

# Carraig Premium Finance Limited

## Credit Agreement

This is a Running Account Credit Facility that can be used to finance the Insurances.

### Credit Provider ('Provider', 'We', 'Us', 'Our')

Carraig Premium Finance Limited, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Carraig Premium Finance Limited is an unregulated Gibraltar registered company (Company Number 104690) whose activities fall outside of the scope of the Gibraltar Financial Services (Consumer Credit) Act 2011 and the UK Consumer Credit Act 1974.

### Credit Intermediary ('Intermediary')

Direct Commercial Ltd, Redwing House, Hedgerows Business Park, Colchester Road, Chelmsford, Essex, CM2 5PB, United Kingdom.

Direct Commercial Limited is authorised and regulated by the Financial Conduct Authority (FRN: 307505). Registered in England & Wales Company Number 3133493.

### Customer ('You', 'Your')

Name:

Address:

Post Code:

Email address:

Mobile telephone number:

If You are an individual or sole trader, please tell Us your Date of Birth:

If You are a company, please give Us Your company registration number:

Nature of Business (if applicable):

### Insurance Broker ('Broker')

There may – throughout the duration of this Agreement – be a number of different Brokers acting for the Customer, but the Initial Broker specified below (if any) is the Broker that We dealt with when first entering into this Agreement.

Name of Broker:

Address:

Post Code:

Email address:

Broker Account Number:

Policy No.:

### IMPORTANT INFORMATION

#### Complaints

If You have a complaint, please email Us at [credit.control@carraigpremiumfinance.com](mailto:credit.control@carraigpremiumfinance.com).

### KEY INFORMATION

1. On entering into this Agreement, We will not apply a credit limit on the Account but may introduce a Credit Limit at any time provided that We give You at least seven days' written notice of such a limit. The credit limit will take effect at the end of the notice period and will only apply to future advances of credit.
2. Any Deposit must be paid within 14 days of the inception date of the insurance policy to which it relates. Deposit payments received prior to the inception of a policy will be treated as an Advance Payment and deducted from the net amount to be financed. The taking of a Deposit does not commit Us to allow a drawing on the Account. If the relevant drawing is refused, any Deposit will be paid direct to the Insurer.
3. Whilst any debit balance remains on the Account, You are required to make minimum Monthly Payments to Us via Direct Debit. The first Monthly Payment shall be made on the date specified in the Payment Schedule, which is usually one month after the date on which the Insurances financed by drawings on the Account come into effect, and in each subsequent month on the business day corresponding to that of the first debit on the Account. In the event of a default, We may specify a different collection date and collection dates may vary on renewal but in either case You will be advised.
4. The amount of the minimum Monthly Payments shall be determined at the start of each Transaction, by dividing the net amount to be financed, after the Transaction Fee is added and any deduction is made for Deposits or Advanced Payments, by the number of agreed monthly instalments.
5. A variable APR rate, as specified in the Schedule of Insurance Policies to be financed/charged will be debited to the Account.
6. By entering into this Agreement You grant Us security over the Insurances and all payments due to Us under the Insurances as set out in C.4.
7. If You fail to pay any amount due in respect of the Account, You may be required to reimburse Us against costs and expenses incurred by Us. You shall when requested in writing pay a missed payment charge, an enforcement charge and/or other charges (incurred in responding to enquiries relating to the administration of the Account) as further described in B.3.
8. The following criteria must be met in order for this Agreement to come into effect:
  - a. This Credit Agreement must be completed, signed and returned to [credit.control@carraigpremiumfinance.com](mailto:credit.control@carraigpremiumfinance.com).
  - b. Deposits and the first Monthly Payment shall be paid, via Direct Debit, in line with the payment dates specified in the Payment Schedule.
  - c. A valid Direct Debit Instruction must be in place for the bank account You have asked Us to use for collecting Your Monthly Payments.
  - d. There shall be no overdue premiums for any Insurances provided by Credit Intermediary.

### Instruction to your bank or building society to pay by Direct Debit



Please complete the whole form and email to [credit.control@carraigpremiumfinance.com](mailto:credit.control@carraigpremiumfinance.com)

Name and full postal address of your bank or building society

To: The Manager	Bank/building society
Address	
Postcode	

Name(s) of account holder(s)

Bank/building society account number

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Branch sort code

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Service user number

6	9	9	3	8	8
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Reference

C	P	F	L																
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**Instruction to your bank or building society**

Please pay Carraig Premium Finance Limited 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 Carraig Premium Finance Limited and, if so, details will be passed electronically to my bank/building society.

Signature(s)

Date

Banks and building societies may not accept Direct Debit Instructions for some types of account.

This Guarantee should be detached and retained by the payer.

### The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits;
- If there are any changes to the amount, date or frequency of your Direct Debit, Carraig Premium Finance Limited will notify You 5 working days in advance of Your account being debited or as otherwise agreed. If You request Carraig Premium Finance Limited to collect a payment, confirmation of the amount and date will be given to You at the time of the request;
- If an error is made in the payment of Your Direct Debit by Carraig Premium Finance Limited or Your bank or building society, You are entitled to a full and immediate refund of the amount paid from Your bank or building society.
  - If You receive a refund You are not entitled to, You must pay it back when Carraig Premium Finance Limited asks You to;
- You can cancel a Direct Debit at any time by simply contacting Your bank or building society. Written confirmation may be required. Please also notify Carraig Premium Finance Limited.

