

Terms of Engagement

By signing our **terms of engagement**, you will be entering into a legally binding contract. If you change your mind, you have a **14 day cooling off period** during which you can cancel without charge. In entering into this contract, you confirm that you have read our Pre-Contractual Information. You also confirm that you understand that we offer a professional paid-for **claims management service** but that you do not need to use a claims management company to make your complaint to the **respondent**, and that if your complaint is not successful that you can refer it to the Financial Ombudsman Service for free (see <https://financial-ombudsman.org>).

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1. 1. Definitions

14 day cooling off period means the first to the fourteenth day inclusive after we receive your signed **terms of engagement**.

cash in hand compensation means the actual cash in hand **compensation** that you receive from the **respondent** after debt and tax deductions have been applied by the **respondent**.

claim means the pursuit of a complaint against the **respondent** to bring about **compensation** arising out of the actual or potential mis-selling of a **high cost financial product**.

claims management service means any and all of the actions of the **company** in representing you to make a **claim** during which the **company** will undertake reasonable steps as may be necessary to progress the **claim** from time to time. This may include (but is not necessarily limited to) providing advice in writing or orally, investigating the facts and merit of a **claim**, presenting a **claim**, negotiating and relaying settlement information about a **claim**.

compensation means each and every financial benefit to you from the respondent that is awarded or accrues as a result of the performance of the **claims management service** (we charge based on **net compensation** only – please see below)

company/us/we/our means Allegiant Finance Services Limited whose present address is 400 Chadwick House, Warrington Road, Birchwood Park, Warrington, WA3 6AE, a claims management company that is authorised and regulated by the Financial Conduct Authority and whose Firm Reference Number is 836810. Check <https://register.fca.org.uk/> to verify up to date details.

high cost financial product means each and every agreement **you** have had with the **respondent** (whether past, present or those taken out during the **claims management service**) and relating to the **product type** that **you** have instructed **us** to pursue.

product type is a defined category of **high cost financial products** such as (a) payday loan claims (b) doorstep loan claims (c) short term high cost credit claims (d) guarantor loan claims (e) high cost (bad credit) loans.

respondent means {\$leads__fsp_parent_company_name} whilst trading as {\$leads__fsp_trading_name}, its predecessors, successors, assignees, servants and/or agents inclusive of any insolvency practitioners appointed from time to time.

settlement proposal means an offer from the **respondent**, or a recommendation, adjudication or decision made by the Financial Ombudsman Service or another third-party organisation with binding authority to award **compensation**, whether or not the **compensation** due has yet been calculated or the offer yet communicated.

success fee means the sum payable to **us** as regulated by Section 4 of the **terms of engagement**.

terms of engagement means the terms and conditions set out within this document.

you/your means the person signing the **terms of engagement**, or where acting as a power of attorney, the person on whose behalf the **claim** is made.

2. 2. What we will do

2.1 In performing **our** duties, **we** will exercise the reasonable skill and care expected of a regulated claims management company and maintain all relevant regulatory permissions to enable **us** to perform **our** role lawfully.

2.2 Once **we** are in receipt of appropriate information and documentation from **you**, **we** will submit a **claim** to the **respondent**. Should the **respondent** not respond within appropriate timeframes or disagree with the **claim**, **we** will reconsider the **claim** merits in all of the circumstances and, where reasonable, escalate the **claim** to the Financial Ombudsman Service or another appropriate third party alternative dispute resolution organisation with binding authority to resolve the **claim** on **your** behalf.

2.3 **We** will communicate with **you** by email, live chat, post, SMS, via **our** website portal and/or orally (including by telephone).

2.4 **We** will update **you** when there is a material **claim** update. This includes where the **respondent** acknowledges the **claim**, requests further information and/or makes a final decision. If **your claim** is referred to the Financial Ombudsman Service or another third party organisation with binding authority, **we** will update **you** when the **claim** is acknowledged and whenever there is a subsequent material development. In any event, **we** will update **you** in line with **our** governing regulatory requirements as in force from time to time.

2.5 **We** agree to pay a **respondent** and any relevant third parties any such reasonable fees as may be necessary for **us** to access information required to pursue a **claim**.

2.6 **We** will take instructions from **you** where they are necessary and always in relation to **settlement proposals** once **compensation** is calculated.

2.7 **We** will reasonably assume that account information and calculations provided by the **respondent** are the best primary evidence of lending, are accurate, not misleading and/or not provided in bad faith unless you provide evidence to cast reasonable doubt on accuracy of this information.

2.8 **We** will not provide financial or debt advice as **we** are solely authorised and regulated to provide claims management services.

