

CREDIT AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

This Agreement is made between Premium Credit Limited of Premium Credit House, 60 East Street, Epsom, Surrey, KT17 1HB and:

CUSTOMER DETAILS

Title Forename Surname or Trading Style
 Address
 Postcode

1. KEY FINANCIAL INFORMATION

Credit Limit of £ which we may vary to such sum as we determine from time to time and give notice of to you.
 The monthly payment is variable and is payable on the same day of each month (when there are payments due) commencing when the first insurance is purchased using this facility.
 If there is a transaction while there are no remaining payments due under this agreement, then there will be monthly payments. If there is a transaction while there are any remaining payment(s) under this agreement, each remaining payment will be increased by adding the new transaction and the transaction fee applicable to the total of the remaining payments due and dividing by the number of remaining payments. We will tell you of the new amount of your monthly payments if there are new transactions for any new, replacement or revised insurance. Any fees, costs, charges and expenses debited to the account, including any amounts payable under clause 3(b), must be paid in full in the next Direct Debit collection.
 Your APR is % variable Initial Monthly Payment: £

2. OTHER FINANCIAL INFORMATION

Deposit (payable to intermediary): £ Total Charge for Credit: £ (being the below transaction fee assuming the full credit limit is drawn down immediately and repaid in 12 equal monthly instalments).
 A transaction fee of 10.00% (variable) (subject to a minimum charge of) of the amount of each transaction will be added to your account on the date of the transaction. We may vary this fee from time to time which will then apply to any additional credit provided under this Agreement after that variation takes effect.
 In calculating the APR, no account has been taken of any variation which may occur under the agreement of the transaction fee or amount of any item entering into that calculation. We may vary the transaction fee at any time. We will give you at least 30 days' notice in writing, or in any other manner permitted by law, of any variation.

3. KEY INFORMATION

a) As security for payment of the outstanding balance you charge, with full title guarantee, by way of continuing security to us all monies payable to you under the insurance policies. The charge created shall be released if and to the extent necessary to claim compensation or the benefit of protection from the Financial Services Compensation Scheme (FSCS) in relation to the insurance policies and you irrevocably instruct the FSCS and agree with us that any amounts payable to you by the FSCS in respect of such insurance shall be paid to us. We shall be entitled to notify the insurers and/or the FSCS of the irrevocable instructions referred to above and in clause 12 and/or of the charge over all monies payable under the insurance policies and have this noted on the insurance policies.
 b) We will charge: £ for each payment that you make otherwise than by Direct Debit in breach of clause 6 of the terms and conditions;
 £ for each dishonoured Direct Debit (which will be collected at the same time as the next payment) and
 all our reasonable costs, charges and expenses (together with all legal costs recoverable against you) incurred by us in enforcing our rights under this agreement.
 c) See section 7 for other charges.

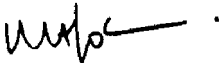
MISSING PAYMENTS

Missing payments could have severe consequences and make obtaining credit more difficult.

IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, we cannot enforce this agreement without getting a court order.
 The Act also gives you a number of rights. You can settle this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement. If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

Signed on behalf of Premium Credit Limited of 60 East Street, Epsom, Surrey, KT17 1HB Registered in England 2015200



This is a Credit Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.

Signature(s) of Customer(s)

Date(s) of signature(s)

BEFORE SIGNING THIS AGREEMENT

To enter into a credit agreement you must be over 18 years old. Before signing this agreement you should carefully read the terms and conditions set out in this agreement and overleaf, especially clauses 3, 6, 9, 12, 14, 15 and 16. If you are signing for and on behalf of a partnership or limited company you confirm that you are an authorised signatory. By signing this agreement you acknowledge that you have read and you agree to its terms and conditions. This agreement is made on the date you sign it. Please note: The Act only applies if you are an individual or a partnership of up to three partners. If the credit limit exceeds £25,000 for business purposes, most of the Act does not apply. Please refer to clause 16 for further information about this.

YOUR RIGHT TO CANCEL

Once you have signed, beginning on the day after we receive your signed agreement, you will have a right to cancel this agreement for a period of 14 days. You can do this by sending or taking a written notice of cancellation to the Operations Manager, Operations Centre, Premium Credit Limited, 60 East Street, Epsom, Surrey KT17 1HB or by faxing 01372 746040 or emailing customer.services@pcl.co.uk quoting your agreement reference, name and address. If you cancel this agreement, any money you have paid must be returned to you. You will still have to repay any money lent to you, but if you repay all of it before your first instalment is due you will not have to pay interest or other charges. If you do not exercise your right to cancel, the payments specified in clause 4 will be made on your behalf and collections by Direct Debit from your bank account will continue.