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**Schedule of Insurance Policies to be financed/charged**

Inception/Renewal/MTA Date	Policy Number	Insurer	Type of Cover (Motor, EL, PL, PA etc)	Gross Premiums Including Tax
		Direct Commercial Ltd	Motor	

<b>Total Premium(s) (Transaction Amount)</b>	<b>£ 0.00</b>
<b>Transaction Fee</b>	<b>£ 0.00</b>
<b>Total Amount Payable</b>	<b>£ 0.00</b>
<b>Repayable by a 1st Monthly Payment of:</b>	<b>£ 0.00</b>
<b>equal minimum Monthly Payments of:</b>	<b>£ 0.00</b>

**Transaction fee %** 6.00% **APR** 17.81%

**Monthly Payment;** The first Monthly Payment shall be made on the date specified in the Payment Schedule, which is usually one month after the date on which the Insurances financed by drawings on the Account come into effect. Subsequent Monthly Payments are due one month after the inception/ Renewal/ MTA date and on the same date in each consecutive month.

**Followed by** 9

The drawing on the Account may result in changes to current minimum Monthly Payments (if any) which will be notified to You by Us. The minimum Monthly Payment stated above shows what the minimum amount of payments would be if the debit were the only debit on the Account and the number of Monthly Payments set out above will be payable if only the minimum payments are made and if they are paid on time. The Transaction Fee and Total Amount Payable are shown in order to enable those minimum Monthly Payments to be calculated.

Any drawings, made on the Customer's behalf by submission of this notification form, are made subject to the terms and conditions of this Agreement entered into between the Customer and Carraig Premium Finance Limited.

**AUTHORISATION**

Signed on behalf of the Insurance Broker (acting on behalf of the Customer)

Name of Insurance Broker:	
Name of Signatory:	Signature:
Position:	
Date:	

Signed on behalf of the Customer

This is an unregulated Credit Agreement.

If You are a partnership or a company then by signing this Agreement You confirm that You have authority to sign on behalf of the company or partnership. If You are a company, We reserve the right to require a Director to sign this Agreement.


By signing this Agreement I understand and agree:-

- (a) To be legally bound by its terms;
- (b) That the information given by me and contained in this Agreement is true and correct;
- (c) That I am 18 years of age or over;
- (d) That the information given by me and other information relating to my Account may only be used in accordance with purposes and disclosures under current data protection legislation for the administration of this agreement and any related or linked transactions thereto. See Part D for more information about the Data Protection Act.
- (e) That I have read and understood clause C.13.3 and I consent to the activities described.

Signature of Customer:	
Printed name:	
Position:	
Date:	

**AUTHORISATION**

Signed on behalf of the Provider

Signature of Carraig Premium Finance Limited:	
Date:	

## PART A – FINANCIAL PARTICULARS

Please note: Where you see terms starting in upper case, these terms are given particular meanings in clause C.15.

### A.1 The Agreement

- A.1.1 You hereby apply to Us for a Running Account Credit Facility to enable You to finance insurance premiums and related costs and expenses in connection with policies of insurance arranged from time to time through the Broker. All drawings on the Account established under this Running Account Credit Facility (the Account) shall be subject to the terms hereof (including those in Part A, B and C).
- A.1.2 We may enter into this Agreement by signing it. Subject to the terms hereof, You may make a request to draw on the Account for the purposes described in A.1.1 above, by procuring delivery by the Broker to Us of a request in such manner as is from time to time required by Us. We may at any time in its discretion decline to allow drawings under the Account.
- A.1.3 Until We have a signed copy of this Agreement and both the Deposit and first monthly Direct Debit payment have been received, this Agreement is not in force.
- A.1.4 The amount of any drawing which is permitted shall be debited to the Account on the date shown on the relevant request. The proceeds of any drawings shall at the risk of the Customer be paid by Us direct to the Broker or, as the case may be, the Insurer.
- A.1.5 A Running Account Credit Facility is a continuing Account with Us that You or Your Broker can request is debited with sums to pay insurance premiums to Your Broker, and repaid to Us by regular instalments, over an agreed period (usually 10 months).
- A.1.6 You warrant and/or undertake to Us that:
- the Insurances will remain free from any charges or security interests of any kind except under this Agreement;
  - You will not cancel, terminate or vary the Insurances except with the prior written consent of, and in accordance with the directions of, Us;
  - You will not make any claims under the Insurances or otherwise deal with the Insurances except through the Broker; and
  - You will not do or allow anything to be done which might prejudice Our security over the Insurances or reduce the amount payable under them.
- A.1.7 You hereby authorise and instruct the Broker and/or Us:
- to complete the credit request for drawings hereunder on Your behalf;
  - If so requested by Us, to cancel the insurance cover under the insurances following the occurrence of one of the events referred to in clause A.6.5;
  - if for any reason any cover under the Insurances is terminated, to remit to Us for the credit of the Account any part of the premiums which may be refunded in relation to any or all of the Insurances;
  - to remit to Us for the credit of the Account any other monies payable in connection with any of the Insurances;
  - to specify the Date for Direct Debit payments following suitable notification.

