

Pre-Action Protocol requirements for CREDITORS.

LETTERS OF CLAIM

1. Letter of Claim should contain:
 - a. The amount of the debt;
 - b. Whether interest or other charges are continuing;
 - c. Where the debt arises from an oral agreement, who made the agreement, what was agreed (including, as far as possible, the words used) together with WHERE and WHEN it was agreed;
 - d. Where the debt arises from a written agreement the Letter will require the date of the agreement, the parties in the agreement and proof that a copy of the written agreement can be requested from the creditor;
 - e. Where the debt has been allocated, the details of the original debt will be required, together with details of the CREDITOR, when it was assigned and to whom;
 - f. If regular instalments are currently being offered (or being paid) by or on behalf of the DEBTOR then an explanation of why the offer is not acceptable and why a court claim is still being considered;
 - g. Details of how the debt can be paid, together with details of how to proceed if the DEBTOR wishes to discuss payment options;
 - h. The address to which the completed Reply Form should be sent.
2. The Letter of Claim should do ONE of the following:
 - a. Enclose an up-to-date statement of account for the debt (including details of interest, administrative or other charges added);
 - b. Enclose the most recent statement of account for the debt and state in the Letter of Claim the amount of interest incurred and any administrative or other charges imposed since that statement of account was issued, sufficient to bring it up to date;
OR
 - c. Where no statements have been provided for the debt, state in the Letter of Claim the amount of interest incurred and any administrative (or other) charges imposed since the debt was incurred.
3. Enclose a copy of the Information Sheet and the Reply Form at Annex 1 to this Protocol; and
4. Enclose a Financial Statement form (click [here](#) for more information).

- The Letter of Claim must be dated at the top of the 1st page.
- It should be sent via post UNLESS the Debtor has explicitly requested for an alternative method of contact. (nb. a condition of the Creditor's standards terms & conditions do not constitute an explicit request).
- If the Debtor does not reply to the Letter of Claim within 30 day of the date of the top of the letter, the Creditor may start court proceedings, subject to any remaining obligations the Creditor may have to the Debtor (e.g. under the Financial Conduct Authority's Handbook). Account should be taken of the possibility that a reply was posted towards the end of the 30-day period.

Further details can be found at:

<https://www.justice.gov.uk/courts/procedure-rules/civil/pdf/protocols/pre-action-protocol-for-debt-claims.pdf>