Important: Confirmation of the set-up of your Direct Debit Instruction

Originator Identification Number: 942461

Having accepted your Direct Debit details we would like you to confirm they are correct. Please can you check the details below.

Name of Bank/Building Society
 Name of Account Holder
 Sort Code Account Number



If any of the above details are incorrect please call us as soon as possible on 0844 736 9836. If your details are correct, you need do nothing and your Direct Debit will be processed as normal. You have the right to cancel your Direct Debit at any time. A copy of the Direct Debit Guarantee is below.

The Direct Debit Guarantee

This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society. If the amounts to be paid or the payment dates change, Premium Credit Limited will notify you five working days in advance of your account being debited or as otherwise agreed. If an error is made by Premium Credit Limited or your Bank or Building Society, you are guaranteed a full and immediate refund of the amount paid. You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of the letter to Premium Credit Limited (address above).

For Intermediary Use Only

INITIAL TRANSACTION AMOUNT: £ POLICY REF: PREMIUM CREDIT REF:
 INCEPTION DATE OF INSURANCE: BRANCH ID:

4. AGREEMENT

- 4.1 This running account credit agreement is to enable you to purchase insurance arranged for you by the intermediary and to pay any related amounts and any charges which would be payable if you had paid in cash. If you, (or the intermediary under clause 15) notifies us that you wish to use this facility, we will (subject to clause 9 and any right we may have to offset and deduct from such payment) make payment to the intermediary or directly to the insurer(s) provided that the transaction does not cause the balance on your account to exceed the credit limit. We will debit your account with the relevant amount accordingly.
- 4.2 You undertake to keep the insurance policies in your possession unless we require you to deliver them to us.

5. ACCOUNT

- 5.1 We will set up an account in your name under this agreement to which we shall debit the amount of any transactions and any fees, costs, charges and expenses and credit all payments made, under this agreement.
- 5.2 We will send you a statement of the account at least annually. We will also send you a statement each time a transaction is debited to the account showing the new monthly payment amount.
- 5.3 If we have told you what your credit limit is overleaf, please note that we may vary the credit limit and we will give you at least 7 days advanced written notice of any increase and at least 30 days advanced written notice of any reduction in the credit limit, but so that no reduction shall result in the credit limit being less than the amount outstanding on the account.

6. PAYMENTS

You agree to pay to us the monthly payments by Direct Debit by their due date. Punctual payment is essential. You may pay more than the monthly payment at any time.

7. CHARGES AND EXPENSES

- 7.1 In addition to the charges set out in clause 3 overleaf, you agree to pay to us on demand our reasonable fees and charges to cover our administration costs arising out of your request for any document (unless we are not legally entitled to charge you such amounts). We will notify you in writing of any other charges in force from time to time.
- 7.2 We may, (but shall not be obliged to) debit to the account any amount referred to in clause 3 or this clause 7 which is not paid by its due date. Any such amount must be paid in full with the next Direct Debit collection after its due date

8. RESTRICTION ON FURTHER CREDIT

We may at any time treat your right to draw down any further credit as restricted or deferred and take such steps as may be necessary to make the restriction or deferment effective. We will normally only do so if we consider your continued creditworthiness to be unsatisfactory. We will notify you of our decision as soon as possible.

9. CANCELLATION OF INSURANCE AND DEFAULT

- 9.1 If any Direct Debit or other payment is not met when presented for payment or if you cancel this agreement or any event referred to in clause 9.3 or 10.2 occurs, we may immediately inform the intermediary. You acknowledge and agree that the intermediary may, at any time after being so informed, instruct on your behalf the relevant insurer to cancel the insurance (or, if this occurs shortly after the start or renewal of the insurance, to notify the insurer that the policy has not been taken up) and to collect any refund of premiums which may be made by the insurer and (if any money is owed to us under this agreement) pay it to us.
- 9.2 If the first Direct Debit in respect of the start or renewal of an insurance policy is not met when presented for payment and the policy is cancelled or not taken up and we have not already paid the intermediary (or the insurer), we will not make such payment and will credit your account (if we have already debited it) with the amount of the relevant premium but you will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need.
- 9.3 If you fail to make a monthly payment on the date that it is due or otherwise breach these terms and conditions or you cancel your Direct Debit or in the event of your bankruptcy or, if you are a company, a resolution is passed or steps are taken for its dissolution, winding up, receivership or administration we may (subject, where the Act applies, to our first sending you a default notice) terminate this agreement and (without prejudice to our other rights) may exercise our rights under clause 9.1.
- 9.4 You acknowledge that we have arrangements with the intermediary under which the intermediary must, on request, pay to us an amount equal to the amount outstanding under this agreement. You agree with us and the intermediary that, where we receive payment from the intermediary, you shall be liable to pay the intermediary an amount equal to the monies received by us from it and the intermediary shall be entitled to recover any such sums directly from you and may exercise its rights under clause 9.1 (without prejudice to any other rights it may have). This clause shall survive termination of this agreement.
- 9.5 We reserve the right not to make payment to the intermediary or to the insurer(s) if notice is given to terminate our agreement with the intermediary or the intermediary is in breach of that agreement.

