

Pre-Contract Credit Information

1. Contact Details

Creditor:	PremFina Ltd
Address:	Tintagel House, 92 Albert Embankment, Vauxhall, London SE1 7TY
Telephone number:	0330 165 9367
E-mail address:	info@premfina.com
Web address:	www.premfina.com
Credit intermediary:	<<CLIENT NAME>>
Address:	<<CLIENT ADDRESS>>
Telephone number:	<<CLIENT TELEPHONE NUMBER>>
E-mail address:	<<CLIENT CONTACT EMAIL>>
Web address:	<<CLIENT WEBSITE URL>>

2. Key Features of the Credit Product

The type of credit.	Running Account Credit Agreement. Running account credit agreement for financing the premium payable for Insurance and any additional insurance products.
The total amount of credit. This means the amount of credit to be provided under the proposed credit Agreement or the credit limit.	There is no credit limit under the Agreement. We may introduce a credit limit by giving you 7 day's written notice.
How and when credit would be provided.	Payment will be made to the Credit Intermediary for your insurance products from time to time in accordance with our arrangements with them.
The duration of the credit agreement.	The Agreement has no fixed or minimum duration.
Repayments	We will determine the minimum monthly payment needed based on the total advanced under this Agreement, together with any associated interest and charges, in order to clear the balance before the expiry of the last insurance policy financed from time to time under this Agreement. Whenever a premium is financed, we will write to tell you what the minimum monthly payment is and the dates when it is due.
The total amount you will have to pay. This means the amount you have borrowed plus interest and other costs.	£<<ILLUSTRATIVE AMOUNT PAYABLE>>. We are required to calculate this figure based on the following assumptions: (1) your credit limit is £1,200; (2) you draw down this amount in full (in one instalment) on the date of this Agreement; (3) repayment of the credit, interest and any other charges is made in 12 equal monthly instalments beginning one month after draw down; (4) the final payment clears the balance of capital, interest and other charges; (5) this Agreement remains valid until it comes to an end in accordance with its terms; (6) the interest rate remains as set out in this Agreement; and (7) we each fulfil our obligations under this Agreement. The actual amount you have to repay may vary depending on the amount drawn.
The proposed credit will be linked to the supply of specific goods or the provision of a service. Description of service. Cash price.	The credit is provided to finance the Insurance premium and any additional insurance products or costs, arranged by your broker. Your insurance broker will be able to tell you the cash price of the insurance products you take.
Security required. This is a description of the security to be provided by you in relation to the credit agreement.	As security for payment of all outstanding balances under the Agreement, our interest gets noted on your underlying insurance policy. In the event you become due a refund, it will be paid by the insurer to your broker, who will pay the refund to us ahead of you (pursuant to arrangements between us and your insurance broker).

3. Costs of the Credit

The rates of interest which apply to the credit agreement.	Flat rate of interest: <<PER ANNUM FLAT RATE>>% per annum. We can vary the flat rate of interest applied to your account in accordance with the Agreement. We will notify you in writing of any change at least 7 days' before it takes effect and your monthly payments will change from the first monthly payment after the change takes effect.
Annual Percentage Rate of Charge (APR). This is the total expressed as an annual percentage of the total amount of credit. The APR is there to help you compare different offers.	The APR is <<APR>>% variable.
Related Costs	

Any other costs deriving from the credit agreement.	We charge an administration fee of £<<FACILITY FEE AMOUNT>> each time you make a new drawdown under the credit agreement. We may also charge you reasonable fees and charges to cover our administration costs arising out of your request for any document to which you are not legally entitled.
Conditions under which the above costs can be changed.	We can change our fees and charges as set out in the Agreement.
Costs in the case of late payments.	£<<DEFAULT FEE AMOUNT>> per default (i.e. Direct Debit request being returned unpaid). We charge interest at the contractual rate on amounts unpaid until payment is received.
Consequences of missing payments.	Missing payments could have serious consequences. If you fail to make any repayment by its due date then, in addition to any other rights we may have, interest will continue to be charged on the outstanding balance at the contractual rate both before and after any judgment we may obtain. We may also charge you £<<DEFAULT FEE AMOUNT>> for each missed or declined payment. We may terminate the agreement and require you to pay all sums payable under the agreement early. Adverse information may be passed to credit reference agencies, which could impact your credit rating and could also make access to credit more difficult and the cost of credit more expensive in the future. We may also bring legal proceedings to recover the amounts we are owed, including for example, bankruptcy proceedings. If we obtain a judgment against you, we may seek to enforce that judgment, for example, by obtaining a charging order against your home meaning your home may be repossessed. Further legal costs, including court costs, may become due as a result of your breach of this agreement. We may enforce any security given by you under the agreement by cancelling the Policy and use any refund of premium towards payment of the outstanding balance.