### A.2 Duration

This Agreement has no fixed or minimum duration.

### A.3 What You can borrow

- A.3.1 Your initial Transaction Amount is specified in the *Schedule of Insurance Policies to be financed/charged* section above.
- A.3.2 We will not apply a Credit Limit on the Account but may introduce a Credit Limit at any time provided that it gives You at least seven days' written notice of such a limit. The Credit Limit will take effect at the end of the notice period and will only apply to future advances of credit.
- A.3.3 If a Credit Limit has been applied to Your Account, You can ask Us to increase Your Credit Limit though We are not obliged to do so.
- A.3.4 If a Credit Limit has been applied to your Account, We will give You at least seven days' notice in writing before We reduce the Credit Limit further. We will never reduce the Credit Limit so that it is less than the Outstanding Balance on the date such reduction takes effect.

### A.4 How We will provide the credit

- A.4.1 Each time that there is a Transaction under this Agreement We will debit this Account with the Transaction Amount and the Transaction Fee and any other fees or charges that You incur.
- A.4.2 We will pay the Transaction Amount to either the Insurer, Credit Intermediary or Broker under the terms of any arrangements We have with them.
- A.4.3 If the premiums relating to any one or more of the Insurances are reduced mid-term, We may at Our discretion require the amount of the reduction to be credited to the Account.
- A.4.4 If the premiums relating to any one or more of the Insurances are increased mid-term, We may at Our discretion require the amount of the increase to be debited to the Account.
- A.4.5 Adjustments to the insurances financed by drawings on the Account may be debited / credited to the Account, where agreed by the Provider. Requests for adjustments must be made in writing and emailed to [credit.control@carraigpremiumfinance.com](mailto:credit.control@carraigpremiumfinance.com).

### A.5 Deposit

- A.5.1 We will require a Deposit or Advance Payment, as specified in the Payment Schedule, which can be collected via Direct Debit from Your bank unless You have already paid this directly to the Provider or to Your Broker. On signing this Agreement, any Deposits or Advance Payments paid to the Broker must be transferred to the Provider without delay.

### Repayments

- A.6.1 You must make Your Monthly Payments in full monthly by the Monthly Payment Dates.
- A.6.2 You must pay the Monthly Payments by Direct Debit (unless We agree otherwise). This should be from the bank account that You or Your Broker tell Us about. You must ensure that all Direct Debits are paid when first presented for payment and that a valid Direct Debit Instruction is in place at all times for the bank account You have asked Us to use for collecting Your Monthly Payments.
- A.6.3 If payment is to be made under a Direct Debit Instruction already in effect, You authorise Us to collect the first payment by Direct Debit from Your bank account provided We have given You two days' notice of the payment. Alternatively, if minimum monthly payments are to be made using a new Direct Debit Instruction, You authorise Us to collect the first payment by Direct Debit from Your bank account provided that We have given You five working days' notice of the payment.
- A.6.4 You agree to pay Us, when requested in writing for:
- all reasonable costs and expenses directly or indirectly incurred by Us in connection with any failure by You to pay any amount due in respect of the Account; and,
  - all internal management and administrative costs incurred by Us in responding to and dealing with enquiries and/or requests from You relating to the administration of the Account, and further if You fail to make a Monthly Payment or pay any other amount on the date that is due, You shall on demand pay the applicable charge as set out in clause B.3.3.
  - Clauses A.6.4 (a) and (b) above include charges set out in clause B.3.
- A.6.5 If You fail to pay within seven days of the due date any minimum Monthly Payment due in respect of the Account, the whole of the Outstanding Balance on the Account (plus the accrued Transaction Fee which has not been debited to the Account) shall become due and payable. In such circumstances, We will also be entitled to take possession of the Insurances immediately. If this sum is not paid on demand, We may then immediately enforce the security We hold and/or terminate the insurance cover provided by the Insurances, taking possession of any proceeds or refunds paid or payable under them. The events referred to above are:
- if You should fail to pay to Us within seven days of the due date for payment any minimum Monthly Payment due in respect of the Account;
  - if for any reason We do not have a valid Direct Debit Instruction;

- c) if any steps are taken, or any proceedings are initiated, against You in relation to winding-up or bankruptcy;
- d) If We consider, at Our reasonable discretion, that all or any part of the Outstanding Balance on the Account and/or the related credit charge may not be paid when due or that the security constituted hereby is in jeopardy;
- e) in the event that You enter into receivership, liquidation or administration the provisions of clause A.1.6 will not apply.

A.6.7 No interest is payable on late payments.

