

## Terms and Conditions

These terms and Conditions form part of your agreement between Maple Leaf Financial Ltd (MLF) and you the client. 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 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 yourself. 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 assess your bank accounts, credit card/loan/mortgage agreement(s) for any packaged charges, default charges and Accident, Sickness and Unemployment (ASU) or Payment Protection Policy (PPI) 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, including taking your claim to the Small Claims Court. We offer no guarantee that compensation will be won. (Where we believe that legal action to a higher court than the Small Claims Court may be beneficial, we may raise this with you, but a separate arrangement from this agreement will be required direct with a legal firm and this agreement will be cancelled.)

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 20% (plus VAT) of the compensation sum will become payable (an example is shown below). Payment is required within 14 days of compensation being received.

### 3. Example success fees

Example A: All compensation is 'cash in hand'		Example B: compensation includes 'cash in hand' award with loan and future instalment reduction		Example C: compensation is used to offset arrears consumer has on credit card/ loan or over draft	
Total Compensation	£3000	Total Compensation	£3000	Total Compensation	£3000
Of which Cash	£3000	Of which Cash	£1000	Of which Cash	£0
		Loan reduction	£2000	Set off arrears	£3000
Fee Charged @ 20%	£600	Fee Charged @ 20%	£600	Fee Charged @ 20%	£600
VAT @ 20%	£120	VAT @ 20%	£120	VAT @ 20%	£120
Total Fee	£720	Total Fee	£720	Total Fee	£720
Consumer receives	£2280	Consumer receives	£280	Consumer pays	£720
And no reduction in loan as it is already paid off in full		And a reduction of £2000 in future loan instalments		And a reduction of £3000 in your outstanding loan	

3.1 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.

3.2 No fees will be charged to you in respect of an unsuccessful claim.

3.3 If settlement is made in another way i.e. the loan being reduced or written off, then a fee of 20% (plus VAT) of this amount may still be payable and will be paid by you within five days of receiving notification that this happened or a request for payment by us.

4. Either party is entitled to cancel this agreement at any time by notifying the other. 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. Once compensation is offered or paid, our success fee is payable.

5. We will at all-times act with honesty and integrity and in accordance with the rules and requirements of the Ministry of Justice. 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.

6. If at any point you become unhappy with the service we provide to you or you have concerns about your bill then you should inform us immediately so that we can do our best to resolve the problem for you. We have a procedure in place which details how we handle complaints which is available at [www.maplefinancial.co.uk](http://www.maplefinancial.co.uk). We have eight weeks to consider your complaint.

If we are unable to resolve your complaint then you can have the complaint independently looked at by the Legal Ombudsman. The Legal Ombudsman investigates complaints about poor service from claims management companies. The Legal Ombudsman can investigate complaints up to six years from the date of the problem happening or within three years of when you found out about the problem. If you wish to refer your complaint to the Legal Ombudsman this must be done within six months of our final response to your complaint. If you would like more information about the Legal Ombudsman their contact details are as follows:

Visit [www.legalombudsman.org.uk/cmcc](http://www.legalombudsman.org.uk/cmcc)

Call 0300 555 0333 between 8.30am to 5.30pm.

*Calls to 03 numbers will cost no more than calls to national geographic numbers (starting 01 or 02) from both mobiles and landlines. Calls are recorded and may be used for training and monitoring purposes.*

For minicom call 0300 555 1777

Email: [cmcc@legalombudsman.org.uk](mailto:cmcc@legalombudsman.org.uk)

Post to: Legal Ombudsman

PO Box 6804, Wolverhampton, WV1 9WG

*Do not send original documents to the Legal Ombudsman. They will scan any documents you send them to make computer copies and then destroy the originals.*

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

8. We are regulated by the Claims Management Regulator in respect of regulated claims management. Our authorisation reference number is 18097.

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 claim and will assess what cause there may be to raise a claim for compensation. We will then submit details of your claim to your insurer, provider, loan or credit-card Company or to any other party who may be responsible. In line with FCA rules they must comply within 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.

13. Please be aware that part of your compensation may include a statutory interest element on which tax may be payable. Whilst some providers deduct tax at source, others do not. If this is the case then you will be responsible for advising HMRC.

\* A £10 fee may be payable if we need to request a copy of your file from your lender.

\*A fee may be payable if a claim has commenced and is then not pursued at client's request