

Pre-contract credit information (Standard European Consumer Credit Information)

1. Contact details	
Creditor Address	Be Wiser Insurance Services Ltd Barrett House, Savoy Close, Andover, SP10 2HZ
2. Key features of the credit product	
The type of credit	Running account
The total amount of credit This means the amount of credit to be provided under the proposed credit agreement or the credit limit	At the date of the credit agreement (the "Agreement") there will be no credit limit but we may apply a credit limit by writing to you in advance.
How and when credit would be provided	Credit will be provided to finance the purchase of insurance policies (each a "Relevant Policy") and associated charges. Payment will be made direct to the broker or the insurance company under the Relevant Policy.
The duration of the credit agreement	The Agreement has no fixed or minimum duration.
Repayments	You must make a minimum monthly payment to us each month in respect of each drawing while you owe money under the Agreement. This will be enough to repay each drawing under the Agreement (together with any associated interest and charges) before the expiry of the Relevant Policy it finances. Each drawing under the Agreement will be repayable in instalments, each of which will be an equal proportion of the total amount you must pay in respect of that drawing (as set out in the box below) less the amount of any facility and less any credit arrangement fee. (unless this has been financed by us and included in the amount of the drawing). Each minimum monthly payment will consist of a single instalment, except that the first minimum monthly payment may include two or more instalments, depending on when it is due. The first minimum monthly payment will also include any facility fee. The first drawing under the Agreement will be repayable in 9 instalments.
The total amount you will have to pay This means the amount you have borrowed plus interest and other costs	The total amount you must pay in respect of your first drawing of £xxx.xx is £xxx.xx, assuming you make all your minimum monthly payments on time. This amount includes any credit arrangement fee you may have been charged. Based on the assumption that you had borrowed £xxx.xxx under the Agreement, and the other assumptions set out in the Agreement under "Interest and charges", the total amount that you would have to repay us under the Agreement would be £xxx.xx.
The proposed credit will be linked to the supply of specific goods or the provision of a service Description of services Cash price	The proposed credit will be linked to the purchase of a Relevant Policy or Policies. The cash price of the Relevant Policy and any associated charges to be financed by the first drawing is £xxx.xxx.
Security required This is a description of the security to be provided by you in relation to the credit agreement	We have a charge over each Relevant Policy.
3. Costs of the credit	
The rates of interest which apply to the credit agreement	The flat rate interest charge on the first drawing under the Agreement will be 12.00%. This is equivalent to an annual rate of interest of 18.00%, assuming that the drawing is repaid in 9 instalments starting on the first date when the facility is available. We may notify you to vary the flat rate interest charge and the annual rate of interest.
Annual Percentage Rate of Charge (APR) This is the total cost expressed as an annual percentage of the total amount of credit The APR is there to help you compare different offers	The APR on the first drawing under the Agreement will be 42.45%, based on the assumptions set out in the Agreement. A higher APR may apply to future drawings made under the Agreement.

Related costs	
Any other costs deriving from the credit agreement	We may charge: (i) a facility fee each time you make a new drawing or increase the amount of a drawing to finance an increase in the insurance premium. a facility fee of £30.00 for the credit arrangement and arrangement of the first drawing under the Agreement.; (ii) a fee where you ask to move back the due date for any minimum monthly payment by more than seven days; (iii) a fee of £0.00 where we terminate the Agreement following an event of default for each drawing; and (iv) a fee for any reasonable costs we incur in responding to and dealing with your enquiries.
Conditions under which the above charges can be changed	
Costs in the case of late payments	You will have to pay £30.00 if we don't receive any minimum monthly payment on time. We may also charge you interest at the annual rate of interest applicable to the relevant drawing on any amount you fail to pay us on time.
Consequences of missing payments	If you miss a payment you will incur extra charges, your credit record may be affected and you may find it harder to borrow again from us or another lender. We may take steps to have the Relevant Policy or Policies terminated. We may also take legal action against you.
4. Other important legal aspects	
Right of withdrawal	You have the right to withdraw from the Agreement without giving any reason before the end of 14 days beginning with the day after (a) where we send you an agreement signed by us, the day on which you enter into the Agreement or (b) where you sign an agreement that has not been signed by us, the day on which you receive a copy of the Agreement signed by us.
Early repayment	You have the right to repay the credit early in full or in part at any time.
Consultation with a Credit Reference Agency	If we decide not to proceed with an Agreement on the basis of information from a credit reference agency we will inform you of this and of the particulars of that agency.
Right to a draft credit agreement	You have the right, upon request, to obtain a copy of the draft Agreement free of charge.
5. Additional information in the case of distance marketing of financial services	
(a) concerning the creditor	
Registration number	Company registration number 6097813 Financial Services Register number 465471
The supervisory authority	Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority
(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 and subject to the non-exclusive jurisdiction of the English courts.
Language to be used in connection with the credit agreement	English.
(c) concerning redress	
Access to out-of-court complaint and redress mechanism	Any complaint should be directed to us in the first instance, either by telephone on 0333 321 8566, by email at Customer.Care@bewiser.co.uk or in writing to us at the address above. If you are unhappy with any response, you may have the right to contact the Financial Ombudsman Service at The Financial Ombudsman Service, Exchange Tower, London E14 9SR Tel: 0800 023 4567 E-mail: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

