



Client briefing

FCA Financial Promotions Reforms – Practical Impact For Lenders And Brokers

May 2026

FCA Financial Promotions Reforms – Practical Impact For Lenders And Brokers

We have put together below a summary of the proposed FCA CP26/15 – CONC 3 changes and what this means for firms and how they should be preparing.

This paper summarises the FCA's proposed simplification of the consumer credit financial promotions regime and the wider discussion around APR disclosures, Representative Examples and customer understanding one of the key factors in the Consumer Duty regime. While many of the proposals remove prescriptive wording from CONC 3, firms should not treat this as a relaxation of standards. The FCA makes clear throughout the paper that Consumer Duty expectations remain central and that firms will still be expected to evidence good customer outcomes, clear communications and fair customer journeys.

It is noted that the consultation closes on **17 June 2026**, and the outcome of the consultation paper is expected later in the year. The FCA will follow the usual process in which it will consider feedback and decide on the next steps and if it later considers rule changes are needed it will consult in the normal way.

What the FCA is proposing

The FCA paper has two distinct parts:

- **(1) A consultation paper on simplifying CONC 3.** The proposed changes will appear in Appendix 1 of the Handbook. So, the aim is to remove duplicative, outdated or unnecessarily prescriptive requirements and rely more on the Consumer Duty where it considers that appropriate.
- **(2) A discussion paper on cost disclosure, including APR,** where currently the FCA is not yet proposing rule changes. It is seeking views on whether future changes may be needed to rules on representative APR, Representative Examples, APR triggers and the 51% Representative APR threshold. The FCA states that it does not consider the evidence strong enough at this stage to propose alternatives to the APR rules and instead wants a wider public debate, which makes sense.

What is driving the proposed reforms?

As we know, financial promotions are often a consumer's first contact with firms offering credit products and can influence understanding, comparison, shopping around and decision-making. Promotions should be clear, fair and not misleading and help consumers understand products and make effective comparisons.

The review follows the introduction of the Consumer Duty and after the Duty came into force, firms gave feedback that some CONC 3 financial promotion rules for consumer credit were overly complex or outdated. This led the FCA to commit to reviewing CONC 3.

The FCA's stated aims are to:

- remove duplicative and outdated requirements;
- remove requirements that restrict flexibility or hinder innovation, growth and firms' ability to deliver good outcomes;
- allow firms more flexibility to tailor customer-facing communications;
- promote consumer understanding;
- reflect technological developments in customer journeys;
- reduce unnecessary administrative burdens while keeping consumer protection through the Duty and retained CONC rules.

The Duty gives the FCA an opportunity to simplify CONC 3 and rely instead on high-level standards and principles, while allowing firms to consider customers' information needs across the whole customer journey. It notes that future wider credit information requirements are subject to the **Government's review of the Consumer Credit Act 1974** which as we know is already out. We have reviewed the policy statement on the CCA reforms in detail and will follow in our next special edition newsletter so do look out for this.

(1) Simplifying CONC 3

Which parts of CONC 3 are affected

We have set out below the areas of CONC 3 that are out of scope of this review:

- **CONC 3.4:** risk warnings for high-cost short-term credit;
- **CONC 3.7:** financial promotions and communications by credit brokers;
- **CONC 3.7A:** financial promotions and communications for P2P agreements;
- **CONC 3.9:** debt counsellors and debt adjusters, except for the proposal to relocate some guidance from CONC 3.3.10G into CONC 3.9.

All other sections of CONC 3 are in scope except for, as we have noted above, that APR and other price disclosure issues which are dealt with in Chapter 4 as a discussion rather than as immediate proposed rule changes.

Key proposed CONC 3 changes – retaining the clear, fair and not misleading rule

The FCA proposes to retain **CONC 3.3.1R**, the overarching rule that communications and financial promotions must be clear, fair and not misleading. Although this requirement is reflected in the Consumer Duty, it is a key consumer protection and retaining it preserves the private right of action subject to the existing restriction in CONC Schedule 5.

This is important because the FCA is not simply removing all CONC 3 protections; it is retaining provisions where it considers them important or where the Duty alone would not replicate the same legal effect.