A.6.8 We may, at Our discretion, allow Direct Debit payments under this Agreement to be made from a third party's bank account with that third party's consent. If We do, You agree and warrant that:

- a) You remain responsible under this Agreement for making sure that the payments are made;
- b) the third party has agreed to making such payments;
- c) We may provide the third party with a copy of this Agreement and associated documentation even though it contains Your personal data;
- d) the third party will provide any information that We require to verify the third party's identity and any other information that We reasonably require; and
- e) if any payment fails to be made We are to write to You regarding the default, not the third party.

A.6.9 Each time that there is a Transaction We will tell You in writing the amount and number of Monthly Payments you need to make to repay that Transaction, the Transaction Fee and any other applicable fees and charges, together with the dates that those payments should be made.

**A.7 Fees and Charges for the Initial Transaction**

A.7.1 The amount of the Transaction Percentage, Transaction Fee and the amounts that You are borrowing for Your Initial Transactions are specified in the Schedule of Insurance Policies to be financed/charged.

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## PART B – CHARGES

Please note: Where you see terms starting in upper case, these terms are given particular meanings in clause C.15.

### Fees that are payable for each Transaction

#### B.1 Transaction Fees

- B.1.1 We do not charge interest on Transactions under this Agreement but instead for each Transaction We will charge You a Transaction Fee, equal to a percentage of the amount that You borrow in respect of that Transaction. The Transaction Percentage that applies to the Initial Transaction is set out in clause A.7.1.
- B.1.2 The Transaction Percentage shown at clause A.7.1 only applies to the Initial Transaction. We may charge different Transaction Percentages for future Transactions.
- B.1.3 For any future Transaction We will always tell You the amount of the Transaction Fee and the Transaction Percentage in writing.
- B.1.4 Once We have notified You in writing under clause B.1.3 above You have seven days in which You can notify Us that You do not want to go ahead with the Transaction.

### Charges you may have to pay

#### B.3 Charges

##### Administrative charges

- B.3.1 We reserve the right to charge Administration Fees for additional activity on the Account. Our fees are liable to change and You should obtain Our latest charges from the Broker.
- B.3.2 You must pay
- £25 each time We change Your Monthly Payment Date where You (or the Broker) request it;
  - £25 each time We need to reinstate a Direct Debit instruction to Your bank where You have cancelled the Direct Debit instruction; and

##### Missed payment charges

- B.3.3 You must pay a missed payment charge of £25 each time You miss a payment or a Direct Debit from Your bank account is returned unpaid for any reason (payable at the same time as You pay the missed payment or with Your next Monthly Payment, whichever occurs earlier).

- B.3.4 No interest is payable on late payments.

##### Enforcement charges

- B.3.5 You will be liable to pay on demand all Our reasonable costs, charges and expenses (together with legal costs) incurred by Us enforcing our rights (whether these result from legal proceedings or not).

##### Collecting Charges

- B.3.6 We may (but shall not be obliged to) debit the Account with any charge payable under clause B.3 (including any new fees introduced by Us) which are not paid when demanded. We may collect any such charges by Direct Debit.

#### B.4 Variation of fees and charges

- B.4.1 We may vary Our charges set out in clause B.3 from time to time by giving You written notice thereof.
- B.4.2 If You are unhappy with any variation You may end this Agreement at any time by immediately repaying any Outstanding Balance in full.

## PART C – TERMS AND CONDITIONS

Please note: Where you see terms starting in upper case, these terms are given particular meanings in clause C.15.

### C.1 What You can use this Agreement for

- C.1.1 You can use the Running Account Credit Facility under this Agreement to finance the purchase of Insurances from an Insurer.
- C.1.2 We may refuse to finance Insurances where:
- acting reasonably, We consider or suspect that the Broker making the request for finance is not acting on Your instructions;
  - We are aware that You have withdrawn Your authority for the Broker to act on Your behalf;
  - We have terminated Our agreement with the Broker making the request;
  - We have ceased to trade with or have no agreement with the Insurer; or
  - You are in default or otherwise in breach of the provisions of this Agreement.
- C.1.4 Where We decide to restrict Your use of the credit under clause C.1.2 We will give You notice in writing of Our decision either before We restrict Your credit or, if that is not practicable, immediately afterwards. We will provide reasons for Our decision.
- C.1.5 Where We allow You to use the Agreement to fund Insurances this is not a representation by Us as to those Insurances. It is not a recommendation by Us that the Insurances are suitable for You or that You should purchase those Insurances. It is not an endorsement of those Insurances and it does not mean that any Insurances are in force. If You require information about the Insurances, You should contact the Insurer or the Broker. We take no responsibility for statements made by them concerning the Insurances.

### C.2 Restrictions on further credit

- C.2.1 As well as Our rights to reduce Your Credit Limit as set out in Part A or to refuse to fund a Transaction or to terminate this Agreement as set out in this Part C, We may also at any time terminate or suspend Your right to draw down any further credit.
- C.2.2 We will normally only do so if:
- We consider Your continued creditworthiness to be unsatisfactory; or
  - We consider it necessary to do so following the completion of identity, verification or other regulatory checks or where You fail to provide Us with information to complete such checks after it has been requested from You by Us.