Questions and answers

It's important that you take time to consider the information within this pack carefully. To help you do so, we have prepared a series of question and answers.

Q) Are there any uses for which this credit agreement is not suitable? If so, what are they?

A) The running account credit agreement gives you an easy way to spread the cost of your insurance premium over a period of time, allowing you to manage your cashflow more easily over the life of your policy. It is specifically designed for the repayment of insurance premiums and isn't suitable for any other use.

Q) What will it cost me?

A) You will have to pay back the money you draw down under the agreement and pay interest, a facility fee (if charged) and a credit arrangement fee you have been charged. In some cases, you may have to pay other charges (for example, if you miss a payment) which are described in the Interest and charges section of your agreement— we'll let you know if these charges arise, but these costs are all specified in your credit agreement itself and the Standard European Consumer Credit Information sheet.

Your minimum monthly payments are calculated by adding interest to the amount you've drawn down and dividing that total by the number of months over which the money is to be repaid. Your Direct Debit confirmation outlines your minimum monthly payments and your credit agreement outlines the total you will repay. If you have to pay a facility fee this will be added to the funded amount and will be debited over the specified period.

Q) Are there any features of the credit agreement which could have an adverse impact on me?

A) Yes. As the insurance policy forms the security for your credit, your insurance policy is at risk of cancellation if you fail to meet your repayment obligations. If your insurance policy is cancelled in such circumstances, we have the right to receive any proceeds or refunds paid. If we do, we will use these funds to reduce the amount you owe us.

Q) What will happen if I do not pay my minimum monthly payments on time?

A) You may have to pay a charge plus interest if we don't receive a minimum monthly payment on time, as described in the Interest and charges section of the credit agreement. If you are in breach of the terms of the credit agreement, we may have a right to terminate it and in such circumstances, we may charge a termination fee as set out in the Interest and charges section of the credit agreement. We may also enforce any security given to us under the terms of the credit agreement, which will result in the cancellation of your insurance policy. You'll be liable to pay all sums owing to us, as well as any charges. Your credit record may be affected, and you may find it harder to borrow from us or another lender.

Q) How important is it for me to read the pre-contractual information?

A) It is very important that you read all the pre-contractual information included within your Welcome Pack and take time to consider it carefully. The Welcome Pack also contains, in the form of the Standard European Consumer Credit Information, details of the cost of your credit agreement, the minimum monthly payments that you will need to make and the dates on which these will be taken, as well as the terms and conditions of the credit agreement itself which is our legal contract with you. This information will let you make an informed decision about whether or not this is the right payment method for you.

Q) Do I have any right of withdrawal? If so, what are the terms?

A) You have the right to withdraw from the credit agreement without giving any reason before the end of 14 days beginning with the day after (a) where we send you an agreement signed by us, the day on which you enter into the agreement or (b) where you sign an agreement that has not been signed by us, the day on which you receive a copy of the agreement signed by us.

If you wish to withdraw you must give us notice by one of the following methods: (i) by telephone on 0333 321 8566; (ii) by e-mail to admin@BeWiser.co.uk; or (iii) by post or delivery to Be Wiser Insurance, Barrett House, Savoy Close, Andover, Hants SP10 2HZ

If you validly withdraw as described, the credit agreement is treated as if it was never entered into and you must repay the amount of credit within 30 days beginning with the day after the day you notified Be Wiser Insurance of your intention to withdraw. You will not have to pay us any interest or charges but you will have to make alternative arrangements to pay for your insurance.