Removing parts of CONC 3.3.1R that overlap with the Duty

Under the proposal specific parts of CONC 3.3.1R that are covered by the Consumer Duty will be removed.

The proposed removals are:

- **CONC 3.3.1R(1A)(d)**: the requirement that each communication and financial promotion be sufficient for and presented in a way likely to be understood by the average member of the group to which it is directed or likely to be received.
- **CONC 3.3.1R(1A)(e)**: the requirement not to disguise, omit, diminish or obscure important information, statements or warnings.
- **CONC 3.3.1R(1B)**: the requirement that comparisons or contrasts be fair, balanced and meaningful.

This is because the Consumer Duty already requires firms to support customer understanding, take account of customer characteristics, avoid foreseeable harm, act in good faith and test, monitor and adapt communications.

Removing CONC 3.2.3G: meaning of ‘prominent’

CONC 3.2.3G explains when information or a statement in a promotion or communication will be treated as ‘prominent’.

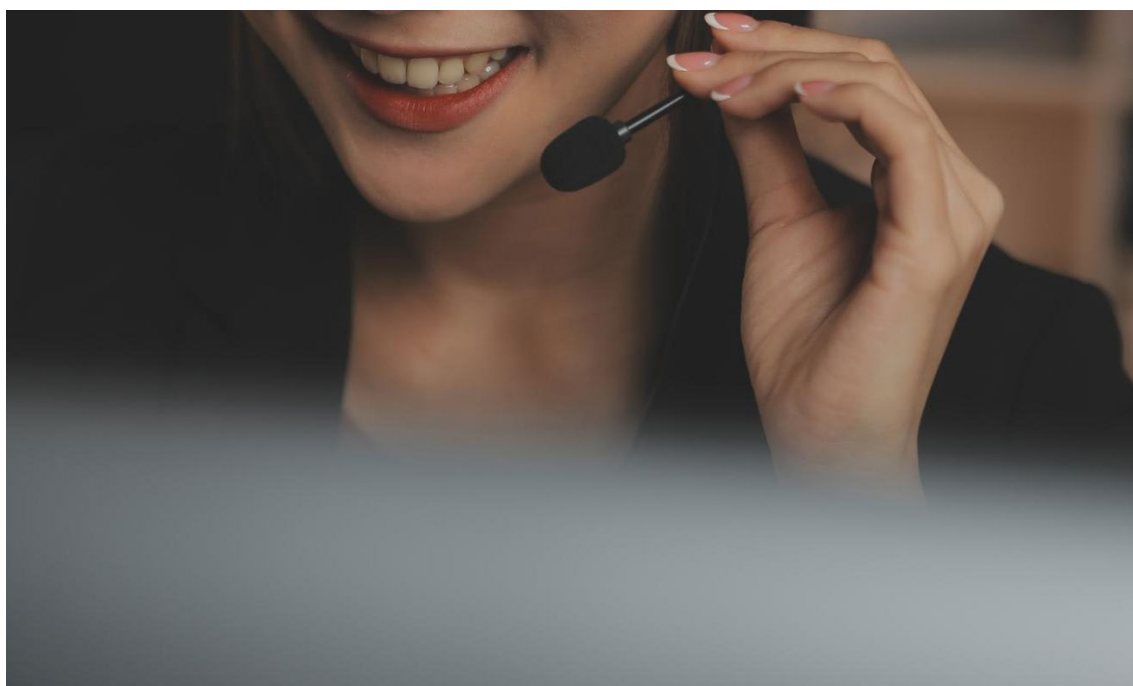
The current guidance says information is not prominent unless it is presented in relation to the other content in a way likely to draw the average customer’s attention to it.

This overlaps with Consumer Duty guidance, under which firms should make key information prominent and easy to identify, including through headings, layout, font, tables, bullet points, graphs, graphics, audio-visuals and interactive media.

Removing CONC 3.3.2R(1) and (2): plain language and legibility/audibility

CONC 3.3.2R(1) and (2) require communications and promotions to:

- use plain and intelligible language; and
- be easily legible, or clearly audible if given orally.



The remainder of CONC 3.3.2R is not amended by the draft instrument: only sub-paragraphs (1) and (2) are struck through in Appendix 1, with the trailing provisions of the rule preserved.