3. 3. Your commitments to us

3.1 **You** confirm that **you** have not pursued the **claim** previously, or where **you** have, that this has been brought to **our** attention and that all relevant correspondence and documentation will be passed to **us** promptly.

3.2 **You** agree that **we** are appointed as **your** exclusive representative for the purpose of delivering the **claims management service**, meaning that at no time during the **terms of engagement** will **you** (i) have an ongoing contract with another representative relating to the **claim**; or (ii) attempt to pursue the **claim** yourself without cancellation (see Section 5).

3.3 **You** agree not to contact the **respondent**, the Financial Ombudsman Service or other relevant third party organisation to withdraw **our** authority to provide the **claims management service** without first cancelling with **us**.

3.4 **You** confirm that **you** are not, or have never been, declared bankrupt or subject to an IVA, DRO or sequestration. **You** agree to inform **us** immediately should there become a reasonable likelihood that **you** may formally enter into any such arrangement.

3.5 **You** agree to provide **us** with prompt information about **your** personal

details and financial situation as **we** may reasonably require in order to provide the **claims management service** and to immediately inform **us** of any change of information during the course of the **claims management service**.

3.6 **You** agree to complete and sign all paperwork necessary to provide **us** with authority to pursue the **claims management service**.

3.7 **You** agree to provide **us** with the documentary evidence reasonably required to investigate and/or pursue the **claim** including (but not limited to) bank statements, credit reports, relevant **respondent** related documentation and correspondence.

3.8 **You** agree to inform **us** immediately should a **respondent** contact **you** directly to discuss a **claim** or make a payment to **you** directly.

3.9 In the circumstances where a **respondent** pays **you** directly, **you** agree to pay the **success fee** (see further Section 4).

3.10 **You** acknowledge that the making of a **claim** may lead to the **respondent** withdrawing **your** access to their financial products. **You** agree to make **your** own back up arrangements for this eventuality.

4. 4. The success fee

4.1 The **success fee** is 30% inclusive of VAT calculated of **cash in hand compensation**. This means **we** charge on what you actually receive, not debt or tax deductions.

How this works in practice:

A	B	C	D	E
Amount awarded in compensation	Deductions the respondent makes for tax or money you owe them.	Cash in hand compensation due (A less B)	Success fee (30% of Column C)	Cash left for you after you pay us
£1,000 award	£0	£1,000	£300	£700
£1,000 award	£200	£800	£240	£560 + reduction of money owed to the respondent / HMRC
£1,000 award	£1000	£0	£0	No Charge + reduction of money owed to the respondent / HMRC

† A fee calculator is available at <https://allegiant.co.uk/our-fees>.

4.2 **You** agree to pay **us** the **success fee** without undue delay upon receipt of funds paid to **you** by the **respondent**. **You** accept that payment of the **success fee** is not contingent on the completion of any further action, such as a **respondent** making a correction to a credit record. Where further settlement actions remain outstanding that form part of our **claims management service** obligations, **we** will continue to pursue these on **your** behalf and **our** contractual commitments to **you** will be unaffected by the payment **you** have made.

4.3 Where **cash in hand compensation** is paid in separate parts or part paid (for whatever reason), **we** reserve the right to raise interim or modified invoices relating to the amount received by **you**.

5. 5. Cancellation rights

5.1 **You** may cancel the **claims management service** without charge within the **14 day cooling off period**.

5.2 After the expiry of the **14 day cooling off period**, **you** may ask **us** to cancel the **claims management service**. There is no cancellation charge but a **success fee** may be payable:

- If there has been no **settlement proposal(s)** prior to cancellation, no **success fee** will be due; or
- If there has been **settlement proposal(s)** but no acceptance prior to cancellation, the **success fee** will apply to the lowest of: (a) the **settlement proposal** with the highest **compensation** received prior to cancellation; or (b) the **compensation** that **you** achieve independently of **us**; or
- If **you** have accepted a **settlement proposal** and cancel after acceptance, the **success fee** will be due in the normal way.

In all scenarios above, the **success fee** would not be due for payment until **you** receive cash in hand.

5.3 Where we have a reasonable belief that **you** are withholding information relating to a **settlement proposal** or **claim** resolution (including receipt of cash in hand) after cancellation, **we** reserve the right to raise an invoice based on **our** aggregated win statistics over the previous 12 month period relevant to the **product type**. **We** will amend or cancel any such invoice as appropriate should **we** subsequently learn the actual position.