4. Other Important Legal Aspects

Right of withdrawal.	You have the right to withdraw from this Agreement without giving a reason before the end of 14 days beginning with the day after the day you signed the agreement. If you wish to exercise your right to withdraw, you must notify us orally on 0330 165 9367 or in writing at our address above.
Early repayment.	You have the right to repay the credit early at any time in full or partially.
Consultation with a Credit Reference Agency.	Your personal data will be used by PremFina to contact a credit reference agency (CRA) in order to get information on your credit behaviour with other organisations. Information provided by the CRA will help PremFina make an assessment of your overall situation before a credit decision is made. We will inform you immediately and without charge if we decide not to proceed with your consumer credit agreement on the basis of information from a CRA and we will tell you that our decision is based on information received from a CRA and of the particulars of that CRA. Please refer to our Privacy Policy, which can be found at www.premfina.com .
Right to a draft credit agreement.	You have a right to receive, upon request, a copy of the draft credit agreement free of charge, unless we are unwilling at the time of the request to proceed to the conclusion of the credit agreement.
The period of time during which the creditor is bound by the pre-contractual information.	One month from the date this pre-contract credit information is issued.

5. Additional information in the case of distance marketing of financial services

a) Concerning the creditor	
Registration Number	Firm Reference Number: 724083 Companies House Registration number: 07208343 Data Protection Registration Number: Z2931422
The supervisory authority.	Financial Conduct Authority and Information Commissioners Office
b) Concerning the credit agreement	
The law taken by the creditor as a basis for the establishment of relations with you before the conclusion of the credit agreement.	English law
The law applicable to the credit agreement and/or the competent court.	English law governs this Agreement and the English courts will determine any dispute in relation to this Agreement unless, you are resident in Scotland or Northern Ireland in which case the courts of the Country in which you are resident will determine any such dispute.
Language to be used in connection with your credit agreement.	The credit agreement and all communications will be in English for the duration of this agreement.
c) Concerning redress	
Access to out-of-court complaint and redress mechanism.	Any complaint should be addressed to PremFina in the first instance, using the contact details shown above and you should provide us with full details of the nature of your complaint. If you are not entering into this Agreement in the course of a business, you have the right to complain to the Financial Ombudsman Service by telephone on 0300 123 9 123 or 0800 023 4567 or by email at complaint.info@financial-ombudsman.org.uk or by post at Exchange Tower, London E14 9SR. If you are entering into this Agreement in the course of a business, you may have a right to complain to the Financial Ombudsman Service.

Credit Agreement regulated by the Consumer Credit Act 1974

PremFina

Running account facility for financing the premiums payable for insurance products.

Credit agreement ("Agreement,"), between Creditor ("we/us") and Customer ("you/your"), with Reference Number: <AGREEMENT REFERENCE NUMBER>

Creditor: PremFina Ltd, Tintagel House, 92 Albert Embankment, Vauxhall, London SE1 7TY		
Customer		
Name (Include trading name): <<CUSTOMER NAME>>		
Address: <<CUSTOMER ADDRESS>>		
		Post Code: <<CUSTOMER POSTCODE>>
Date of Birth (if applicable) DD-MM-YYYY: <<CUSTOMER DOB>>		Company Registration Number (if applicable): <<COMPANY REGISTRATION>>
Home Tel: <<CUSTOMER HOME TEL>>	Mobile: <<CUSTOMER MOBILE>>	Email: <<CUSTOMER EMAIL>>
Broker (details of Customer's Credit Intermediary and Insurance Broker):		
Broker Name: <<BROKER NAME>>		Broker Reference Number: <<BROKER REFERENCE NUMBER>>
Broker Address: <<BROKER ADDRESS>>		