10. ENDING THIS AGREEMENT

- 10.1 You or we may end this agreement at any time. You may do so immediately by notice to us. We will give you at least one month's written notice unless clause 9 applies or there are serious grounds which entitle us to terminate by shorter notice.
- 10.2 If you or we end this agreement, you must immediately pay to us the outstanding balance and if you fail to do so we may (without prejudice to our other rights) notify the intermediary in accordance with clause 9.1.

11. VARIATION

We may from time to time vary this agreement including, but not limited to, the credit limit, transaction fee and monthly payment. We may vary the monthly payment due date to accord with your wishes. We may also vary any of these terms and conditions to introduce new or different fees and charges, including interest charges, to make them easier to understand, to take account of developments in technology, to give effect to changes in law, regulation, applicable codes and practices or for any other valid reason. Save where this agreement states otherwise, we will give you at least 30 days' notice in writing of any variation.

12. INTEREST IN POLICY

By entering into this agreement, you irrevocably direct the insurer and/or the Financial Services Compensation Scheme (as the case may be) to pay directly to us such part of any sum to which you may become entitled under any insurance policy whose premium is financed under this agreement or (as the case may be) under such Scheme in respect of any such policy in order to settle in full any amount(s) owed to us as shown in our records.

13. MISCELLANEOUS

- 13.1 If you have two or more agreements with us, we may appropriate any monthly payment or other sum received from you towards discharge of any amounts payable under any one or more of such agreements. This does not affect your right to appropriate a payment (under Section 81 of the Act) where it is insufficient to discharge the amounts payable by you.
- 13.2 Any waiver, grant of time or indulgence by us shall not affect our rights under this agreement or our ability subsequently to enforce this agreement strictly in accordance

with its terms.

- 13.3 We may assign and/or transfer any of our rights and/or obligations under this agreement provided that it does not adversely affect your rights or obligations under this agreement. You may not assign or transfer any of your rights or obligations under this agreement.
- 13.4 If you cancel this agreement within the statutory cancellation period under the Act (if applicable), the insurance policies may also be cancelled, in which event you will be notified by the insurer or the intermediary.
- 13.5 Premium Credit Limited is a provider of loans in the United Kingdom, it is licensed by the Office of Fair Trading (www.offt.gov.uk) and its Consumer Credit Licence number is 0623577. Other taxes or costs may arise which are not paid to or imposed by Premium Credit Limited. The terms and conditions, information and all communications will be in English.
- 13.6 We may pay commission to the intermediary for introducing you to us.

14. DATA PROTECTION

- 14.1 Before entering into this agreement we may search your records at credit reference agencies. They will add to their record about you details of our search which will be seen by other organisations making searches. Details about you and the conduct of your account will be used to help make credit, credit related and insurance related decisions about you or to trace debtors and to fight fraud, money-laundering, terrorism and other crimes and to keep to any laws or regulations in any country. You can contact us for details of the credit reference agencies used by us. You have a legal right to these details and can receive a copy of the information held about you on payment of a fee.
- 14.2 Information held about you by credit reference agencies may be linked to records relating to any person with whom you are linked financially.
- 14.3 We may give information about you and the conduct of your account to credit reference agencies, the intermediary, any agent or administrator acting on our behalf, the insurers, debt collecting agents and any proposed successor or assign and any proposed assignee, transferee or chargee of this agreement or of our interest in this agreement, their insurers and advisers. We may tell law enforcement agencies any information which we reasonably believe may be relevant.
- 14.4 We may use a credit scoring or other automated decision-making system and may monitor and record telephone calls for the purpose of security and training.
- 14.5 We will release some personal information about you to fraud prevention agencies. If you give us false or inaccurate information and we suspect fraud, we will tell them this.
- 14.6 If you have more than one agreement with us, we may hold and update information relating to your name, address and contact details on our central database and disclose such information to any organisation who submits an application for credit to us on your behalf for the purposes of such application and any related agreement, so they can update their records about you to continue providing you with services, identify products and services which might be suitable for you, recover amounts owing from you and to prevent fraud.

