

**ABC Incorporation Ltd: Terms, Conditions & Fee Agreement**  
**- Mis-Sold Payment Protection Insurance (PPI)**

The Company:	ABC Incorporation Limited, of York House, Smisby Road, Ashby de la Zouch, Leicestershire, LE65 2UG ("The Company")	
Client(s) Full Name(s):		
Address:		

**By signing the Agreement, you the Client (s) ("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% + 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)

### **Law, Jurisdiction & Force Majeure**

The law applicable to this Agreement shall be English Law and the parties consent to the jurisdiction of the English courts in all matters affecting this Agreement. The Company shall not be liable for any delay or other failure to perform any services by reason of any cause whatsoever beyond its reasonable control and the time for performance shall be extended by the period of any such delay.

### **Complaints**

We hope that you will be happy with the services we provide but if you are dissatisfied with any aspect of our work, you should firstly discuss the matter with the person responsible for the day to day conduct of your case. If you are not satisfied thereafter, you should advise the Complaints 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). Full details of ABC's complaint handling procedures are also available on the ABC website [www.abc-inc.co.uk](http://www.abc-inc.co.uk) or on request from our registered address.

### **Client Declaration**

You confirm that you have read the above terms and conditions, have no questions to voice and are satisfied with them. You have received prior notification in the Pre-Contract documentation and that you wish to proceed. By signing, you confirm acceptance of the terms and conditions of this binding Agreement, including any fees as detailed above that may be due under the "No Win No Fee" arrangements, and you assert that you wish ABC to act on your behalf in respect of claims management activity.

**Signed:** \_\_\_\_\_ **Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**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/cm>**