Payments and Repayments		Interest and Charges
<p>Each time you draw down under this Agreement, we will determine the minimum monthly payment which will be enough to repay the relevant draw down before the expiry of the Policy/ies financed by the draw down. Whenever a Policy is financed under this Agreement, we will tell you what the new cumulative total of premiums financed under this Agreement is, what the minimum monthly payment is and what the repayment dates are. Payment amounts may also be adjusted to reflect mid-term Policy adjustments and Policy rebates.</p>		<p>The interest rate is a flat rate. It is applied on the amount of any drawing made under this Agreement and added to your balance when the relevant drawing is made, based on the assumption that it will be paid in equal monthly instalments over the duration of the relevant Policy. Interest may be refunded to the account to reflect mid-term Policy adjustments and Policy rebates.</p>
First drawing amount (Policy/ies Price):	£<<PRINCIPAL>>	<p>The interest rate under this Agreement is: <<PER ANNUM FLAT RATE>>% This rate will apply unless and until we change it in accordance with this Agreement.</p>
Repayable by first payment due on <<FIRST INSTALMENT DATE DD MMM YY>>, for the amount of (which includes the facility fee):	£<<FIRST INSTALMENT AMOUNT>>	<p>We can vary the interest rate to reflect changes in the cost of providing services to you or other factors set out in clause 5.1. We will not increase the interest rate under this clause for an existing drawing. You will be notified of any change to the interest rate before a new drawing.</p>
Followed by <<REMAINING NUMBER OF INSTALMENTS>> equal payments of:	£<<REGULAR INSTALMENT AMOUNT>>	<p>The APR under this agreement is <<APR>>% (variable). In calculating the APR we are required to assume: (1) your credit limit is £1,200; (2) you draw down this amount in full (in one instalment) on the date of this Agreement; (3) repayment of the credit, interest and any other charges is made in 12 equal monthly instalments beginning one month after draw down; (4) the final payment clears the balance of capital, interest and other charges; (5) this Agreement remains valid until it comes to an end in accordance with its terms; (6) the interest rate remains as set out in this Agreement; and (7) we each fulfil our obligations under this Agreement. The total amount payable based on these assumptions, is: £<<ILLUSTRATIVE AMOUNT PAYABLE>>.</p>
<p>The <<REMAINING NUMBER OF INSTALMENTS>> repayments must be made monthly on the same day of each month commencing on <<SECOND INSTALMENT DATE DD MMM YY>> unless there is no corresponding day in such month when the repayment day will be the nearest preceding banking day.</p> <p>Monthly payments will vary if the interest rate varies and/or the amount of any Policy/ies financed under this Agreement varies the outstanding balance of your account.</p> <p>We will notify you of the revised amounts at that time.</p>		<p>The actual total amount payable on your first drawing amount, is set out opposite.</p> <p>We will charge a fee of £<<FACILITY FEE AMOUNT>> in respect of each drawdown to cover administration costs arising out of administering the loan. This will be added to your balance and we will collect it in your first repayment. We will notify you in writing of any other charges in force from time to time. We reserve the right to vary any fees and charges under this Agreement in accordance with clause 5.1. We reserve the right to apply interest at the contractual rate on amounts unpaid until payment is received.</p>
Total amount payable for the first drawing under this Agreement:	£<<TOTAL AMOUNT REPAYABLE>>	

This Agreement has no fixed or minimum duration.
There is no credit limit under this Agreement, but we may introduce such credit limit as we determine from time to time by giving you 7 days' prior written notice.

Security

As security for payment of all outstanding balances under the Agreement, we will note our interest on your Policy. In the event you become due a refund, it will be paid by the insurer to your broker, who will pay the refund to us ahead of you (pursuant to arrangements between us and your insurance broker). See clause 3.2 and clause 11.

Payment Defaults and Associated Charges

Monthly payments must be made by you by direct debit on each payment date unless we agree otherwise. You will be liable to pay us for any costs, charges and expenses that we may incur or have to pay to a third party including legal costs which arise out of your breach of or default under this Agreement. Interest will be charged on unpaid amounts at their current interest rate, both before and after we obtain any judgment. In addition, a default fee of £<<DEFAULT FEE AMOUNT>> is payable for each failed attempt we may make to collect an instalment due under this Agreement (i.e. a direct debit request is returned unpaid for any reason). We reserve the right to vary the amount of our fees under clause 5.1.