Q) How can I get further information about my credit agreement?

A) If you have any questions or you would like more information, you can call us on 0333 321 8566 at any time between 9am and 5.30pm, Monday to Friday, or write to us at Be Wiser Insurance, Barrett House, Savoy Close, Andover, Hants, SP10 2HZ.

Credit Agreement regulated by the Consumer Credit Act 1974

This **Running Account Credit Agreement** is between:

This **Bank** (Be Wiser Insurance Limited, Barrett House, Savoy Close, Andover, Hants, SP10 2HZ); and The **Customer** (If a trading name is used, insert 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. (if applicable)

Details of the Customer's Insurance Broker (the Broker)

Broker Name Be Wiser Insurance Services Ltd

Broker Reference

Broker Address Barrett House, Savoy Close, Andover, Hants, SP10 2HZ

This Agreement and the Facility

References in this Agreement to "We", "Our" and "Us" are to the Bank. References to "You" and "Your" are to the Customer.

The main terms of this Agreement concerning the payments that You must make and Your rights under the Agreement 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, may request one or more drawings to finance the purchase of insurance policies and any charges associated with those policies.

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 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 repay in respect of Your first drawing of £xxx.xx under this Agreement is £xxxx.xx, 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 12.00%. The annual rate of interest is equal to the flat rate interest charge adjusted by the portion of a year for which the drawing is outstanding. The annual rate of interest for the first drawing under this Agreement is 18.00%, assuming that the drawing is repaid in 9 instalments starting on the first date when the facility is available. We may notify You to vary the flat rate interest charge and the annual rate of interest in accordance with Condition 10.

The APR under this agreement is 42.45%, based on the assumptions that: (i) You make a single drawing, which is assumed to be £xxx.xx, on the first date when the facility is available and any facility fee and credit arrangement fee is calculated on the basis of a drawing of that amount; (ii) the drawing, interest charge and any facility fee are repaid in equal monthly payments over a period of one year commencing one month after the date of the drawing; and (iii) interest is charged at the annual rate of interest quoted above. Based on these assumptions, the total amount You would have pay under this Agreement would be £xxxx.xx

The dates and amounts of payments assumed to calculate the annual rate of interest, the APR and the total amount payable may not be the same as the dates and amounts of payments that apply to actual drawings under this Agreement.

The facility fee for the first drawing made under this Agreement will be £x.xx; the charge for the credit arrangement will be a fee of £30.00 for the arrangement of this drawing. You may be charged a facility fee and / or a credit arrangement fee each time you make a new drawing or increase the amount of a drawing to finance an increase in insurance premium.

Signature of Customer

Print Name

Date

Customer declaration and data protection

By entering into this Agreement, You consent to receiving post, email, text and/or phone marketing messages from Us. If You do not want to receive such marketing, tick here.

You confirm that:

- all information given by You in connection with this Agreement is true and correct;
- You are not in default under any agreement with Us or a Group Company;
- You are not aware of any circumstances that would affect Our decision to enter into this Agreement with You (including Your inability to make Your monthly minimum payments on time);
- You have received the pre contract information prior to signing this agreement.

If you are not a company or partnership You also confirm that:

- You have not been adjudged bankrupt and no proceedings for bankruptcy are pending or have been issued against You; and
- You consent to Us and third parties using Your personal information as set out in this Agreement.

If one of the following events occurs, We may make the following charges (which We will debit from Your account automatically):

- £30.00 if We do not receive any minimum monthly payment on time;
- £0 for each drawing if We end this Agreement for a reason set out in Condition 5;
- a fee of at least £30 if You ask to move back the date for any minimum monthly payment by more than 7 days;
- 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
- 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").

Right to withdraw

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 receive a copy of this Agreement signed by Us. If You wish to withdraw You must give Us notice by one of the following methods: (i) by telephone on 0333 321 8566; (ii) by email to customer.care@BeWiser.co.uk; or (iii) by post or delivery of the notice to the above address. If You do give Us notice of withdrawal, You must repay to Us the amount of any drawing that has been made without delay and in any event by no later than 30 days after the day on 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.

Missing payments

If You miss a payment You will incur extra charges, Your credit record may be affected and You may find it harder to borrow again from Us or another lender. We may take steps to have Your insurance policy or policies terminated. We may also take legal action against You.

