didn’t uphold it. They set out why they were satisfied Mr B had instructed them to pursue a claim, which included him uploading a driving license as part of this process. And they explained that as Mr B had cancelled after the 14-day cooling off period, a termination fee would apply as set out within the terms and conditions of the agreement in force. Mr B remained unhappy with this response, so he referred his complaint to the Claims Management Ombudsman, a Financial Ombudsman service.

Our investigator looked into the complaint and upheld it. Both parties have had sight of this outcome, so I won’t be recounting it in detail. But in summary, our investigator explained that CCL hadn’t provided evidence to show the work they completed on the claim, before Mr B made his cancellation request. So, considering this lack of evidence against the agreement’s terms and conditions which explained a termination fee would depend on the work carried out, they set out why they were unable to be satisfied a termination fee was fair, or applicable. So, they recommended CCL cancel Mr B’s agreement and waive any termination fee.

Mr B accepted this recommendation. But CCL didn’t respond. So, our service must assume it was rejected. Because of this, the complaint has been passed to me for a decision.

What I’ve decided – and why

I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

Having done so, I’m upholding the complaint for broadly the same reasons as our investigator. I’ve focused my comments on what I think is relevant, in line with our services informal approach. So, if I haven’t commented on any specific point, it’s because I don’t believe it’s affected what I think is the right outcome.

I note Mr B initially disputed instructing CCL, stating he didn’t sign the documents that authorised CCL to pursue a claim on his behalf. But having reviewed the evidence on file,

which includes the provision of Mr B's own driving license, I'm satisfied that on the balance of probability, Mr B did most likely instruct CCL. I say this because I think it's most likely that only Mr B could have provided the driving license. And so, it follows that I'm persuaded Mr B provided this under the knowledge that CCL would use this as part of their authorisation process to then pursue a claim on his behalf.

By instructing CCL, Mr B agreed to be bound by the terms and conditions of the agreement. So, I've reviewed these at length when deciding whether CCL have acted fairly and reasonably.

These explain that any cancellation made after the initial 14-day cooling off period may incur a termination fee. But crucially, they also explain that any termination fee would be "*a reasonable amount for the time we have spent working on the claim*" before reasserting that "*termination fees will be reasonable and will be calculated on the basis of the time we have spent working on the claim up to the point at which you notify us of the termination.*"

So, I'm satisfied the terms and conditions don't allow CCL to charge a termination fee automatically, even if a cancellation request was made outside of the 14-day cooling off period. Instead, I'm satisfied it's made reasonably clear a termination fee would be dependent on the work CCL completed.

In this situation, Mr B made his cancellation request on 15 October 2025. And our service has made more than one request to CCL to provide evidence of the work they completed before this date, alongside confirmation of the termination fee amount and its breakdown. But to date, this evidence hasn't been provided.

That being said, I note in their initial submission CCL provided screenshots of emails sent to Mr B. But these screenshots only show the subject lines, with these emails being categorised as "*marketing emails*". So, while some of these emails subject lines do state "*your claim has been submitted*", this isn't enough to persuade me a claim was definitively made to a lender on Mr B's behalf. Our service would need to see the actual submission correspondence, and this isn't something CCL has provided despite our services requests.

In situations such as this, where evidence has been requested and not provided, our service is able to reach a decision based on the information we have available, in line with the rules we work within set by the industry regulator. So, this is what I've done here.

Without this information, I've not be persuaded, or satisfied, that CCL completed any work of value on the claim. Nor have I been able to understand what termination fee is applicable, or that it has been calculated fairly, in line with the examples set out within the terms and conditions of the agreement.

So, because of the above, I've not been satisfied that CCL have acted fairly when charging a termination fee or refusing to cancel the claim without a termination fee being paid. So, I've then turned to what CCL should do to put things right.

Putting things right

When deciding what CCL should do to put things right, any award or direction I make is intended to place Mr B back in the position he ought to have been in, had CCL acted fairly in the first place.

In this situation, I note Mr B has already accepted our investigators recommendation for CCL to cancel the claim and waive any termination fee.

Having considered this recommendation, I'm satisfied it's a fair one that falls in line with our services approach and what I would have directed, had it not already been put forward.

I say this because had CCL acted fairly, I'm satisfied they would have actioned Mr B's cancellation request and cancelled the claim when requested in October 2025. And crucially, that this would have been done without a cost to Mr B, considering CCL have been unable to evidence the work they completed up to that point. So, this is what I'm now directing them to do.

My final decision

For the reasons outlined above, I uphold Mr B's complaint about Consultation Claims Ltd and I direct them to take the following action:

- Cancel Mr B's claim; and
- Ensure any intended termination fee is waived so the claim is cancelled at no cost to Mr B.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 5 May 2026.

Josh Haskey
Ombudsman