Early Payment

You have the right to repay all amounts owed to us early in full or in part. If you wish to repay early, you must notify us of your intention to do so and, in the case of an early repayment in part, make such payment within 28 days of the day following our receipt of your notice or on or before any later date specified in your notice. Such early repayment shall be made by bank transfer, cheque, debit or credit card. At our discretion we may allow you a rebate on the amount of interest applied to reflect early termination.

Right to Withdraw

You have the right to withdraw from this Agreement without giving a reason before the end of 14 days beginning with the day after the day you signed the Agreement. If you wish to exercise your right to withdraw, you must notify us orally on 0330 165 9367 or in writing at our address above. If you exercise your right to withdraw, you must repay without delay and no later than 30 calendar days of giving notice of withdrawal, the credit and any interest which has accrued from the date the credit is advanced until the date it is repaid. Where credit is drawn down during the withdrawal period, we shall inform you, on request, without delay, of the amount of interest payable per day. Such repayment shall be made by debit card or cheque to us.

You may have the right to sue us, the Insurer(s) or both if you have received unsatisfactory goods or services paid for under this Agreement costing more than £100 and not more than £30,000.

If the cash price of the services financed under this Agreement exceed £30,000 but are equal to or less than £60,260 and the services are not supplied, or are supplied only in part, or do not conform with the contract, you have the right to seek redress from us, if you are unable to obtain redress from the Insurer.

Missing Payments

Missing payments could have serious consequences. If you fail to make any repayment by its due date then, in addition to any other rights we may have, interest will continue to be charged on the outstanding balance at the contractual rate both before and after any judgment we may obtain. We will also charge you a default fee for each missed or declined payment. We may terminate the agreement and require you to pay all sums payable under the agreement early. Adverse information may be passed to credit reference agencies, which could impact your credit rating and could also make access to credit more difficult and the cost of credit more expensive in the future. We may also bring legal proceedings to recover the amounts we are owed, including for example, bankruptcy proceedings. If we obtain a judgment against you, we may seek to enforce that judgment, for example, by obtaining a charging order against your home meaning your home may be repossessed. Further legal costs, including court costs, may become due as a result of your breach of this agreement. We may enforce any security given by you under the agreement by cancelling the Policy and use any refund of premium towards payment of the outstanding balance.

Customer declaration and data protection	Important: Customer acknowledgements
<p>By entering into this Agreement I understand and agree that:</p> <p>a) The information given by me and contained in this Agreement is true and correct;</p> <p>b) My personal data (such as Full Name, Address and Date of Birth) will be supplied by PremFina to credit reference and fraud prevention agencies in order to get information on my credit behaviour with other organisations. Affordability indicators, credit reference and identity checks provided by the credit reference agencies will help PremFina make an assessment of my overall situation before credit decisions are made. Premfina will also share account information with credit reference agencies on an ongoing basis and this information may be shared by the credit reference agencies with other organisations. In return, PremFina will receive:</p> <ul style="list-style-type: none"> • Credit Information (such as previous applications) and the conduct of the accounts in my name; • Public information such as County Court