The Consumer Duty covers this and firms should explain jargon or technical terms as simply as possible where their use is unavoidable.

Revising CONC 3.3.10G: examples of likely breaches of the clear, fair and not misleading rule

CONC 3.3.10G currently gives helpful examples of practices likely to contravene the clear, fair and not misleading rule.

There are three different treatments for the existing guidance:

First, removing CONC 3.3.10G(1) to (5), because the Consumer Duty's consumer understanding outcome captures those issues. These examples are:

- stating or implying that a firm is a lender when it is not;
- misleading a customer as to the availability of a particular credit product;
- concealing or misrepresenting the identity or name of the firm;
- using false testimonials, endorsements or case studies;
- using false or unsubstantiated claims as to the firm's size, experience or pre-eminence.

Second, moving CONC 3.3.10G(6) to (8), which relate to debt solutions, into CONC 3.9. These should be retained because they clarify how firms should communicate debt-related support and remain necessary to reduce harms from products or services targeted at consumers in financial difficulties.

Third, retaining CONC 3.3.10G(9), which suggests that repayments will be lower under a proposed agreement without also mentioning, where applicable, that the agreement duration will be longer or the total amount payable will be higher.

Moving debt-solution guidance into CONC 3.9

The draft Handbook text moves the debt-solution examples into **CONC 3.9.2G(3)**. The relocated examples cover practices likely to breach the clear, fair and not misleading rule in relation to debt solutions, including:

- claiming or implying that a customer will be free of debt in a specified period, or emphasising a debt-free life or a stress-free or immediate solution;
- providing online tools such as budget calculators or advice websites that recommend a debt solution without sufficiently assessing the customer's financial position or without clear warnings that the financial data entered must be accurate;
- emphasising savings from rescheduling debts without explaining that lenders are not obliged to accept less than they are entitled to, or to freeze interest and charges, and that the result may increase the total amount payable, extend the period of repayment and impair the customer's credit rating.

The reason for relocation is to bring debt-related provisions together in CONC 3.9 so the rules are more coherent and easier to navigate.

Amending CONC 3.3.11AG(1) for the DMCCA

The FCA plans to amend **CONC 3.3.11AG(1)** to reflect changes made by the Digital Markets, Competition and Consumers Act 2024.



As we know, the DMCCA repealed the Consumer Protection from Unfair Trading Regulations and restated and updated the unfair commercial practices rules. The draft text updates the BNPL-related guidance so that it refers to the DMCCA rather than the Consumer Protection from Unfair Trading Regulations 2008.

Removing CONC 3.3.7G: omission of relevant facts

CONC 3.3.7G says that when communicating information, a firm should consider whether omitting any relevant fact would make information given to the customer insufficient, unclear, unfair or misleading.

The FCA can rely on the Consumer Duty requirements to act in good faith, avoid foreseeable harm and retain the overarching clear, fair and not misleading rule.

Removing CONC 3.3.8G: comparisons and contrasts

CONC 3.3.8G explains that a comparison or contrast may be with another person, product or service, whether offered by the firm or another person.

This guidance becomes unnecessary if CONC 3.3.1R(1B) is removed.

Removing CONC 3.3.11G: misleading introductions

CONC 3.3.11G concerns misleading a customer about the availability of a credit product. The example given is where a firm states or implies that it will introduce the customer to a provider of a standard personal loan, overdraft facility or credit card but instead introduces them to a high-cost short-term credit provider.

Misleading introductions would be covered by the Duty, including the obligations to act in good faith and avoid foreseeable harm, and by the retained clear, fair and not misleading rule.

Removing CONC 3.3.12G: overdraft sums as borrowing or credit

CONC 3.3.12G says that a communication or promotion referring to sums available by way of an authorised non-business overdraft agreement should make clear that those sums constitute borrowing or credit.

This level of detail is unnecessary under the Duty because firms must support customer understanding and communicate in a way that is clear, fair and not misleading.

Proposed changes to financial promotion disclosure rules – amending CONC 3.5.11R: security or guarantor requirements

CONC 3.5.11R currently requires a financial promotion to state that security ‘is or may be required’ and to specify the nature of the security.