However, where it is justified We may do so for other reasons which We will tell You about when We notify You of Our decision. We will notify You of Our decision as soon as possible unless such notification is prohibited by law or may prejudice the prevention or detection of crime, the apprehension or prosecution of offenders or the administration of justice. Unless it is not practical to do so We will serve notice on You before Your right to draw down credit is affected.

### C.3 Early repayment

- C.3.1 You have the right to repay early the whole or any part of the Outstanding Balance at any time. If You wish to do so, You must notify Us by writing to or calling Us and You must provide payment by credit or debit card or send Us a cheque for the amount You wish to repay made payable to 'Carraig Premium Finance Limited'. Please note that for the avoidance of doubt there will be no rebate of the Transaction Fee in the event of early repayment.

### C.4 Security

- C.4.1 This clause C.4 applies to each Insurance Policy that is so financed.
- C.4.2 As security for the payment of all amounts that You are, at any time, required to pay under the Agreement, You – by signing this Agreement – agree to give Us a first ranking mortgage over all rights to and interest in (i) all sums payable under the Insurances (including refunds), and (ii) the right to cancel and/or enforcing the Insurances. If any event listed in clause A.6.5 occurs while any balance is outstanding on the Account, We shall be entitled to take possession of the Insurances and to retain them (either ourselves or through the Broker, on Our behalf) until that balance has been repaid in full, following which We will deliver the Insurances to the Broker.
- C.4.3 As security for payment of the part of the Outstanding Balance that relates to the Insurance Policy You assign to Us, with full title guarantee, by way of continuing security all of Your rights, title and interest in and to the Insurance Policy and any sums payable to You (for whatever reason) under or by virtue of the Insurance Policy, including any refunds or rebates or any right that You may have to compensation from the Financial Services Compensation Scheme (FSCS) in relation to the Insurance Policy. We will reassign the above rights to You once the part of the Outstanding Balance that relates to the Insurance Policy has been repaid. If for any reason the assignment of Your rights, title and interest in and to the Insurance Policy is ineffective, that shall not invalidate the assignment of any sums payable under or by virtue of the Insurance Policy.
- C.4.3 You irrevocably direct the Insurer, the Broker and/or the FSCS (as the case may be) to pay directly to Us any sum (or any part of the sum up to the value of the part of the Outstanding Balance that relates to the Insurance Policy) to which You may become entitled:
- under the Insurance Policy;
  - by virtue of the cancellation of the Insurance Policy; or
  - from the FSCS in respect of the Insurance Policy,
- in order to repay the part of the Outstanding Balance that relates to the Insurance Policy.
- C.4.4 We shall be entitled to notify the Insurer and/or the FSCS of the provisions of clauses C.4.1, C.4.2 and C.4.3 and have an appropriate endorsement noted on the Insurance Policy. These provisions mean that You will not receive any amounts payable to You under the Insurance Policy, any rebate or reimbursement of Insurance Premiums or any amounts payable to You under the FSCS in respect of any such Insurance Policy until the part of the Outstanding Balance that relates to the Insurance Policy has been repaid.
- C.4.5 The receipt of any money by Us under this clause shall not release You from liability to pay:
- any other part of the Outstanding Balance that does not relate to the Insurance Policy; or
  - any remaining part of the Outstanding Balance that does relate to the Insurance Policy but which is not repaid by the receipt of such money.
- C.4.6 For the purposes of this clause, the part of the Outstanding Balance that relates to the Insurance Policy includes the Transaction Fee in relation to the financing of the purchase of that Insurance Policy, any fees or charges that We may have introduced that relate to the financing of the purchase of the Insurance Policy, and any other charges payable under Part B that We reasonably think are attributable to the financing of the Insurance Policy e.g. missed payment charges.

### C.5 Ending this Agreement

- C.5.1 You (or the Broker on your behalf in accordance with clause C.8) may terminate this Agreement by giving written notice of five business days to Us and paying the Outstanding Balance on the Account (plus any accrued Transaction Fee which has not been debited to the Account). If You want to do this You should contact Us using the contact details set out on the front page of this Agreement.
- C.5.2 We may end this Agreement immediately in the following circumstances:
- If You fail or (where applicable) a third party fails to make a Monthly Payment or other payment when it is due;
  - If You are in material breach of this Agreement;
  - If, without Our approval, Your Direct Debit Instruction is cancelled or We are unable to set up a Direct Debit instruction or, if Your Direct Debits are being paid by a third party, that third party Direct Debit instruction is cancelled;
  - If You fail or refuse to provide Us with information when We need it to verify Your identity or carry out other regulatory checks;
  - If You provide the Insurer, Broker or Us with untrue, misleading or incomplete information that affects or would have affected Our decision to lend to You;

- f) If You assign or otherwise transfer such Insurance Policy to a third party (or You purport to do so);
- g) If You change from a Broker with whom We have an agreement with to a Broker with whom We do not have an agreement with;
- h) If You become insolvent or enter into an arrangement with Your creditors;
- i) If You cease to have a UK residential address; or
- j) If the circumstances in clause C.7.1 below arise in relation to all Insurances financed and so the amount We can demand under that clause is the whole of the Outstanding Balance.