Judgements and bankruptcies; • Electoral Register information; • Fraud prevention information. <p>c) I have read and understand the data protection notice overleaf at the end of the Agreement and am aware that if I would like to know more about the way in which my personal data is processed that I should read the PremFina Privacy Policy ("Privacy Policy") set out at www.premfina.com, or that I can write to PremFina at the following address to obtain further information; PremFina Ltd, Attn: Compliance, Tintagel House, 92 Albert Embankment, Vauxhall, London, UK, SE1 7TY</p> <p>d) PremFina would like to send you details of our other products and services by e-mail, SMS, phone and/or post. If you wish to receive such details from us, please tick here [];</p> <p>e) PremFina would also like to share your details with members of our group and/or with our trusted partners so that they may contact you in relation to products and services that may be of interest to you, either by e-mail, SMS, phone and/or post. If you wish us to share your details in this instance, please tick here [];</p> <p>f) By signing this Agreement, I am accepting that my personal data may be used as set out in this Agreement, or as otherwise stated in the PremFina Privacy Policy;</p> <p>g) Where the customer is a partnership or company the signatory confirms that he/she is an authorised signatory.</p>	<p>a) These are our standard terms on which we intend to rely. The terms and conditions set out overleaf are part of this Agreement. You should read this Agreement carefully before signing it, together with any other documentation we have provided you with. If you do not understand anything, please ask for further information or seek independent advice.</p> <p>b) If we do not receive a signed copy of this Agreement back from you, or satisfactory confirmation that you have signed it, we are not obliged to make finance available to you (see clause 14.2). Any insurance policy that was to be financed under this Agreement may be at risk of being cancelled.</p> <p>c) Even if you do not sign and return a copy of this Agreement to us or confirm that you have done so, we will regard you as having accepted our offer to provide credit to you on the terms set out in this Agreement if you permit the first minimum monthly payment under this facility to be collected from your bank account under the Direct Debit instruction that you have provided to us.</p>
	<p>Important Information Broker Payment Disclosure</p>
	<p>We will pay your insurance broker <Client Rate Amount> for introducing you to PremFina and towards their ongoing costs in servicing the credit agreement. This amount is usually calculated as a percentage of your premium, but can be a flat fee that has been agreed with the broker. As part of this payment relates to your introduction to us, the broker is not acting independently. Please note, if the broker works exclusively with one finance provider they will have informed you separately. If you have not been informed, assume the broker works with a limited panel of lenders and other providers also offer monthly payment options that may be more suitable for your needs. By proceeding to sign your credit agreement you are confirming your consent to this payment being received by the broker and that you wish to proceed with this finance.</p>
<p>We enclose two copies of your Credit Agreement. Please sign a copy and return to your broker or us, and keep the other copy in a safe place.</p>	
<p>If: (i) you are a limited company or other body corporate (such as an LLP) or a partnership of 4 or more partners; or (ii) the credit exceeds £25,000 and you are entering into the Agreement wholly or predominantly for business purposes, then this Agreement is not regulated under the Consumer Credit Act 1974 (please see clause 7).</p>	
<p>If you are an individual not acting for business purposes, this is a Credit Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be bound by its terms.</p>	
<p>Signature(s) of the Customer:</p>	<p>Date:</p>
<p>Signed for and on behalf of PremFina.</p>	
<p>Signature: </p>	<p>Date:</p>

