

## Terms and Conditions

These terms and Conditions form part of your agreement between Maple Leaf Financial Ltd (MLF) and you the client. Only sign the agreement if you understand it fully. Maple Leaf Financial Ltd is available to discuss this agreement with you if needed. Once signed, you have a 14 day cooling off period which allows you to cancel the agreement without incurring any costs. You have the right to seek further legal advice or to shop around to see if you are able to secure an alternative method of pursuing your claim during this time.

Please ensure that you have read and understood this document before signing and returning our Agreement. If you would like anything explained in more detail, we would be happy to discuss it with you or you may choose to seek professional guidance.

We are required to make you aware of certain information before you enter into an agreement with us. You can pursue your claim free of any charges by raising the matter as a complaint directly with the product provider or other responsible party. However, if you do this you will be representing yourself from beginning to end and you will need to determine what your grounds for complaint are. If you are not happy with the product provider's decision you can raise your complaint with the Financial Ombudsman Service (FOS) and you may be able to take legal action. FOS provides a free and independent mediation service. This means they will not necessarily support your complaint. They may suggest a compromise or they may reach a view as to whether your complaint should succeed or fail based on the evidence and information that has been provided to them by both parties. If your claim is unsuccessful, it will probably not be possible to raise it again. Where the responsible party is no longer solvent, you may be able to refer your complaint instead to the Financial Services Compensation Scheme (FSCS).

1. By entering into this agreement, you the client are authorising us Maple Leaf Financial Ltd (MLF) to review all or any of your financial services products (*such as life policies, investments or more complex derivative and hedging products*) and if we consider it appropriate, to raise a claim (or claims) for financial compensation on your behalf, negotiating the best settlement that we believe is achievable. We will escalate your complaint to the relevant authority as we consider appropriate, but we will not enter into any legal proceedings. We offer no guarantee that compensation will be won. (Where we believe that legal action may be beneficial, we may raise this with you, but a separate arrangement from this agreement will be required.)

2. We undertake not to charge any fee for the work we do on your behalf unless we are able to win compensation for you, provided that you allow us to complete your claim once we have started. Completion is deemed to be either when compensation is paid or, if applicable, when we advise you that we are taking your case no further. Where we are able to win compensation, a success fee of 25% (plus VAT) of the compensation sum (excluding any surrender or other value already available to you where this is forfeit as part of the settlement) will become payable (an example is shown below). Payment is required within 7 days of compensation being received.

2.1 In default of payment of any fee, charge or commission rendered under this agreement, you warrant by engagement of our services that you will be responsible for all third party debt collection costs and for interest at the rate of 2% per month on all overdue accounts.

### 3. Example success fee

Let us assume that you have a savings policy with a surrender value (money available from cashing in the policy) of £4,000. We claim compensation for you and obtain a settlement of £12,000 which will involve cancellation of the policy.

Our fee would be:

Settlement paid to you	£12,000
Our fee, at 25% of the compensation	£3,000
VAT at 20.0%	£600
Settlement kept by you	£8,400

In this typical example, before making a compensation claim, your policy was worth £4,000 to you. After making a claim and after settling our fee, including VAT, you get to keep £8,400

4. Either party is entitled to cancel this agreement at any time by notifying the other in writing. If you cancel within 14 days of the date of this agreement, we will charge you nothing. If you cancel after 14 days, we reserve the right to make a reasonable charge for the work we have done. However, if compensation is offered or paid and we can demonstrate that we contributed to this outcome, our success fee is payable immediately.

5. We will at all-times act with honesty and integrity and in accordance with the rules and requirements of the Financial Conduct Authority. We require you to co-operate with us (e.g. by completing forms and providing information and documentary evidence as may be necessary). We will provide all reasonable assistance but failure on your part to co-operate may be treated as cancellation of this agreement by you. See section 4.

6. We have a procedure for dealing with client complaints, details of which are available on request. Our contact details can be found below or email [claims@maplefinancial.co.uk](mailto:claims@maplefinancial.co.uk).

7. If you were introduced to us by a third party a share of our fee may be paid to that party.

8. Maple Financial Ltd is Authorised and Regulated by the Financial Conduct Authority under the Permission Number 835575.

9. When we receive instructions from you we will act solely on your behalf. We will gather the available and necessary information to review your financial products and will assess what cause there may be to raise a claim for compensation. We will then submit details of your claim to your product provider or to any other party who may be responsible. In line with FCA rules they must comply with set time limits for responding to us and for completing their investigation. If they fail to do so, your claim may be referred to FOS before they have reached a conclusion. We will challenge any findings or offers of settlement which we do not accept as reasonable and if we cannot reach an agreement, we are likely to recommend that we refer your claim to FOS.

10. We will keep you informed of all significant developments during the claim process and will assist you as required to make any decisions that are needed. We may ask you to provide further evidence or information as necessary.

11. Whilst we will relieve you of all the work we can, it is important that you read and retain any documentation in connection with your claim. If there is anything you do not understand, please ask us to explain it to you. If we need you to complete any forms, please do so promptly and if we pre-complete forms for you, please check them carefully before signing as you will be accepting responsibility for the content.

12. Correspondence and queries will generally be addressed to us, but should you receive any communication directly from your product provider or from any other party in connection with your compensation claim, it is extremely important that you contact us without delay and that you do not reply without our prior agreement.