The FCA distinguishes between:

- products where a guarantor or other security is an inherent and integral part of the product design; and
- products where security might be required depending on consumer circumstances.

The proposed change is that where products **require** security or a guarantor, the promotion must include reference to this. But where the need for security depends on consumer circumstances, it will no longer be a requirement to state that security may be required. Firms should still consider whether additional information might be helpful in some cases.

Removing CONC 3.5.12R: restricted expressions

CONC 3.5.12R restricts firms’ use of certain expressions in financial promotions unless specified conditions are met.

The ‘restricted expressions’ include:

- “overdraft” or similar expressions, except where the agreement enables a customer to overdraw on a current account;
- ‘interest free’ or similar expressions, except where the total amount payable does not exceed the cash price;
- ‘no deposit’ or similar expressions, except where no advance payments are to be made;
- ‘gift’, ‘present’ or similar expressions, except where there are no conditions requiring the customer to repay the credit or return the item;
- ‘weekly equivalent’ or similar periodical-equivalent expressions for repayments unless those periodic payments are actually provided for under the agreement.

The consultation suggests these restrictions are unnecessarily prescriptive and no longer required in an outcomes-focused regime. The Duty and the retained clear, fair and not misleading rule provide similar consumer protections by requiring terminology to be used in the right context and not misleadingly.

Removing CONC 3.5.10R: ancillary service statements

CONC 3.5.10R currently requires a clear, concise and prominent statement where a consumer must enter into a contract for an ancillary service to obtain the credit, or to obtain it on the promoted terms and where the cost of that ancillary service cannot be determined in advance.

The current rule also requires the statement to be presented with any Representative APR in the financial promotion and does not apply to authorised non-business overdraft promotions.

This level of detail is unnecessary under the Duty because firms must support consumer understanding and communicate in a way that is clear, fair and not misleading.

Consequential amendment to Representative Example prominence wording

Appendix 1 includes a consequential amendment to **CONC 3.5.5R**, which deals with the presentation of Representative Examples. This is linked to the proposed removal of **CONC 3.5.10R**, because **CONC 3.5.5R** currently contains a cross-reference to the ancillary-service statement in **CONC 3.5.10R**. This is treated as consequential to the **CONC 3.5.10R** deletion, not as a separate policy change, because the paper's policy discussion identifies the substantive proposal as removal of **CONC 3.5.10R**.

Proposed removal of **CONC 3.6: credit agreements secured on land**

CONC 3.6 will be removed in its entirety. **CONC 3.6** sets out requirements for financial promotions about credit agreements secured on land.

This section is prescriptive and includes elements from the Consumer Credit (Advertisements) Regulations 2004, which have been repealed. It acknowledges that some **CONC 3.6** provisions, specifically consumer warnings, are not replicated by the Duty. However, this type of lending is understood to be extremely rare because loans secured on land will generally fall under the regulated mortgage regime. For any such lending that does occur, the FCA considers it sufficient to rely on high-level principles, including **CONC 3.3.1R** and the Duty outcomes.

The FCA also recognises that consumers taking out such loans could see this as a significant change, and it asks for stakeholder information on the extent of this lending and the impact of the proposal.

Changes to lender-specific provisions

It is noted that the following provisions will be removed from **CONC 3.8**, relying instead on the Consumer Duty and retained high-level requirements:

- **CONC 3.8.2R(2):** the rule that a firm must not state or imply that providing credit is dependent solely on the value of equity in property on which the agreement is to be secured.
- **CONC 3.8.3G:** guidance that an agreement is likely to be unsuitable where a firm promotes, suggests or advises taking out a secured loan, or replacing or converting an unsecured loan into a secured loan, when clearly not in the person's best interests; or promotes high-cost short-term credit as suitable for sustained longer-term borrowing.
- **CONC 3.8.4G:** guidance that the unsuitability of an agreement for **CONC 3.8.2R(3)** does not apply to the question of whether a customer should enter into a regulated credit agreement at all.

The Duty goes beyond these requirements because firms must support customers in pursuing their financial objectives, avoid foreseeable harm and act in good faith.

