

Credit Agreement regulated by the Consumer Credit Act 1974 for the provision of Running Account Credit

This agreement is made between:

Us/We: esure Insurance Limited, The Observatory, Reigate, Surrey, RH2 0SG and

You: Shah Ahmad Ishaqzi of 3 Milwain Drive, Stockport, Cheshire, SK45AT ("Customer")

Credit Broker: esure Services Limited, The Observatory, Reigate, Surrey, RH2 0SG

Key financial information

This agreement commences on **24/08/2024** and has no fixed or minimum duration. We will provide you with credit under this agreement to finance the payment of insurance policies and related services arranged from time to time by esure Services Limited.

The initial credit limit will be set at the amount of your insurance premium funded under this agreement being **£719.68**. The amount may vary from time to time if the premium payable under your insurance changes – for example, as a result of any changes made to your insurance policy. We'll notify you when this happens.

The total amount payable is **£807.29**. You'll have paid an initial payment of **£143.87** when purchasing your insurance policy.

The total charge for credit is **£87.61**. This charge is included in your monthly instalments.

Your repayments are payable over **11** instalments. The first monthly repayment of **£73.39** payable on **24/09/2024** followed by **10** monthly repayments of **£73.39** due on the **24th** day of each consecutive month.

The amount of the minimum monthly repayment, number of instalments, repayment dates and credit limit may change if you make a change to your insurance policy or if it is renewed. We'll notify you when this happens.

The annual percentage rate (APR) is **26.36%**

The APR gives you an indication of the overall cost of credit over a year. APR calculations consider the amount you borrow plus any interest, as well as the scheduled timing of your repayments. It is there to help you compare different offers.

The APR is calculated on the assumption that credit up to the credit limit, determined as the amount of your insurance premium to be financed under this agreement, is provided in full at the outset of this agreement and is repaid by monthly instalments over **11 months** excluding the initial payment paid with no variations to the credit limit or the rate of interest for the duration of the agreement.

Other financial information

The credit provided under this agreement is to finance the premium of your esure car insurance policy **P0004511167**.

We charge **1.96%** monthly interest variable (equivalent to **12.1%** annual interest variable). This charge is included in your minimum monthly payments. Interest is calculated based on the outstanding balance of credit each month. The rate of interest will not vary during each insurance policy period but we may change the interest rate when you come to renew your insurance policy. We will notify you of the new interest rate that will apply.

The cash price for the initial **12 months** insurance policy is **£863.55**.

Key information

We will provide you with an annual statement of your payments in your **Account**. If there has been no payment activity since the last statement, then no statement will be produced.

You have the right to receive, on request, for a payment of **£1**, at any time throughout the duration of this agreement a copy of the executed agreement showing: (a) the amount, if any, currently payable under this agreement and (b) the amounts and due dates of all future instalments.

As paying by direct debit is a lending decision, a hard credit search will be performed and will remain on your credit report for **12 months**, allowing us to report your monthly payment history to our credit reference agency. It will appear as Insurance on your credit report. A hard credit search won't be applied if the policy is paid upfront in full.

Missing payments

Missing payments could have severe consequences. Failure to pay an instalment by the relevant due date will be a breach of this agreement and may mean that we terminate this agreement and require immediate payment of all sums due under this agreement. Your insurance policy may also be cancelled and you will no longer be insured.

This information is shared with credit reference agencies and may affect your credit score, making it more difficult to obtain credit in the future.

We may take further action to recover any outstanding debt including legal proceedings. The credit broker may charge you a fee for their administration costs as set out in Your Agreement with esure Services Limited.

If you pay your instalments late we may require immediate payment of all outstanding instalments.

Supervisory authority

We are licensed by the Financial Conduct Authority of 12 Endeavour Square, London E20 1JN to carry out consumer credit business.

Complaints

If you have any complaints regarding the credit agreement please get in touch with us by visiting esure.com/login, logging into your **Account** and clicking the 'Need help?' button. If you'd then like to chat with one of our agents, simply type in 'Complaint' and you'll be connected to our live chat service.

We'll do our best to resolve things at the earliest possible stage. However, if this can't be achieved within **3 working days**, your complaint will be passed on to our Customer Relations team, who act with the full authority of our Chief Executive. Once their investigations are complete, a final decision will be sent to you in writing.

Their email address is **esureflex.customerrelations@esure.com** or write to them at:

Customer Relations Department
esure
The Equinox
19 Cadogan Street
G2 6QQ

If you are dissatisfied with our response, you'll also have the right to complain to the Financial Ombudsman Service (FOS) and ask them for an independent review of your complaint. The FOS will only consider your complaint once you have tried to resolve it with us, so please contact us first if you have any concerns and we will do what we can to help. You can contact the FOS at: complaint.info@financial-ombudsman.org.uk

Exchange Tower
Exchange Square
London
E14 9SR

Alternatively, you can call them on 0800 023 4567. This is normally free from a landline, but charges may apply if you call from a mobile phone.

You can also call them on 0300 123 9123. Calls to this number cost no more than calls to 01 or 02 numbers.

Your right to withdraw

You have the right to withdraw from this agreement within **14 days** following the date on which you sign it. You don't need to give us any reason. In order to exercise this right, you can contact us via your **Account**. You must repay any outstanding balance including any interest due without delay and no later than **21 days** after giving notice of withdrawal. Find out more by visiting esure.com/login and logging in to your **Account**.