C.5.3 If the Agreement is ended as set out in this clause C.5, We may require You to pay to Us the Outstanding Balance immediately. If You do not make such payment We can notify the Broker and/or the Insurer. Failure to make payment may result in the Insurances being cancelled as set out in clause C.6.

#### **C.6 Cancellation and effect on the Insurances**

In this clause C.6 We explain how things that happen under this Agreement may affect the Insurances financed by it.

C.6.1 If this Agreement is ended, cancelled or terminated under clause C.5 or for any other reason then:

- a) We may immediately inform the Broker of the events that have occurred and of the ending, cancellation or termination of this Agreement. In respect of any Insurances where You have not repaid all sums owing to Us for financing those Insurances either We or the Intermediary may instruct the relevant Insurer on Your behalf to cancel the Insurances (or, if this occurs shortly after the start or renewal of the Insurances, may notify the relevant Insurer that the Insurances have not been taken up), collect any refund due under the Insurances and, if any money is owed to Us under this Agreement, pay the refund to Us;
- b) We may immediately inform the Insurer of termination of this Agreement. In respect of any Insurances where You have not repaid all sums owing to Us for financing those Insurances the Insurer may cancel the Insurances and, if any money is owed to Us under this Agreement, pay to Us any refund which may be due;
- c) in respect of any Insurances where You have not repaid all sums owing to Us for financing those Insurances We may on your behalf instruct the insurer or the Broker to cancel the Insurances and, if any money is owed to Us under this Agreement, to pay to Us any refund which may be due.

If this Agreement is brought to an end and You do not want the Insurances financed by it to be cancelled You must find alternative means of paying for the Insurances.

C.6.2 Until the Deposit and first monthly Direct Debit payment are made following the start or renewal of the Transaction, this Agreement is not in force and We will not pay the Broker or the Insurer. Only once the Agreement is in force will We make such payment to the Broker or the Insurer and credit the Account (if We have already debited it) with the Transaction Amount. Until the Agreement is in force, We do not have entitlement to the Transaction Fee. If You are unable to make either the Deposit payment or the monthly Direct Debit payments and do not want the Insurances to be cancelled You must find another means of paying for the Insurances. If You do want to cancel the Insurances You will be responsible for paying any charges for the Insurances and putting in place alternative insurance and/or payment arrangements You may need.

#### **C.7 Recourse Arrangements**

C.7.1 If You change the Broker in relation to the Insurances, and You change from a Broker with whom We have contractual arrangements to a Broker with whom We do not have such arrangements, then We may by giving You fourteen days' notice in writing require You to repay the part of that Outstanding Balance that relates to the Transaction.

C.7.2 We reserve the right not to make payment to the Insurer or the Broker if We are entitled to refuse payment under Our arrangements with them (for example if notice is given to terminate Our agreement with the Insurer or Broker or the Insurer or Broker is in breach of that agreement with Us).

C.7.6 If We exercise Our rights referred in this clause C.7 We shall apply any sums that We receive against the Outstanding Balance. This shall not release You from Your liability to pay any part of the Outstanding Balance that is still outstanding after We have received any such sums.

#### **C.8 Your Broker/Insurer**

C.8.1 You, at Your own risk, irrevocably direct Us to make payment of all amounts which may be payable by Us to You from time to time, under this Agreement direct to the Intermediary (or the Insurer) on Your behalf.

C.8.2 The Broker is not Our agent and We shall not be liable to You for any act, default or omission of the Broker, who shall be solely responsible for effecting the Insurances. You acknowledge that the Broker acts neither as Your agent nor Your fiduciary in relation to this Agreement, the Account and this Running Account Credit Facility.

C.8.3 You acknowledge and agree that We may pay commissions and other remuneration in connection with this Agreement to the Insurer, the Intermediary, the Broker and/or any third party involved in the arrangement of this Agreement.

C.8.4 You authorise the Intermediary and/or the Broker (a) to make communications on Your behalf to Us relating to this Agreement and (b) to receive communications on Your behalf from Us relating to this Agreement. This authority includes, without limitation, receiving notifications and instructions from Us under clauses C.5 and C.6 above.

C.8.5 You acknowledge and agree that:

- a) the Insurer has been selected by You to provide the Insurances on Your behalf and is not Our agent;
- b) the Broker has been selected by You to procure the Insurances and is not Our agent.

C.8.6 You authorise the Intermediary or the Broker to request Us orally or in writing (by whatever medium including email) to call upon or cancel this Running Account Credit Facility on Your behalf and to make other communications to Us on Your behalf in relation to this Agreement. You acknowledge and agree that any request to Us from Your Broker or the Intermediary on Your behalf for a Transaction to be financed or for this Running Account Credit Facility to be cancelled will be treated as a request made by You.

C.8.7 You authorise the Intermediary or Your Broker, upon request by Us, to give Us information about the status of Your Insurances, or any account that You have with the Insurer and/or Intermediary.