Removal of outdated requirements

The FCA identifies two provisions it considers outdated and proposes to remove them.

Removing CONC 3.2.2G: PECR signpost

CONC 3.2.2G signposts that the Privacy and Electronic Communications Regulations apply to unsolicited telephone calls, fax messages and electronic mail messages for direct marketing purposes, and notes that the Information Commissioner’s Office has produced guidance.

The reason is that the **Privacy and Electronic Communications Regulations** apply regardless of whether the FCA Handbook signposts them.

Removing CONC 3.3.9G: premium-rate telephone numbers

CONC 3.3.9G says that where a financial promotion or other communication includes a premium-rate telephone number, the firm should prominently indicate the likely total cost of a call, including price per minute, likely duration and the total cost if the customer calls for the full estimated duration.

Businesses are generally prohibited from using premium-rate phone numbers for customer service calls under the **Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**, so the guidance can be removed.

Appendix 1 also proposes a related deletion in **GEN 7.1.8G**, removing the reference to CONC 3.3.9G.



Application and cross-reference amendments

Appendix 1 includes amendments to application provisions and cross-references to reflect the proposed deletions. These include amendments to:

- **CONC 3.1.4R**, updating the list of CONC 3.3 provisions that apply (including removing the reference to the general requirements rule in CONC 3.3.2R, consistent with the deletion of CONC 3.3.2R(1) and (2));
- **CONC 3.1.7R**, removing references to deleted CONC 3.6 provisions and CONC 3.5.12R;
- **GEN 7.1.8G**, removing the reference to CONC 3.3.9G;
- **CONC 3.9.4AG**, updating the reminder so it refers to the debt-solution guidance now relocated to CONC 3.9.2G(3) (rather than to the former location at CONC 3.3.10G(6) to (8)).

These appear to be consequential amendments supporting the main proposed deletions and relocations.

Implementation proposal

The current proposal is for the new rules to take effect **three months after they are made**. The FCA indicated that this should give firms sufficient time to familiarise themselves with and implement the final rules, noting that the changes simplify existing requirements rather than introduce new ones.

Further transitional provisions are not required.

Cost Disclosure

Discussion around APR and cost disclosure changes

Chapter 4 is important, but it is not framed as a set of current proposed Handbook amendments. The FCA is discussing three key areas and seeking views:

- whether disclosure of Representative APR, and the triggers for Representative APR, support consumer understanding;
- whether mandatory Representative Examples, when triggered, support consumer understanding;
- whether the current 51% threshold for determining a Representative APR remains appropriate.

Although there is broad consensus that the current approach to APR and credit cost disclosure has flaws, alternatives create complexities and raise issues, including comparability, consumer choice, competition and growth in higher-cost credit. There is not enough strong evidence at this time to propose alternatives to the APR rules.

Representative APR: current rule and triggers under discussion

APR is a standardised annual measure of the cost of credit, calculated using a prescribed formula and assumptions. It is intended to give consumers a consistent benchmark for comparing credit products because it includes interest and certain fees and charges.

The current definition of Representative APR is an APR at or below which the firm reasonably expects, when the promotion is communicated or approved, that credit would be



provided under at least **51%** of the credit agreements entered into as a result of the promotion.

Three current triggers in **CONC 3.5.7R** for including a Representative APR have been identified:

- the promotion states or implies that credit is available to people who might otherwise consider their access to credit restricted;
- the promotion includes a favourable comparison relating to credit, express or implied, with another product or service;
- the promotion includes an incentive to apply for credit.

The question is whether these triggers should be changed or removed entirely and whether the Duty would be sufficient if the triggers were removed. This is a request for views, not a proposed rule change in the current draft instrument.

FCA's concerns about APR

There are concerns that APR can be hard for consumers to understand and may be less meaningful for some products.

For short-term higher-cost loans the annualisation formula can produce very high APRs. The example given is a £100 high-cost short-term loan over 30 days with interest at 0.8% per day. The borrower repays £124, including £24 interest, but the APR is around 1270%. The APR figure is far removed from the 24% interest added to the amount borrowed.

Products such as credit cards with high annual fees and additional services are also discussed. An example of a card with an interest rate of 29.4% per annum and a £650 annual fee, resulting in a Representative APR of 688.5% has been given. This may make APR less meaningful for comparison purposes in such cases.