The Terms of the Agreement below form part of this agreement. Please read them before proceeding.

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.



Digitally signed by: **Shah Ahmad Ishaqzi**

Date: **24/08/2024**

Which is the date of this agreement

Alan MacEwan

Alan MacEwan

For and on behalf of esure Insurance Limited

Date: **24/08/2024**

Agreement regulated by the Consumer Credit Act 1974 for Running Account Credit (continued)

Terms of the Agreement

Credit Limit

The credit limit can vary from time to time where we finance any subsequent or additional insurance premiums under this agreement. When we change the credit limit, we'll recalculate your monthly repayment to ensure the outstanding balance due is repaid over the remaining term of your insurance policy. We'll notify you of the new credit limit and your revised monthly payments.

Payment

You agree to pay us the amount you borrow by making monthly repayments, by means of Direct Debit, in the amounts and at the times shown above. We do not charge additional interest on late payments. **Late and missed payments could have severe consequences and make obtaining credit more difficult.**

If you make your payments late, we may demand immediate payment of all outstanding payments.

Repayments

When you take out a new insurance policy we will require you to repay the sums due under this agreement as set out at the start of this agreement or as notified to you.

If during the term of your insurance policy you or we make any change to your insurance policy which results in an additional charge due under your insurance policy, and you agree to pay that charge by way of credit advanced under this agreement, you will be required to pay the additional credit and associated interest over the remaining instalments previously notified to you. If this is not possible, we will advise you of your additional instalment(s) due.

When you renew an existing insurance policy, we will require you to repay the sums due under this agreement over such number of instalments that we may notify to you.

Interest rates and calculations

We may vary the interest rate charged on sums borrowed under this agreement, and/or the way we calculate the interest due under this agreement, by giving you not less than **21 days'** notice. Any change in the interest rate will not take effect until the next renewal of your insurance policy and will only apply to sums borrowed by you to fund that and any subsequent insurance policies.

Allocation of payments

Payments are applied first to any arrears of monthly payment (proportionately to interest and premium) starting with the oldest missed payment first.

Your right to repay and to settle the agreement

In addition to your minimum monthly payment, you can make any repayment of credit at any time.

You may also settle this agreement at any time in full or in part by notifying us by live chat of your intention to do so. Once we receive your instructions, we will calculate the amount due less any applicable rebate.

Default

It's essential that you make all payments due to us as set out in 'Payment' above. If you fail to make those payments as they fall due, or if we have been unable to collect any payment due under this agreement on the date due, we'll write to you to give you the opportunity to make the payment.

If you then fail to make the payment due to us within the time stated, we have the right to:

- a) terminate this agreement and demand immediate payment of the unpaid balance of the total debt; and
- b) cancel your insurance policy.

The credit broker may also charge you a fee for their administration costs as set out in Your Agreement with esure Services Limited.

Our right to vary the agreement

We may make changes to the terms of this agreement, including changes to the charges or introducing new charges:

- to give effect to any change or anticipated change in law, regulation, market practice or guidance or to reflect a decision by a court, ombudsman or regulator
- to correct any obvious errors in this agreement or to make these terms fairer or clearer
- to reflect changes in the cost of providing credit and administering credit agreements
- to take account of changes in technology
- to guard against financial crime or misuse of the credit provided under this agreement.

We will tell you about any changes to your agreement at least **21 days** before we make the change, unless it is a change in your favour in which case we may choose to apply it straight away.

If you do not agree to any change, you may choose to end this agreement at any time by giving notice to us. This will not affect your existing obligation to repay any sums due to us under this agreement. If you do not end this agreement you will be taken to have agreed any changes.

Our right to end the agreement

We may also end this agreement by giving you **14 days'** notice in writing if:

- a)** You are declared bankrupt, enter into any form of voluntary arrangement with your creditors
- b)** Any information about you which you provided when applying for credit under this agreement or for your insurance policy proves materially incomplete or inaccurate
- c)** Any other circumstances arise which may reasonably lead us to believe that your obligations under this agreement will not be met
- d)** The Direct Debit is cancelled and not replaced with an alternative Direct Debit, or not maintained in accordance with the provisions of '**Payment**' above
- e)** You fail to comply with any provision of this agreement; or
- f)** You break the terms of the insurance policy.

In the notice of termination for any of the reasons set out above, we'll give you the reasons for termination and tell you the amount outstanding. If the outstanding debt is not settled within **14 days**, we'll cancel your insurance policy and any ancillary services paid for with the credit provided.

We may also decide not to offer you further credit under this agreement when you renew or amend your insurance policy.

Cancellation of insurance policy

If your insurance policy is cancelled or not renewed, this will automatically terminate this agreement. This means that the unpaid balance of the total debt and any applicable fees less any rebate will become immediately due. You won't be entitled to any refund of premium where a claim has been made unless we have been able to recover all of our losses in relation to that claim.

If you're entitled to a refund following cancellation of your insurance policy, the amount will be deducted from your debt under this agreement.

Relaxing the terms

We may relax the terms of this agreement temporarily, but such relaxation shall not be deemed to be a permanent relaxation and we may at any subsequent time choose to enforce the terms strictly again.

Assignment

We may transfer our rights and responsibilities under this agreement to another person.

Governing law

The laws of England will govern the terms of this agreement and any disputes will be subject to the non-exclusive jurisdiction of the English courts.

Language

The contractual terms, any information and communication in relation to this agreement will be provided to you in English.