Reference Number: <AGREEMENT REFERENCE NUMBER>

Terms of Agreement

<p>1. Payments</p> <p>1.1 You agree to make monthly payments as detailed overleaf by direct debit by their due date. You may pay more than the monthly payment at any time.</p> <p>1.2 All payments (other than payments made to close the account) shall be made by direct debit from a bank or building society account notified by you to us authorising your bank or building society ("Bank") to accept debits from ourselves for varying amounts in respect of your account with us. If you do not pay any instalment on its due date, we may attempt to debit that payment at a later date after giving you notice. If that later payment attempt fails, we may charge you a further default fee for that failed payment attempt. This means you may incur more than one default fee in any month.</p> <p>1.3 In addition to the charges set out 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 to which you are not legally entitled. We will notify you in writing of any other charges in force from time to time.</p>	<p>Then we may (subject, where the Act applies, to first sending you a default notice) terminate this Agreement and require you immediately to pay to us the outstanding balance and (without prejudice to our other rights) may exercise our rights under clause. At our discretion, we may allow you a rebate on the amount of interest applied to reflect early termination but we are not obliged to do so.</p> <p>3.2 When clause 3.1 or clause 4 applies, we shall notify the insurer of termination or the ending of this Agreement. You acknowledge and agree that we shall be entitled to ask the insurers, on your behalf, to cancel the insurance Policies and recover any balances from you. You consent to the insurer paying any refund to which you may be due directly to us to the broker (for onward payment to us).</p> <p>3.3 We may, if we have such arrangements with your broker or insurance provider, require your broker or insurance provider to pay us in full any amount equal to the outstanding balance including interest and any instalments due but unpaid. If we do so, you may be liable to pay that amount to your broker or insurance provider depending on the terms of their arrangements with you and they may contact you to recover the amount due.</p>
<p>2. Making drawings</p> <p>2.1 You can use the credit facility provided under this Agreement to finance insurance products (a "Policy") and related services through intermediaries and insurers with whom we have a trading relationship. After financing the original Policy, you can (subject to the terms of this Agreement) also finance adjustments and renewals under this Agreement.</p> <p>2.2 You request us, for any drawing under this Agreement, to advance the funds to meet the cost of the premium for such Policies to you by paying them directly to the intermediary or the insurer in accordance with the terms of our arrangements with them.</p> <p>2.3 Further drawings can only be requested by your broker who you irrevocably authorise for this purpose to act on your behalf. In addition to our rights to cancel or suspend the facility under clause 10.3 and 10.4, we may also decline to finance a Policy and allow a drawing if:</p> <ul style="list-style-type: none"> a) acting reasonably, we consider or suspect that the intermediary making the request for finance is not acting on your instructions; b) we are aware that you have withdrawn your authority for the Intermediary to act on your behalf; c) we have terminated our agreement with the intermediary making the request or as applicable with the insurer; d) you are in default or otherwise in breach of the provisions of this Agreement; e) acting as a prudent lender we reasonably consider your creditworthiness to be unsatisfactory having regard to your circumstances and/or the amount of credit required. 	<p>4. Your Right To End This Agreement</p> <p>4.1 You may end this Agreement at any time by written notice to us. If you end this Agreement you must immediately pay to us any outstanding balance and if you fail to do so we may notify the insurer of the ending of this Agreement and instruct the insurer in accordance with clause 3.2. At our discretion, we may allow you a rebate on the amount of interest applied to reflect early termination but we are not obliged to do so.</p>
<p>3. Default</p> <p>3.1 If:</p> <ul style="list-style-type: none"> (i) you fail to make a monthly payment within 14 days of the due date of payment, or (ii) you otherwise breach these terms and conditions in any material way, or (iii) you cancel your direct debit without our agreement (for example where you are changing banks, will be setting up a new direct debit, and have told us about this first and we have agreed the changeover), or (iv) you are unable to pay your debts as they fall due, or (v) in the event of your bankruptcy or your entry into an individual voluntary arrangement or proposal with your creditors or, (vi) if you are a company, a resolution is passed or steps are taken for its dissolution, winding up, receivership, entry into a company voluntary arrangement or proposal with creditors or administration, 	<p>5. Variation</p> <p>5.1 Other than as set out above in this clause 5, we may vary the terms of this Agreement for any good reason (including those set out below) at any time by giving you 7 days' notice in writing:</p> <ul style="list-style-type: none"> a) changes in the cost of providing or administering the service; b) changes to law, regulation, business or market practice or other external factors that may affect you; c) changes needed to operate our business in a profitable and prudent manner; d) changes to the overall mix of fees or charges applied. <p>Any variation will be proportionate to the reason(s) for making it.</p> <p>5.2 We will not increase the interest rate under this clause unless you are applying for a new drawing of credit under the Agreement.</p>
	<p>6. Account</p> <p>6.1 We will set up an account in your name to reflect the amount you have borrowed under this Agreement which consists of the cumulative total value of all the Policies financed using this facility and any interest fees, costs, charges and expenses debited to your account, as well as any monthly payments and other amount credited to your account.</p>

