

## Credit Agreement regulated by the Consumer Credit Act 1974

This Running Account Credit Agreement is between:
This Bank (Close Brothers Limited trading as Close Brothers Premium Finance, Wimbledon Bridge House, 1 Hartfield Road, London, SW19 3RU); and

The <b>Customer</b> (If a trading name is used, inse	ert name and trading	title, e.g. Sam Jones t/	a Jones Export)				
Name							
Address							
	Post Code Email				Mobile		
Home Tel	Date of Birth (if applicable) DD/MM/YY			Company Registration No		o. (if applicable)	
Details of the Customer's Insurance Broke	er (the Broker)						
Broker Name			Broker Code				
Broker Address							
This Agreement and the Facility References in this Agreement to "We", "Our" and "Us" are to the The main terms of this Agreement concerning the payments th			If one of the following automatically):	g events occurs, We may make th	ne following charges (which We	will debit from Your account	
are set out on this page above the signature box. More detailed Conditions, which also form part of this Agreement, are set out over the page.  This Agreement sets out the terms of a credit facility under which You, or the Broker on Your behalf, may request one or more drawings to finance the purchase of insurance policies and any charges associated with those policies. You authorise and instruct Us to forward the amount of each drawing to the Broker or the insurer under the policy being financed. We will open an account in Your name to record the unpaid balance of all drawings, all interest and any charges relating to the facility (the "Account").  The facility has no fixed duration and, at the date of this Agreement, imposes no credit limit but We may apply a credit limit by writing to You in advance.  Payments and repayments  You must make a minimum monthly payment to Us each month in respect of each drawing while You owe money under this Agreement. We will determine the minimum monthly payment, which will be enough to repay each drawing (together with any associated interest and charges) before the expiry of the insurance policy or policies it finances. We will write to tell You what the minimum monthly payment is and the dates when it is to due. We may notify You to revise the minimum monthly payment and the dates when it is due each time there is a new drawing, a change in the insurance premium or the charges being financed, or You make an overpayment or a partial early repayment. The total amount You must pay in respect of Your first drawing of £ under this Agreement is £ assuming You make all Your minimum monthly payments on time. This amount includes any credit arrangement fee You may have been charged by the Broker.  Interest and charges  We apply a flat rate interest charge on the amount of each drawing. The flat rate interest charge on the first drawing under this Agreement will be			<ul> <li>(a) £ If We do not receive any minimum monthly payment on time;</li> <li>(b) £ If or each drawing if We end this Agreement for a reason set out in Condition 5;</li> <li>(c) a fee of at least £25 if You ask to move back the date for any minimum monthly payment by more than 7 days;</li> <li>(d) all reasonable management and administrative costs We incur in responding to and dealing with Your enquiries relating to the administration of Your account, subject to any restrictions under (i) the Consumer Credit Act 1974 ("CCA") and all regulations made under it; (ii) the rules of the Financial Conduct Authority and any other rules or requirements of a relevant regulatory authority; and (iii) all other laws, rules and regulations as in force and applicable to Our provision of credit under this Agreement ("Applicable Law"); and</li> <li>(e) if You fail to make a minimum monthly payment or to pay any other amount on time, interest on the unpaid amount until that amount is paid, calculated daily at the annual rate of interest applicable to the relevant drawing (determined as described under "Interest and charges").