



**Pre Disclosure/ Pre Contract Information:**  
**Please read this document carefully**

**1. WHY HAVE I BEEN SENT THIS INFORMATION?**

**You are currently considering engaging ABC Incorporation Ltd. to act as your representative for claims management services in respect of Payment Protection Insurance (PPI) that may potentially have been mis-sold to you. This information is provided for your benefit and to protect your rights as a consumer. Please read it carefully so that you may make an informed decision about whether you would like to engage our services.**

**2. WHAT HAPPENS NEXT?**

If you have a potential case that you decide you would like us to investigate for you, our Claims Executive will take as many details over the telephone as you are able to supply in order to start the process of exploring whether PPI was mis-sold to you or not. The Claims Executive will help to assess your circumstances and to consider if you might have a valid Claim or not. If there is no evidence of PPI or suggestion that PPI might have not been mis-sold, you will be deemed as not having a valid Claim and no fee would be payable by you. If, however, there is evidence to support a potential Claim, and your circumstances merit making a Claim(s), you will be given the option to engage out services by signing paperwork from us to act on your behalf. A pack will be sent by post for you to read the information carefully and consider your options. If you would like us to act on your behalf you should sign the paperwork attached and send it back to us so we can assess the evidence on any potential Claim(s).

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**Our “No Win No Fee” arrangement means just that. There is NEVER a fee to pay upfront.**

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**3. WHAT ARE THE RISKS OF CLAIMING?**

A potential Client who has been made bankrupt, is heavily indebted or who is in an IVA arrangement should discuss their circumstances openly and honestly with our Claims Executive. In some circumstances, the benefits of trying to claim compensation might be outweighed by the possibility of becoming more in debt, and under these circumstances we would not encourage a Claim. If you had lending with an ex-partner who you are no longer in contact with, we would be unable to progress any joint claims. We are also required under the rules of our regulator to remind you that until you appoint us to act as your sole representative you have the right to attempt a Claim yourself by going direct to your Bank/Lender or to approach the Financial Ombudsman Service/ Financial Services Compensation Scheme (both free services available to the general public), or to seek out alternative suppliers of claims services. As a responsible and ethical firm, we will not sign potential Claims with Clients who are known to be in poor health (who may need to claim benefits upon the PPI cover they have), the elderly or otherwise vulnerable persons. If you have other means of making a claim, such as legal insurance cover, you should also consider this route fully before engaging the services of a Claims Management firm.

**Please be honest with us about your circumstances, to help us advise you responsibly and to act in your best interest. If it is not appropriate for you to claim, based on the information you provide to us at your initial assessment, we will be clear about this, no contract will be made, and no fee would be payable for the assessment.**

**4. I WANT TO APPOINT ABC. WHAT NOW?**

The terms and conditions that follow form part of a written agreement between you (the Client) and the company ABC Incorporation Ltd. that you will be asked to sign if you choose to engage our services. Please familiarise yourself with the key points, so that you can think about it before signing and call one of the Claims Executives if there is anything you are not clear about. On our **Free phone number 0808 126 3153** with any questions you might have.

### **You will be asked to sign your agreement that:**

*You appoint, instruct and Authorise ABC Incorporation Ltd ("The Company") to act on your behalf as your sole representative in respect of your claim(s) for the potential mis-selling of Payment Protection Insurance. By doing so you acknowledge your right in law to pursue the claim yourself or to engage other suppliers of claims services, but have voluntarily opted to waive this right. You confirm that you shall provide, accurately and in full, all information in your possession as required by the Company as requested, in particular any documents in your possession which might indicate the existence of a PPI policy being attached to your loan, mortgage or credit card. In all cases ABC will confirm by way of a subject access request notice (SARN) the existence of a PPI policy before submitting a complaint on your behalf. You agree to forward all correspondence and documentation received from the relevant financial institution (Bank, Building Society, Loan Company, Credit Card company or Broker/ Lender who sold the policy to you/ gave you the advice) to the Company as soon as practical and within 21 days of receipt. You agree to deal promptly with reasonable requests for authority information/ documents/ further instructions that ABC may require from time to time, working in partnership with us for your benefit. In addition, you shall not enter into any agreements nor agree any amount of Compensation relating to your claim(s) without first informing the Company.*