<p>7. When The Act Does Not Apply</p> <p>If: (i) you are a limited company or other body corporate (such as an LLP) or a partnership of 4 or more partners; or (ii) the credit exceeds £25,000.00 and you are entering into the Agreement wholly or predominantly for business purposes, then 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 do not apply.</p> <p>You will not enjoy any rights of withdrawal and where we are required to give prior notice this need not comply with the terms of the Act nor the regulations made under the Act.</p>	<p>11. The Policies</p> <p>11.1 You irrevocably authorise us to:</p> <ol style="list-style-type: none"> a) instruct the insurer and the broker of the Policy to pay any proceeds from any refund of premiums to us and we will use those proceeds to repay any outstanding balance you owe to us; and b) notify the Insurer of our interest described above and our right to terminate the Policy. <p>11.2 You will notify us promptly if you vary or terminate the Policy.</p> <p>11.3 Unless and until we notify you otherwise, you will keep the Policy in your possession.</p>
<p>8. Notices</p> <p>We may send any statement, notice, document or other correspondence under this Agreement to your postal or email address (for example, notices in electronic format such as Microsoft word or pdf) stated overleaf or any other postal or email address notified by you. You agree immediately to notify us in writing of any change of your postal or email address.</p>	<p>12. Liability</p> <p>12.1 We shall not be liable for any refusal by the insurer to insure you, nor shall we be liable for any failure to carry out any of our obligations under this agreement caused by any circumstances beyond our control. In the case of any claim by you for misrepresentation or breach of contract by the insurer in respect of insurance paid for hereunder you may have a claim against us under statute, but apart from that, no claim by you against the insurer may be the subject of a set-off or counterclaim against us.</p>
<p>9. Law and Jurisdiction</p> <p>9.1 English law governs this Agreement and the English courts will determine any dispute in relation to this Agreement unless you are resident in Scotland or Northern Ireland in which case the courts of the Country in which you are resident will determine any such dispute.</p> <p>9.2 As a consumer you may benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these terms and conditions, including this clause 9, affect your rights as a consumer to rely on such mandatory provisions of local law.</p>	<p>13. General</p>
<p>10. Cancellation of Policies And Services</p> <p>10.1 In the event that:</p> <ol style="list-style-type: none"> a) the Bank rejects your direct debit mandate; or b) any 2 consecutive direct payments (whether in respect of one or more monthly payments) are recalled by the Bank; or c) the direct debit mandate is cancelled or becomes ineffective for any other reason; Then without limiting our other rights you irrevocably instruct us to notify the insurer and your broker of such event and, in our sole discretion, to request on your behalf the cancellation of the Policies and/or ancillary services which were paid for with credit provided on the account. <p>10.2 If the Policy/ies for which credit has been provided under this Agreement is/are cancelled, has/have expired on or is/are not issued, we may terminate this Agreement subject to giving you any notice required by law. On termination of this Agreement the outstanding balance and any other sums due under it will become immediately due and payable. At our discretion we may allow you a rebate on the amount of interest applied to reflect early termination but we are not obliged to do so.</p> <p>10.3 We may at any time, on giving two months notice to you, terminate this Agreement in which case any outstanding balance and any other sums due under it will become due and payable on or by such termination date. At our discretion we may allow you a rebate on the amount of interest applied to reflect early termination but we are not obliged to do so.</p> <p>10.4 We may suspend or terminate your right to draw further credit under this Agreement subject to complying with our statutory obligations by serving notice on you before or, if not practicable, immediately afterwards giving you the reasons for the termination or suspension (where we can lawfully do so).</p>	<p>13.1 Any notice given to you hereunder by us shall be deemed to be correctly served if sent to you by pre-paid post to your last known address or the email address you have provided.</p> <p>13.2 We may transfer in whole or in part our rights under this Agreement and/or any amounts owing on the account, but no such transfer will affect any rights you may have against the insurer or us or have the effect of varying the terms of payment or any provision of this Agreement to your detriment. You may not transfer any of your rights or obligations under this Agreement.</p> <p>13.3 Any temporary waiver or indulgence by us in exercising our rights under this Agreement shall not prevent us from subsequently exercising our rights in full.</p> <p>13.4 Singular words shall include the plural and vice versa.</p> <p>13.5 The Financial Conduct Authority (12 Endeavour Square, London, E20 1JN) is the supervisory authority under the Act.</p> <p>13.6 If you have any complaint arising out of this Agreement you may contact our complaints department. If you are not entering into this Agreement in the course of a business, you have the right to complain to the Financial Ombudsman Service. If you are entering into this Agreement in the course of a business, you may have a right to complain to the Financial Ombudsman Service. Please refer to www.financial-ombudsman.org.uk</p> <p>13.7 All information and documents supplied to you, and communications with you, in respect of this Agreement will be in the English language.</p> <p>13.8 A request to us by your broker for a policy to be varied or a new policy to be added to the Agreement shall be treated as a request made by you. We will pay remuneration (including commission) to your broker for introducing you to us and this may mean that they are unable to give you unbiased advice.</p>