15. AUTHORISATION BY YOU

- 15.1 You irrevocably authorise us to notify and instruct the intermediary in accordance with the provisions of Clauses 9.1 and 10.
- 15.2 You acknowledge and agree that the intermediary has been selected by you to procure insurance on your behalf and is not our agent.
- 15.3 You authorise the intermediary to request us orally or in writing (by whatever medium) or by email to call upon this facility on your behalf.
- 15.4 You warrant and represent to us that, unless you give notice as set out in clause 15.5, the intermediary is authorised and will at all times have authority to instruct us, in your name and on your behalf, as set out in clause 15.3 above.
- 15.5 You may revoke the authorisation set out in clause 15.3 above at any time by notice in writing to the intermediary and by forwarding a copy of the notice to us but that notice will not affect the validity of any credit previously made available by us under this facility on the instructions of the intermediary.
- 15.6 All rights conferred by you on the intermediary under this agreement are intended to be for the benefit of and enforceable by the intermediary by virtue of the Contracts (Rights of Third Parties) Act 1999. We and you may terminate or rescind this agreement or vary any of its terms without the consent of and without reference to the intermediary.
- 15.7 You agree that if you fail to make payments in accordance with Clause 6 and you have authorised the intermediary to make payments using your credit/debit card, the intermediary is permitted to settle one or more monthly payments and any charges due under Clause 3 overleaf or Clause 7 on your behalf, using the credit/debit card details which you have provided to the intermediary.

16. WHEN THE ACT DOES NOT APPLY

- 16.1 If you are a body corporate or a partnership consisting of more than three persons this agreement is not regulated by the Act and the rights, protections and provisions of the Act set out or referred to in this agreement, as well as the right of cancellation, do not apply.
- 16.2 If the credit limit exceeds £25,000 and you are entering into this agreement wholly or predominantly for the purposes of a business carried on, or intended to be carried on, by you, the rights, protections and provisions of the Act, except for the provisions relating to unfair relationships, do not apply.

17. NOTICES

We may send any notice under this agreement to your address stated overleaf or to any address notified by you. You agree immediately to notify us of any change of your address.

18. DEFINITIONS AND INTERPRETATION

- 18.1 In the interpretation of this agreement, unless the context otherwise requires:
- (a) "account" means the account referred to in clause 5.1;
- (b) "Act" means the Consumer Credit Act 1974 as amended or re-enacted from time to time;
- (c) "intermediary" means the person who introduced you to us;
- (d) "monthly payment" means a monthly payment in the amount stated overleaf, as varied by us from time to time;
- (e) "outstanding balance" means all monies, interest, charges and expenses owing by you to us under this agreement from time to time;
- (f) "overleaf" means the reverse side or, if there is no reverse side, the attached or accompanying page;
- (g) "we" and "us" includes our successors and assigns;
- (h) "working day" means a day when the banks are generally open for business in the City of London.
- 18.2 Headings are for convenience only and shall not affect the interpretation of any provision. Words and expressions to which meanings have been given overleaf shall bear those meanings in these terms and conditions and words in the singular shall include the plural, and the reverse.
- 18.3 If any provision of this agreement is found to be illegal or unenforceable, it shall be deemed to be severable from, and shall not affect, the remaining provisions.

19. LAW AND JURISDICTION

This agreement and any relations with you prior to its conclusion shall be governed by, and construed in accordance with, English law and you agree to the non-exclusive jurisdiction of the English Courts.

Premium Credit provides services in a non-discriminatory manner. If you have difficulty using our services due to a disability contact us by telephone on 0844 736 9836 or email customer.services@pcl.co.uk. For those with a hearing impairment our Textphone number is 01372 746827.

We are a member of the Finance and Leasing Association (FLA) and we follow the FLA Lending Code a copy of which is available on request. If you have a complaint you should contact us first by telephone on 0844 736 9836, in writing for the attention of the Quality Control Officer at the address overleaf or by email to qualitycontrol@pcl.co.uk. We will then tell you what our procedures are for handling complaints. If at the end of the process your complaint has not been resolved you can refer your complaint to the Financial Ombudsman Service (<http://www.financial-ombudsman.org.uk>) and we will provide details of how to do this.