5.4 **You** can serve notice of cancellation as follows:

- by post: Allegiant Finance Services Limited, Freepost RTYU-XUTZ-YKJC, 400 Chadwick House, Warrington Road, Birchwood Park, Warrington, WA3 6AE;
- by email: helpdesk@allegiant-finance.co.uk;
- by telephone: 0345 544 1563; or

- online at <https://allegiant.co.uk/legal/cancellation>

We may ask you why you are cancelling and use this information for service improvement. However, you are under no obligation to tell us why you cancelled.

5.5 Where **you** cancel an agreement with **us**, **we** will ask **you** whether **you** wish for **us** to withdraw the **claim** or whether **you** wish to continue it yourself. **We** will then update the **respondent** and where necessary the Financial Ombudsman Service and/or other relevant third party organisation as appropriate. Where **you** are continuing the **claim** yourself, it is solely **your** responsibility to make enquiries of relevant deadlines and steps that are required to be undertaken.

5.6 **We** may cancel the **terms of engagement** where we do not consider a **claim** has appropriate merit, where a **claim** is uneconomical for the **company** or where an actual or potential regulatory or commercial conflict of interest arises. Where **we** cancel pursuant to this clause, there will be no charge.

6. 6. Complaints

6.1 Complaints may be made either:

- by post: Allegiant Finance Services Limited, Freepost RTYU-XUTZ-YKJC, 400 Chadwick House, Warrington Road, Birchwood Park, Warrington, WA3 6AE;
- by e-mail: helpdesk@allegiant-finance.co.uk; or
- by telephone: 0345 544 1563.

6.2 **Our** full complaints procedure can be viewed at <https://allegiant.co.uk/legal/complaints> and is available in other mediums on request.

6.3 If **you** are not satisfied with **our** response, or if a complaint is not resolved after eight weeks, **you** may refer the complaint to the Claims Management Ombudsman (a part of the Financial Ombudsman Service) to independently assess your complaint:

- by post: Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London, E14 9SR;
- by email: complaint.info@financial-ombudsman.org.uk; or
- by telephone: 0800 023 4567.

Further information about the Claims Management Ombudsman can be found at: <https://cmc.financial-ombudsman.org.uk>.

6.4 Time limits apply to complaints. **You** have six months to approach the Claims Management Ombudsman from the date of **our** Final Response, or where **your** complaint is not resolved by **us** after 8 weeks.

7. 7. Limitation of our liability

We will not be liable for any costs or losses caused to **you** as a result of:

- **your** lack of co-operation
- **your** failure to read and understand the documentation that **we** have provided to **you** where such information is reasonably clear or where **you** could have taken steps to clarify information
- **your** failure to give us accurate or up to date information in a timely manner
- delays or loss of information caused by **your** or **our** use of postal, telephony or email service providers
- matters that **we** cannot reasonably control
- losses which cannot be reasonably foreseen or which **you** could have taken steps to mitigate
- the expiry of limitation dates caused by previous complaints unless **we** have specifically agreed to work to those deadlines and **you** have provided us with all reasonable information relating to the previous complaint.

8. 8. Termination

The **terms of engagement** will terminate upon completion of the **claims management service** and upon payment by **you** of any fees or charges due to **us**. These **terms of engagement** will be resurrected upon **our** written notice to **you** in the circumstances where there is a legitimate basis that additional **compensation** may be due to **you** (for example as a result of a regulatory change, court order, audit, the **respondent's** error or concealment or some other relevant basis).

9. 9. General

9.1 **We** reserve the right to recover the cost of solicitor fees, tracing fees, court fees and/or enforcement agent fees where it is necessary to enforce **our** right to payment of the **success fee**.

9.2 In the event of conflict, the provisions of this agreement will be interpreted in line with prevailing statutory and regulatory rules as in force from time to time.

9.3 Nothing within this agreement is intended to confer a benefit on a third party.

9.4 The **company** may assign or subcontract any or all of its rights and benefits arising from the **terms of engagement** with 21 days prior written

notice (or shorter where required to comply with a legal or regulatory obligation).

9.5 If any part of the **terms of engagement** is found to be invalid or unenforceable, the other terms of this agreement will not be affected and will be read to give effect to the intended spirit of the overall agreement.

9.6 The terms and conditions in these **terms of engagement** will apply post termination where necessary to give effect to the agreement, its purpose and intention.

9.7 This agreement is subject to the laws and exclusive jurisdiction of the courts of England and Wales.

10. Acceptance

Your acceptance of our terms of engagement

I, (first name) (last name), confirm that I have read and I accept the Pre contract information, Service Summary, Privacy Policy and these Terms of Engagement

***** Important: if there is anything that you do not understand it is important that you contact us before signing this document *****

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