14. Duration	15. Definitions and Interpretation
<p>14.1 Our offer to open an account contained in this Agreement is conditional upon the completed Agreement, Direct Debit instruction and any requested identification documentation being received by us within 7 days of request or the Inception/Renewal Date whichever is later.</p> <p>14.2 This Agreement is made when it has been signed by your broker or us and signed and dated by you but we are not obliged to make finance available to you until we have all required documentation, an authorised account number and the Agreement is returned to your broker or us together with a valid completed Direct Debit instruction. If we withdraw our offer to provide credit, any amounts paid by us to the broker will be held by the broker on our behalf and you authorise us to repay any interest and charges that we have collected from you to the broker on your behalf.</p> <p>14.3 This Agreement is valid until such time as terminated by us or you, as per these terms.</p>	<p>15.1 In the interpretation of this Agreement, unless the context otherwise requires; "account" means the account referred to in clause 6; "Act" means the Consumer Credit Act 1974 as amended or re-enacted from time to time; "insurance inception date" means the earliest commencement date of any of the insurances financed under this Agreement, as notified to you in writing; "insurance premiums" are the premiums inclusive of Insurance Premium Tax; "interest rate" means the flat rate of interest set out in this Agreement (as varied under clause 5); "monthly payment" means a monthly payment in the amount stated overleaf, as varied by us from time to time; "outstanding balance" means the total of all the insurance premiums of the Policies (and related services) financed together with interest, fees, costs, charges and expenses incurred by you to us under this Agreement; "overleaf" means the reverse side, or, if there is no reverse side, the attached or accompanying page; "we", "our" or "us" includes our successors and assigns; "working day" means a day when the banks are generally open for business in the City of London. In Scotland, words and expressions shall bear their nearest equivalent meanings.</p> <p>15.2 Headings are for convenience only and shall not affect the interpretation of any provision.</p> <p>15.3 Words and expressions to which means have been given overleaf shall bear those means in these terms and conditions and words in the singular shall include the plural, and the reverse.</p> <p>15.4 If any provision of this Agreement is found to be illegal or unenforceable, it shall be deemed to be severable from, and shall not effect, the remaining provisions.</p>

Data Protection Notice

YOUR INFORMATION:

- 1 For the purposes of the Data Protection Legislation, PremFina is the Data Controller.
- 2 For PremFina to make its decision whether or not to provide credit, before entering into this agreement, we will use your personal data to conduct affordability assessments, credit reference and fraud prevention checks. As such, your personal data will be provided to certain credit reference agencies ("CRA") and fraud prevention agencies ("FPA") to conduct these checks. Once provided to the CRA and FPA, some of your personal data will continue to be held and processed by those agencies in their capacity as Data Controller and to facilitate any future credit reference and/or fraud prevention checks.
- 3 You should be aware that information held about you by credit reference agencies may be linked to records relating to any person with whom you are linked financially and other members of your household.
- 4 When information is provided to the CRA and the FPA, a search "footprint" will be placed on your credit file whether or not this application proceeds. This means that the record of that search may be seen by other organisations when you apply for credit in the future. This is necessary for future CRA and FPA searches and for the prevention and detection of fraud.
- 5 Where you borrow from PremFina, details of your credit facility and how you manage it will be given to the CRA by PremFina and recorded by them. If you borrow and do not repay in full and on time, the CRA will record the outstanding debt. This information may be supplied to other organisations by the CRA and FPA to perform similar checks and to trace your whereabouts and recover debts that you owe. Records are retained for 6 years after your account is closed, whether settled by you or defaulted.
- 6 Please also be aware that if false or inaccurate information is provided by you and fraud is identified, the relevant details may be passed to FPA and also law enforcement agencies, who may use that information accordingly. In addition, your personal details may be used by PremFina and other organisations (including members of our group) to prevent crime, including fraud and money laundering. As such, your personal data may be transferred to relevant parties in jurisdictions outside the European Economic Area and/or we may receive personal data about you from other jurisdictions.
- 7 If you would like to know more about the CRA and FPA used by us, please read the PremFina Privacy Policy set out at www.premfina.com or write to us at the following address: PremFina Ltd, Attn: Compliance, Lansdowne House, 1st Floor, 57 Berkeley Square, Mayfair, London, W1J 6ER. You will then be able to contact those agencies directly to obtain further information from them in relation to their processing of your personal data.
- 8 We may disclose your personal data to any funder in order to enable funders to assess the value of our assets. We may also use your personal data in order to administer this Agreement with you, as well as for any communications, marketing, complaints handling, debt recovery, exercise of any legal rights which we may have, as otherwise in compliance with all Data Protection Legislation, and/or as set out in our Privacy Policy.
- 9 We may give information about you and the conduct of your account to credit reference agencies, any broker, agent or administrator acting on our behalf, the insurers, debt collecting agencies and any proposed successor or assign and any proposed assignee, transferee or charge of this agreement or of our interest in this agreement, their insurers and advisors.
- 10 We will use automated decision-making system and will monitor and record telephone calls for the purpose of security, quality and training.
- 11 Further information about how we process your personal data can be found in our Privacy Policy, which can be found at www.premfina.com. Alternatively you can write to us at the above address to be provided with further information.