C.8.8 All rights conferred by You on the Insurer and/or Broker under this Agreement are intended to be for the benefit of, and enforceable by, the Insurer and/or Broker 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 Insurer or Broker. Other than as set out in this clause C.8.8, this Agreement shall not give any rights to any other person by virtue of the Contracts (Rights of Third Parties) Act 1999.

#### **C.9 Notices**

C.9.1 We may send any notice under this Agreement to Your address stated on the front page of this Agreement or any other address notified by You or the Insurer and/or Broker on Your behalf.

C.9.2 You agree that We can send You documents by email, in either HTML format, Word format or PDF format.

C.9.3 Where We send documents to You by email We will use the latest email address for You that You have provided to Us, either directly or via Your Broker. If You do not receive a notification because You have changed Your email address or mobile telephone number without telling Us, We will not be responsible for Your non-receipt of such notification.

#### **C.10 Keeping Us informed - Your duties**

C.10.1 You must immediately notify Us in writing or by telephone in the event of any change of Your address, mobile telephone number and/or email address.

C.10.2 You must immediately notify Us in writing if the Broker's authority is terminated.

C.10.2 You must immediately tell Us in writing if, before the Outstanding Balance relating to the Insurances is repaid:

- a) that the Insurance Policy(ies) is cancelled or ended;
- b) You change Insurer in relation to the Insurances; or
- c) You change Broker in relation to the Insurances.



- C.10.3 The person signing this Agreement warrants and represents that at the date of signing this Agreement:
- a) no insolvency, bankruptcy or winding-up proceedings or action have been commenced against You;
  - b) no administrator, supervisor, administrative receiver, receiver manager, trustee in bankruptcy or liquidator under the Insolvency Act 1986 or other relevant legislation has been appointed in respect of You;
  - c) You are able to pay Your debts and be deemed to be capable to pay Your debts within the meaning of section 123 Insolvency Act 1986;
  - d) You have not suspended or ceased, or threatened to suspend or cease, to carry on all or a substantial part of Your business;
  - e) there has been no material adverse change in Your business, assets, financial condition, trading position or prospects;
  - f) there has been no occurrence of anything analogous to and having similar effect to clauses C.10.3(a) to C.10.3(e) (inclusive) in any jurisdiction; and
  - g) the person signing this Agreement is not aware of the likelihood of the occurrence of any of the events set out in clauses C.10.3(a) to C.10.3(f) (inclusive);
- C.10.4 The person signing this Agreement warrants and represents that where We allow any payments under this Agreement to be made from a third party's bank account pursuant to clause A.4.2, such third party has agreed to making such payments;
- C.10.5 You agree to notify Us if any of the events in clause C.10.3 arise.

## C.11 Variations

- C.11.1 As well as Our rights to vary charges as set out in Part B We may from time to time vary the other provisions of this Agreement to:
- a) make it easier to understand;
  - b) take account of developments in technology;
  - c) give effect to changes in law, regulation, applicable codes and practices; or
  - d) for any other valid reason not reasonably foreseeable at the time We enter in to this Agreement with You.
- C.11.2 We will give You at least thirty days' notice in writing of any variation under this clause C.11.
- C.11.3 If You are unhappy with any variation under this clause C.11 You may end this Agreement at any time by immediately repaying the Outstanding Balance.

## C.12 Assignment

- C.12.1 We may assign or transfer Our rights under this Agreement. Any assignment will not prejudice Your rights.
- C.12.2 You may not assign or transfer any of Your rights or obligations under this Agreement.
- C.12.3 Subject to the provisions of this Agreement, including without limitation clause C.4, all documents evidencing the Insurances shall be held by You.

## C.13 General

- C.13.1 For the avoidance of doubt, We may suspend Your right to draw on the Account without prior notice.
- C.13.2 We will not be taken to have waived Our rights under this Agreement if We decide for any reason not to exercise, or delay in exercising; any of those rights or exercise any of those rights only partially.
- C.13.3 The information that You have given to Us and any other information relating to Your Account may be disclosed to any licensed credit reference agency, or any affiliated business to Us or to a third party for the sole purposes of the administration of this Agreement and any related or linked transactions thereto; and
- a) the information given to any licensed credit reference agency (which will include details of any searches We have made) may be shared with and cross-checked by any other subsidiary or affiliated business to Us;
    - i. to assess applications for credit and financial services made by You;
    - ii. to prevent fraud and recover debt;
    - iii. for statistical purposes;
    - iv. to make decisions about matters arising from the administration of this Agreement.
 For the purposes of administration, claims and payment information about You and this Agreement may also be given to:
    - i. anyone acting on Your behalf;
    - ii. any guarantor of this Agreement;
    - iii. any finance house, law enforcement agency, credit reference agency;
    - iv. any affiliated business of Us.
  - b) information that You have given to Us may be used for marketing purposes, so that We may advise You of products and services offered either by Us or affiliated business of Us or third parties that may be of interest to You. For this purpose You may be contacted by post, telephone, e-mail or other means. You may choose not to be included in such mailings or stop Us from giving Your details to others for marketing purposes. If so, please write to Carraig Premium Finance Limited, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.
  - c) You have a right to obtain a copy of the information We hold about You. Such a request can be made by writing to the address stated in (b) above. There may be a fee involved in the provision of such information.
- C.13.41 You must make all payments under this Agreement in full and without deduction or set-off.
- C.13.5 The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other part of it.
- C.13.6 If any part of this Agreement is found to be invalid, illegal or unenforceable in any jurisdiction that shall not make the Agreement invalid, illegal or unenforceable in any other jurisdiction.
- C.13.7 If We become entitled to exercise any right against You, whether under this Agreement or by virtue of some other right, then if We fail or delay to exercise that right, or only exercise it in part, this shall not prevent Us from exercising that right (or any other right) in full at a later time.