</li> <li>Right to withdraw</li> <li>You have the right under the CCA to withdraw from this Agreement without giving any reason before the end of a period of 14 days beginning on the day after (a) where We send You an agreement signed by Us, the day on which You enter into this Agreement or (b) where You sign an agreement that has not been signed by Us, the day on which You enter into this Agreement signed by Us. If You wish to withdraw You must give Us notice by one of the following methods: (b) by telephone on (ii) by enail to complete the provided of the provided and in any event by no later than 30 days after the day on which You give Us notice of withdrawal, You with or which You give Us notice of withdrawal. You will not be required to pay any interest or charges. If You withdraw from this Agreement leaving sums outstanding We may notify credit reference agencies.</li> <li>Missing payments</li> <li< td=""></li<></ul>				
Signature of Customer	Signature of Bank						
Print Name		Date	Date				
Customer declaration and data protection By entering into this Agreement, You consent to receiving post, You do not want to receive such marketing, tick here. You confirm that: (a) all information given by You in connection with this Agreeme (b) You are not in default under any agreement with Us or a Gro (c) You are not aware of any circumstances that would affect Or (including Your inability to make Your monthly minimum payr (d) You have received the pre-contract information prior to signi If You are not a company or a partnership You also confirm that (e) You have not been adjudged bankrupt and no proceedings in You; and (f) You consent to Us and third parties using Your personal info	Customer acknowledgements  (a) These are Our standard terms and conditions on which We intend to rely. You should read this Agreement carefully before signing it, together with any other documentation We have sent You. If You do not understand anything pleas ask for further information or seek independent advice.  (b) If We do not receive a signed copy of this Agreement back from You (or satisfactory confirmation that You have sign it), We will have no obligation to provide You with credit. If We withdraw Our offer to provide credit, any amounts paic 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. Any insurance policy that was to be financed under the Agreement may be at risk of being cancelled.  (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 the facility to be collected from Your bank account under the Direct Debit Instruction that You have provided to Us.						
Close Brothers Premium Finance Instruction to your bank or building societ	y to pay by Direct D			g a ball point pen and s se, 1 Hartfield Road, Lo		Premium	
Name and full postal address of your bank To: The Manager		ank/building society	Service user nu	umber		DIRECT Debi	
Address  Postcode  Name(s) of account holder(s)			Instruction to your bank or building society Please pay Close Brothers Limited trading as Close Brothers Premium Finance Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Close Brothers Limited trading as Close Brothers Premium Finance and, if so, details				
Bank/building society account number			Signature(s)	electronically to my bar	nk/building society.  Date		