Alternatives to APR discussed by the FCA

Possible alternatives or additions to APR include:

- pounds-and-pence disclosures;
- disclosures such as ‘for every £1 you borrow, you will pay £x in interest’;
- examples showing what would be repaid if a consumer borrowed a specified amount for a specified period;
- total repayable amounts per £100 or £1,000 borrowed;
- disclosures showing total interest, fees and overall total payable;
- the ‘plain numbers’ approach, which tested replacing APR and the representative example with information such as monthly repayments, total interest and total amount repayable.

These approaches may improve understanding of cost and affordability but may limit consumers’ ability to understand relative expensiveness or compare products if the APR or interest rate information is absent.

The illustration on page 30 of the paper shows three tested interfaces: a control interface with APR value and Representative Example; a plain numbers approach using simpler narrative and total interest; and a hybrid plain numbers approach that also includes APR and the Representative example.

FCA behavioural research: key findings reported in the paper

The FCA’s behavioural research tested different cost disclosure regimes, from APR-only to hybrid approaches and non-standard cost information.

The paper reports a number of findings:

- APR and term alone helped over 80% of participants correctly identify the lower total cost product where the lower-APR product also had the lower total cost.
- Where the higher-APR product actually had the lower total cost because of a shorter repayment term, only 17% correctly identified the lower total cost product.
- Non-standard credit cost information led to worse consumer outcomes on average than displaying APR alone.
- Showing total repayment in addition to APR helped around 70% to 90% of participants identify the lower-cost product across all product pairs, an improvement of between 4 and 53 percentage points compared with APR alone.
- Among those shown only the APR, 61% of participants consistently selected the lower-APR product as costing less in total overall, regardless of the actual total cost.
- Fewer than 1 in 5 participants answered all understanding questions correctly.
- Between 70% and 82% of participants agreed that being able to compare products is important.
- Only 44% of participants shown different information for different products reported that it was easy to compare products, compared with 60% to 80% where the same information was shown for both products.

The stated potential policy implications are that APRs remain a useful comparator metric,

that APR alone is not always enough, that supplementing APR with total repayment may benefit consumer understanding and that merely explaining APR may have limited impact.

Policy approaches the FCA asks about, but does not yet propose

The FCA asks for views on three broad approaches:

- retaining mandatory Representative APR disclosure while allowing flexibility for additional cost-of-credit disclosures alongside it;
- removing the requirement to display a Representative APR without prescribing an alternative cost metric, allowing firms to provide cost information they consider best supports consumer understanding;
- maintaining the current approach under which Representative APR is the sole prescribed cost metric.

The FCA also asks which products might benefit from alternatives, how criteria should be defined, and whether any products could suffer disadvantages.

This remains a discussion. The paper does not include draft Handbook text to change the APR disclosure regime at this stage.

Representative Examples

It is noted that a **Representative Example** is currently required under **CONC 3.5.3R(1)**, with some exceptions, when a financial promotion indicates a rate of interest or an amount relating to the cost of credit.

The Representative Example must include specified information, including:

- rate of interest and whether fixed or variable;
- other charges included in the total charge for credit;
- total amount of credit;
- Representative APR;
- cash price and advance payment for deferred-payment credit for specific goods, services, land or other things;
- duration of the agreement;
- total amount payable;
- amount of each repayment.

The FCA records feedback that Representative Examples may:

- add complexity without improving consumer understanding;
- have low comprehension, recall and retention in user testing;
- add cognitive load in restricted formats such as small screens, social media, banner advertising, TV, radio, audio formats and short videos;
- distract from clearer explanations of cost or risk;
- be perceived as complicated and slightly archaic in sales involving groups who frequently use digital devices.

The FCA specifically refers to Radiocentre’s comments on radio adverts and says Radiocentre’s research indicated that simplifying this rule could increase recall by as much as three or four times.

The FCA asks whether Representative Examples should continue to be required based on the current triggers, or at all. It also says that if the current requirement were removed, firms would still be expected to consider what information to provide at the appropriate point in the customer journey under the Duty.