## C.14 Law and jurisdiction

- C.14.1 This Agreement shall be governed by and construed in accordance with English law. Any relations with You prior to the execution of this Agreement shall also be subject to English law.
- C.14.2 This Agreement will be subject to the exclusive jurisdiction of the Courts of England and Wales, unless You reside in Scotland or Northern Ireland, in which case it will be subject to the exclusive jurisdiction of the Courts of Scotland or Northern Ireland (as appropriate).

## C.15 Definitions

- C.15.1 In this Agreement, the following words and phrases in bold have the meanings shown next to them:
- Account** means a Running Account Credit Facility that We open in Your name relating to this Agreement;
- Additional Premium** means the increase in the premium(s) payables under the Insurances as a result of a mid-term adjustment;
- Agreement/Credit Agreement** means this Credit Agreement;
- Credit Intermediary/Intermediary** means Direct Commercial Limited;
- Credit Limit** means the credit limit which is equivalent to the Total Amount Payable;
- Credit Provider/Provider/Us/We/Our** means Carraig Premium Finance Limited or any party to whom Our rights and/or obligations under this Agreement are assigned and/or transferred pursuant to clause C.12 of the Agreement;
- Customer/You/Your** means the person(s) named under the heading 'Customer' on the front page of this Agreement. If two or more individuals or entities are shown under the heading Customer, each is jointly and severally liable for performing all obligations of the Customer under this Agreement;
- Deposit or Advance Payment(s)** means the first monthly payment as specified in the Payment Schedule. More broadly, Advance Payment(s) refer to all other amounts paid by You or Your Broker to Us prior to the date on which the Insurances financed by drawings on the Account come into effect;

**Individually and/or Jointly Liable** means, in the event of any action by Carraig Premium Finance Limited to recover on an Account, the individuals are liable each on their own, or collectively;

**Initial Broker** means the Broker who dealt with Us on your behalf when first entering into this Agreement as named under the heading 'Insurance Broker' on the front page of this Agreement;

**Initial Transaction** means the first Transaction financed by this Agreement;

**Insurance Broker/Broker** means the Initial Broker or another Broker with whom We have an agreement with;

**Insurances** means any and all Insurance Policy(ies) and related costs and expenses in connection with Insurance Policy(ies) arranged from time to time through the Broker which are funded by sums drawn on the Account;

**Insurance Policy** means an insurance policy issued by the Insurer the premium for which is financed by the facility under this Agreement;

**Insurer** means any insurance company with whom Direct Commercial Limited has a contractual arrangement;

**Monthly Payments** means the monthly payments that We have notified You of in the Payment Schedule;

**Monthly Payment Dates** means the dates of your Monthly Payments, which We shall notify You of in the Payment Schedule;

**Outstanding Balance** means the Total Amount that You owe Us from time to time under this Agreement;

**Payment Schedule** refers to the accommodating document which is shared alongside this Agreement, outlining the Transaction details, including the Total Amount, Total Amount payable, Transaction Fee, Transaction Percentage, Deposits and / or Advance Payments required, Monthly Payments and Monthly Payment Dates;

**Reduced Premium** means the decrease in the premium(s) payables under the Insurances as a result of a mid-term adjustment;

**Running Account Credit Facility** is a continuing Account with Carraig Premium Finance Limited that You or the Broker can request is debited with sums to pay Insurances to either the Broker or the Insurer, and repaid to Carraig Premium Finance Limited by regular instalments, over an agreed period;

**Total Amount** means the sum of the Transaction Amount plus the Transaction Fee as well as any other charges as outlined in clause B.3;

**Total Amount Payable** means the Total Amount less an Deposit less any Monthly payments made;

**Transaction** means the acceptance by Us of a request by You, or on Your behalf, to fund the Insurances;

**Transaction Amount** means the amount of credit provided in respect of any Transaction;

**Transaction Fee** means the fee that We charge for a Transaction, being a percentage of the Transaction Amount;

**Transaction Percentage** means the percentage that We apply to the Transaction Amount to determine the Transaction Fee;

In Scotland, Northern Ireland, the Isle of Man and the Channel Islands words and expressions shall bear their nearest equivalent meanings.

C.15.2

C.15.3

In this Agreement the following interpretations apply: Headings are for ease of reference only and to be ignored when interpreting this Agreement. References to this Agreement are references to this Agreement as varied from time to time. Reference to any clause is to that contained in this Agreement.