## Conditions

- 1. Request for drawings: You may request credit under this Agreement by sending Your request to the Broker. We may decline any such request. The amount of any request for credit in connection with the policy being financed (such policy including any renewal, substitution or replacement of the policy, being a "Relevant Policy") will be debited to Your Account and We will pay it to the Broker or the insurer.
- Minimum monthly payments: You must pay to Us by Direct Debit a minimum monthly payment as referred to on the front page of this Agreement. We do not have to send You a separate demand. You must maintain a Direct Debit Instruction in respect of the minimum monthly payment due for the duration of this Agreement.
- Security: As security for the payment of all present and future amounts, obligations and liabilities that You owe to Us under or in connection with this Agreement ("Unpaid Amounts"), You:
- (a) charge to Us by way of first fixed charge; and
- (b) assign and agree to assign to Us by security, absolutely and unconditionally, all Your right, title and interest at any time in and to the Relevant Policies, including (without limitation) all rights to and interest in (i) all sums payable under Relevant Policies (including refunds and claims other than third party claims), and (ii) the right to cancel and/or enforce the Relevant Policies.
  - In addition, for so long as there are Unpaid Amounts outstanding, You agree that You will:
- (c) not create or allow to exist any security interest on, or in relation to, any Relevant Policy other than those rights specifically given in Our favour;
- (d) not assign or transfer any Relevant Policy to any other person;
- (e) not cancel, vary, renew or replace any Relevant Policy without Our consent;
- (f) not claim under any Relevant Policy without notifying Us in advance;
- (g) not appoint a broker other than the Broker referred to on the front page of this Agreement without Our consent:
- (h) not do or allow anything to be done which might prejudice Our security over the Relevant Policies or reduce the amount payable under any of them;
- (i) ensure that any refund of premiums due in connection with a Relevant Policy is paid to Us (and We will credit the refund to Your Account); and
- (j) take whatever action We reasonably request to (i) perfect or protect the security created by this Agreement, and (ii) enable the cancellation or enforcement of any Relevant Policies.
- 4. Enforcement of security: If, following any event or circumstance specified in Condition 5 (each an "Event of Default"), We decide to enforce the security, We (or the Broker acting on Our behalf) may take such steps in relation to the Relevant Policies as are necessary to protect Us. These steps may include (but are not limited to): (i) notifying Your insurer of Our interest in the Relevant Policies; (ii) cancelling any Relevant Policy and applying any proceeds or refunds paid under it in or towards payment of the Unpaid Amounts; (iii) taking steps to enforce any Relevant Policy; and (iv) taking possession of any Relevant Policy and retaining it. This will mean that You do not receive any amounts paid in connection with the Relevant Policies until We have been repaid in full.
- 5. Events of default: The Events of Default are
- (a) You fail to pay on the due date any minimum monthly payment due in respect of Your Account;
- (b) You use all or any part of any drawing for any purpose other than to pay the premium on a Relevant Policy or any associated charges;
- (c) any of the following apply to You:
- (i) You are insolvent or unable to pay Your debts under any applicable law or You suspend payments on any of Your debts;
- (ii) a statutory demand or bankruptcy petition or order is served on You;
- (iii) an arrangement is approved in respect of You for a compromise of Your debts or You sign a trust deed for the benefit of creditors:
- (iv) You are dissolved, enter administration, moratorium or receivership or are wound-up; or
- (v) any procedure or step is taken in any jurisdiction in respect of You which has a similar effect to those in (i) to (iv) above;
- (d) enforcement or execution or distress is levied or attempted against You or any of Your assets or income including (without limitation) the appointment of a receiver or any procedure or step is taken in any jurisdiction which has a similar effect;
- (e) You fail to comply in any material respect with any of the terms of this Agreement;
- (f) You are in material breach of any of the terms of any other agreement that You have entered into with Us or any other Group Company;
- (g) We consider, in Our reasonable discretion, that the security that You have granted to Us under this Agreement is in jeopardy;
- (h) You have given false information or have otherwise committed or assisted another person to commit fraud in connection with this Agreement; or
- (i) We reasonably consider that Our reputation would be at risk if We were to continue with this Agreement.
- Remedies on default: If any Event of Default occurs and is continuing, and We give You at least fourteen days' notice in writing, then We may:
- (a) declare that any Unpaid Amounts (including unpaid interest that has not yet been debited to Your account) have become immediately due and payable to Us; and
- (b) enforce the security that You have granted to Us.
- 7. Termination of the Agreement:
- (a) We may end this Agreement at any time by giving You at least two months' written notice.
- (b) You (or the Broker acting on Your behalf) may end this Agreement at any time by giving written notice to Us.
- (c) If We or You terminate this Agreement You must pay Us on or before the termination date any Unpaid Amounts (including accrued interest which has not yet been debited to Your Account).
- Set-off rights: We may set-off any amount due from You under this Agreement or under any other agreement with Us or any other Group Company against any obligation that We owe to You. Any exercise of Our right to set-off shall not limit or affect any other rights or remedies available to Us under this Agreement.