Again, this is discussion only. The current draft Handbook text does not remove the Representative example requirements.

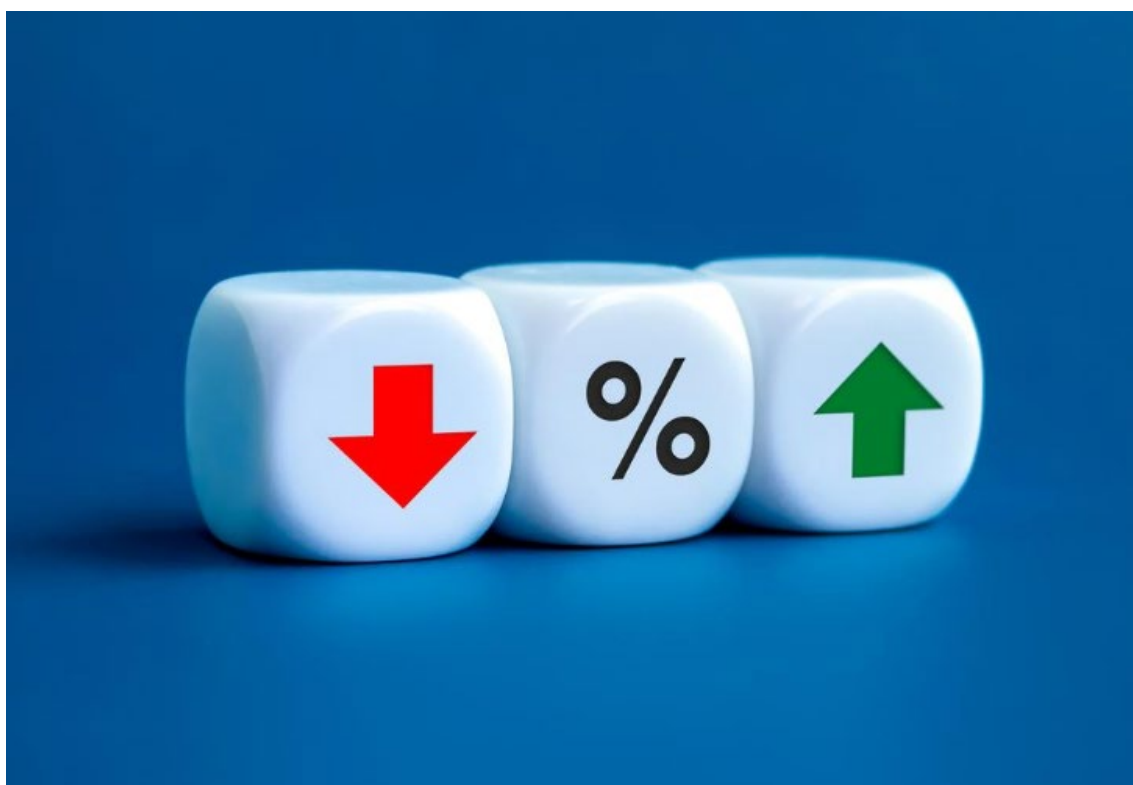
The 51% Representative APR threshold

Where a firm provides a Representative APR, it must reasonably expect that at least 51% of customers will get that APR or better as a result of the promotion. It notes that the previous ‘typical APR’ rule was set at 66% under the Consumer Credit Act regime and was changed to 51% in 2010 to meet the **Consumer Credit Directive 2008**.

The 51% threshold has been criticised where lenders use risk-based pricing, because up to 49% of consumers may not receive the advertised rate after application. The FCA states that this may lead to distress, disappointment, other possible adverse outcomes and mistrust.

There are a number of options noted:

- firms could set out their range of APRs;
- firms could indicate the proportion of customers likely to get each APR, or the range a ‘typical’ customer could receive;
- firms could explain the basis on which customers might be assigned a rate;



- firms could disclose the maximum rate that could be offered, alongside the Representative APR;
- the 51% threshold could be increased to 66% or another percentage;
- the FCA could provide guidance under the Duty that firms should better explain what Representative APR means, that consumers might be offered a higher or lower APR, when they will learn the actual APR, and any adverse impact if they then decide not to proceed.