### **The Company will use reasonable endeavour to:**

- Assess, free of charge, your claim to determine if it may be reasonably and viably proceeded with
- Correspond with the Bank, Loan Company or Lender on your behalf
- Review all information provided by you, the Bank, Loan Company or Lender
- Undertake all necessary negotiation & settlement figures on your behalf, including calculation of money owed/value of claim(s). Please note your bank may uphold other mis-sold PPI that you may have purchased as a result of our approach to them. If this is the case, we will deal with these cases on your behalf under the same terms and conditions
- Provide representations to the Financial Ombudsman/ FSCS (or successors to the same) in respect of your claim(s) as appropriate
- Preserve confidentiality of data held by the Company save as expressly or implicitly authorised to the contrary including where disclosure is made at the Clients request or with consent or in relation to pursuing the claim(s) or where disclosure is otherwise required by law
- The Company makes no representation or warranty to you that compensation will be obtained or is guaranteed nor that any claim will be successful.
- We undertake to use all our reasonable endeavours to obtain the maximum compensation for any claim(s) which are pursued on your behalf.

### **Fees**

*You agree that upon any compensation paid directly by the Bank, Loan Company or Lender to you, you will pay to the Company its agreed fee of 29.5% plus VAT which is the equivalent of (35.4% Inclusive of VAT)*

### **Fee examples:**

- *If we obtain an offer of £1,000 compensation, (including any statutory interest payable by the lender which is normally calculated at 8%), our fee would be £295 plus £59 VAT = £354 (VAT calculated at the current prevailing rate). The remaining balance of £646 is retained by the client*
- *If we recover £1,000 compensation and part of the redress is credited to your finance for example £300 is paid to settle your outstanding loan balance and the remaining £700 is paid direct to you, our fee would be £295 plus £59 VAT = £354 The remaining balance of £346 is retained by the client*
- *If we recover £1,000 compensation and all of the redress is credited to your finance for example £1,000 is paid towards your outstanding credit card balance and £0 is paid direct to you, our fee would be £295 plus £59 VAT = £354*

*If you do not accept the offer of compensation from your Bank, Loan Company or Lender provided that it has been calculated using FCA/FOS guidelines, you will be liable to pay to the Company its agreed fee as stated above. In the event the Company takes steps to recover any fees due and unpaid by you to the Company, you will pay the Company's costs in recovering the debt. The Company's fees are due/ payable upon presentation of its invoice and within 7 days of cleared funds being received. If any part of the Company's fees remains unpaid for more than 21 days after delivery then interest is payable at 4% above the prevailing Barclays Bank rate. If a claim is unsuccessful you will not be liable to pay any fees for the claim concerned. ABC never takes any "Up Front" fees from clients and ABC only works on the basis of a Conditional Fee Agreement.*

### **Cancellation**

*The Company reserves the right at any time, at its discretion, not to pursue a claim for compensation and you will be notified if this should occur. The Company can cancel this Agreement at any time and no fee will be payable by you if the Company believes that there are no grounds for a claim or that claim(s) are unlikely to succeed, that the value of your claim is such as to make it/ them uneconomic to pursue, or if we believe that the risks to you preclude our ability to Treat Customers Fairly (for example if you are heavily indebted or need to maintain your PPI cover due to known illness). The Company may also cancel/terminate this Agreement if you materially breach any term of this Agreement, and the breach is irremediable or if remediable is not remedied to the Company's satisfaction within 30 days of a written notice by the Company; or if you are declared bankrupt.*

### **Your Right to Cancel**

*You have the right to terminate your Agreement within the 14 day cooling off period by advising us of your decision by telephone, email or post. You will not incur a charge. Outside of the 14 day cooling off period you may cancel your agreement by giving notice to the Company of your decision to cancel. You will not be charged a fee unless we are in receipt of a reasonable offer of redress in which case our fee will be charged as details in the 'Fees' section over. Cancellation must be communicated to the Compliance Officer at ABC Incorporation Ltd, York House, Smisby Road, Ashby de la Zouch, Leicestershire, LE65 2UG. Tel: 01530 561751 email: [enquiries@abc-inc.co.uk](mailto:enquiries@abc-inc.co.uk)*

**These terms, conditions and your agreement to pay a fee on a "No Win No Fee" basis, when signed, will form a contract between you (the Client) and the company ABC Incorporation Ltd. that you will be asked to sign if you choose to engage our services. Please familiarise yourself with the key points, so that you can think about it before signing and ask our Claims Executive if there is anything you are not clear about by calling our Free phone number 0808 126 3153 with any questions you might have.**

**ABC Incorporation Ltd. is registered as a company in England & Wales with Company Number 5945771. ABC Incorporation Ltd is Regulated by the Claims Management Regulator in respect of regulated claims management activities under the Authorisation Number CRM 2772 and its registration is recorded on the website <http://www.gov.uk/moj/cmr>**