To receive this Agreement in an alternative format, please contact Us on

- 9. The Broker:
- (a) You authorise and instruct the Broker on Your behalf to:
- (i) submit any application for a drawing
- (ii) pay any drawing to the insurer to cover the cost of a premium payable under a Relevant Policy; and
- (iii) arrange for any refund of premiums following cancellation of a Relevant Policy and any other amounts payable to You in connection with a Relevant Policy to be paid to Us (and We will credit those amounts to Your Account).
- (b) You authorise Us to pay to the Broker on Your behalf any amount (including repayment of any interest and charges on withdrawal) that We have to pay to You under this Agreement.
- (c) The Broker has at Our request made arrangements for You to enter into this Agreement and You acknowledge and agree that We may pay commission to the Broker. Nevertheless, the Broker has not acted and does not act as Our agent in relation to this Agreement or the facility.
- 10. Variation:
- (a) We may vary this Agreement with immediate effect (and will notify You in writing where We have done so) to:
- (i) reflect changes in Applicable Law or new industry guidance or codes of practice; or
- (ii) vary the flat rate interest charge and the annual rate of interest if You request a further drawing or an increase of an existing drawing or to reflect changes in the cost of providing Our services to You.
- (b) If We give You at least seven days' written notice We may vary this Agreement to:
- (i) vary the facility fee if You request a further drawing or an increase of an existing drawing;
- (ii) vary any charges to reflect changes in the cost of providing Our services to You;
- (iii) correct an obvious error or make minor amendments to this Agreement that do not materially prejudice Your rights under it; or
- (iv) reflect an improvement to or extension of the scope of the services that We provide to You or any other change to the services that is not detrimental to You.
- (c) Where We agree to finance an increase in the insurance premium or associated charges, this may be treated as a new drawing or an increase in an existing drawing.
- 11. Credit reference and fraud prevention agencies: To assess Your application, prevent fraud or money laundering, We may: (i) use credit scoring and automated decision making systems; and (ii) search records, which may be linked to persons with whom You are linked financially and record details relating to You, at credit reference and fraud prevention agencies. We may add details of this Agreement and payments, defaults or failures by You under it to Your record.
  - Credit reference and fraud prevention agencies keep records of enquiries and add details of Our search and Your application to Your record. You can ask for the names of the credit reference and fraud prevention agencies to whom We disclose information or from whom We have obtained information about You by writing to Us or telephoning Us on
- 12. Information: You must promptly:
- (a) provide Us with any information that We may reasonably request from You that is relevant to Our assessment of Your creditworthiness; and
- (b) inform Us without delay of any changes to Your contact details provided.
- 13. Transfer of rights and obligations: We may transfer all or any of Our rights and obligations under this Agreement to any person, provided that We reasonably believe such transfer will not prejudice Your rights. You may not assign or transfer Your rights or obligations under this Agreement without Our consent.
- 14. No waiver: Any failure by Us (whether continued or not) to insist upon strict compliance with any of the terms of this Agreement will not affect Our ability to exercise Our rights in the future.
- 15. Governing law: This Agreement and any non contractual obligations arising out of or in connection with it are governed by English law and both You and We submit to the non-exclusive jurisdiction of the English courts in relation to any dispute in connection with this Agreement.

## Important information

16. Right to repay early: You have the right under the CCA to repay amounts that You have borrowed under this Agreement early in full or in part. If You wish to repay any amount early You must give Us notice by one of the following methods: (i) by telephone on ; (ii) by email to

or (iii) by post or delivery of the notice to the above address. If You do repay an amount early, We may recalculate the minimum monthly payment to ensure that drawings are repaid over the time period originally agreed with You.

- 17. Right of action: You may be entitled to take action against the insurer under a Relevant Policy, the Broker or Us if You have received unsatisfactory services paid for under this Agreement costing more than £100 and not more than £30,000. If the value of the services is more than £30,000 and less than £60,260 You are entitled to take action against Us if You are unable to obtain redress from the insurer or the Broker.
- 18. Consumer Credit Act: If You are a company or a partnership consisting of four or more persons, You will not benefit from protections under the CCA or the Consumer Credit Sourcebook of the Financial Conduct Authority.
- 19. Complaints and requesting information: If You would like to make a complaint about Our services, in the first instance, and to allow Us to resolve any problems, please telephone Us on us at or write to Us at the address at the top of the front page. Our complaints handling procedures can be obtained using any of the above details. If You feel the complaint has not been satisfactorily resolved then, if You are not a business debtor, You have a right to complain to the Financial Ombudsman Service. If You are a business debtor, You may have a right to complain to the Financial Ombudsman Service. The Financial Ombudsman can be contacted on or by email to

or via their website at . You may ask for a copy of the information We hold about You by writing to Information Requests at the address at the top of the front page. A  $\Sigma$  fee may be payable.

20.Regulator:

or email Us at