Moving from 51% to 66% would increase the number of applicants offered the advertised rate but would still leave up to one third of applicants potentially being offered a higher rate. The FCA also says such measures could create tension with risk-based pricing and could affect access to credit and competition.

Use of the word ‘representative’

Should the word ‘**representative**’ be required where a firm offers only a single APR for the product in question? The FCA says the rationale for the term is less clear where the customer can only receive the advertised APR.

Can the term be omitted in those circumstances? Where rates vary, another term such as ‘**typical**’ or ‘**illustrative**’ might be more appropriate.

What is not proposed to change at this stage

Based on the paper, the following are **not proposed rule changes at this stage**:

- the APR disclosure regime itself;
- the three representative APR triggers in CONC 3.5.7R;
- the representative example requirement;
- the 51% representative APR threshold;
- the requirement to use the word ‘representative’ alongside APR;
- the CONC 3.4 risk warning for high-cost short-term credit;
- CONC 3.7 credit broker rules;
- CONC 3.7A P2P agreement promotion rules;
- most of CONC 3.9, except for relocation of debt-solution guidance into it.

The FCA is seeking evidence and views on several of these matters but says any future rule changes would be subject to a further consultation where appropriate.

Important caution in the FCA paper

Removing provisions does not mean the conduct addressed by those provisions is acceptable or no longer important. The paper says that in many cases the Consumer Duty sets a higher standard and such conduct would continue to be captured and challenged under firms’ Duty obligations. The FCA says its policy intent is to consolidate requirements within the Duty where similar outcomes can be achieved with greater flexibility.

Matters deliberately not covered

Excluded from this report:

- **Annex 1**, which lists the consultation questions;
- **Annex 2**, the cost benefit analysis;
- **Annex 3**, the compatibility statement.

No substantive proposed Handbook change from Chapters 1 to 4 or Appendix 1 has been knowingly omitted. The only area treated cautiously is Chapter 4: it discusses possible future changes but the FCA does not present those as current proposed rule amendments in the draft instrument.

What happens next?

As noted above, the consultation closes on **17 June 2026** and the FCA has indicated it intends to publish its final response later in 2026.

Importantly, a number of the most commercially significant areas – including Representative APR, Representative Examples and wider cost disclosure requirements – remain discussion points rather than formal rule changes at this stage and may still be subject to further consultation.

Firms should also be mindful that, despite the proposed removal of certain prescriptive CONC requirements, the FCA repeatedly makes clear throughout the paper that Consumer Duty standards remain central and that firms will still need to demonstrate good customer outcomes and customer understanding across the full customer journey.

Once final rules and timings are confirmed, Auxillias intends to publish a practical implementation guide for lenders, brokers and intermediary firms setting out the operational impact of the reforms and the practical actions firms should consider.

How Auxillias can help

Auxillias supports lenders, brokers and financial services firms with both current financial promotions compliance and preparation for the FCA's proposed CONC 3 changes. Our work is practical and tailored to how firms actually market and distribute products across websites, digital journeys, introducer networks and customer communications.

We can help firms:

- update policies, training and internal controls as the FCA finalises changes to CONC 3;
- provide support with implementation planning once the FCA publishes final rules and timings.
- review existing financial promotions, websites and customer journeys against current FCA requirements, Consumer Duty and consumer law expectations;
- assess whether key disclosures, risk warnings and pricing information are clear, fair and not misleading;
- review representative APR usage, Representative Examples and supporting cost disclosures;

- test whether promotions and journeys support customer understanding in line with the FCA's increasing focus on outcomes rather than prescriptive wording;
- review governance, approval and sign-off processes for marketing and compliance teams; and
- support remediation work where issues or gaps are identified.

In practice, this may include a staged project covering initial gap analysis, remediation recommendations, updates to customer-facing materials, governance support, staff training and implementation oversight.

Ongoing support can also be provided through **Auxillias On Demand** for firms wanting regular legal, regulatory and compliance input as the reforms develop.

We also intend to produce a detailed practical guide once the FCA finalises the rules, similar to our recent **Board Blueprint** publication, focused on the operational, governance and implementation impact of the reforms across the consumer credit market.



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