Use of Your information

In order for Us and others to: (i) assess Your credit application; (ii) administer this Agreement and related transactions; or (iii) comply with laws and regulations, undertake fraud prevention, debt recovery, statistical analysis or systems development, You agree that We may use personal information about You and pass Your personal data to: (i) associated companies within and outside the European Economic Area ("EEA"); (ii) third party service providers within and outside the EEA; (iii) credit reference, law enforcement or fraud prevention agencies; and (iv) anyone acting on Your behalf and any guarantor of this Agreement.

We and any other company in the Be Wiser Insurance Services Limited group ("Group Company") may contact You in relation to this Agreement by post, email, text message or phone. We may send You marketing information advising You of other financial products and services offered by Us or a Group Company that may be of interest to You. You have the right at any time to stop Us from contacting You. Please write to Us at the above address, email Us at Customer.care@BeWiser.co.uk or telephone Us on 0333 321 8566 if You want Us to stop or for more details.

Signature of Bank

Date 15/09/2015

Customer acknowledgements

- 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 please ask for further information or seek independent advice.
- If We do not receive a signed copy of this Agreement back from You (or satisfactory confirmation that You have signed it), We will have no obligation to provide You with credit. If We withdraw Our offer to provide credit, any amounts paid will be held by the Insurer on Our behalf and You authorise Us to repay any interest and charges that We have collected from You. Any insurance policy that was to be financed under this Agreement may be at risk of being cancelled.
- 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.

Conditions

1. Request for drawings: You may request credit under this Agreement by sending Your request to Us. 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.
 2. 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 Continuous Payment Authority in respect of the minimum monthly payment due for the duration of this Agreement.
 3. 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 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.
 6. 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 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).
 8. 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.
 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 charge 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 0333 321 8566
 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 0333 321 8566; (ii) by email to customerservicespf@closebrothers.com 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 0333 321 8566, email Us at complaintspf@closebrothers.com 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 0800 023 4567, or by writing to The Financial Ombudsman Service, Exchange Tower, London E14 9SR or by email to complaint.info@financial-ombudsman.org.uk or via their website at www.financial-ombudsman.org.uk. 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 £10.00 fee may be payable.
- Regulator: The Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS

To receive this Agreement in an alternative format, please contact Us on 0333 321 8566 or email Us at admin@BeWiser.co.uk

Credit Agreement regulated by the Consumer Credit Act 1974

This **Running Account Credit Agreement** is between:

This **Bank** (Be Wiser Insurance Limited, Barrett House, Savoy Close, Andover, Hants, SP10 2HZ); and The **Customer** (If a trading name is used, insert 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. (If applicable)

Details of the Customer's Insurance Broker (the Broker)

Broker Name Be Wiser Insurance Services Ltd

Broker Code

Broker Address Riverside House, 35-37 Bridge Street, Andover, SP10 1BE

This Agreement and the Facility

References in this Agreement to "We", "Our" and "Us" are to the Bank. References to "You" and "Your" are to the Customer.

The main terms of this Agreement concerning the payments that You must make and Your rights under the Agreement 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 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 repay in respect of Your first drawing of £xxx.xx under this Agreement is £xxx.xx, 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 12.00%. The annual rate of interest is equal to the flat rate interest charge adjusted by the portion of a year for which the drawing is outstanding. The annual rate of interest for the first drawing under this Agreement is xx.x% , assuming that the drawing is repaid in 9 instalments starting on the first date when the facility is available. We may notify You to vary the flat rate interest charge and the annual rate of interest in accordance with Condition 10.

The APR under this agreement is 42.45% , based on the assumptions that: (i) You make a single drawing, which is assumed to be £1,200, on the first date when the facility is available and any facility fee and credit arrangement fee is calculated on the basis of a drawing of that amount; (ii) the drawing, interest charge and any facility fee are repaid in equal monthly payments over a period of one year commencing one month after the date of the drawing; and (iii) interest is charged at the annual rate of interest quoted above. Based on these assumptions, the total amount You would have pay under this Agreement would be £xxxx.xx

The dates and amounts of payments assumed to calculate the annual rate of interest, the APR and the total amount payable may not be the same as the dates and amounts of payments that apply to actual drawings under this Agreement.

The facility fee for the first drawing made under this Agreement will be £x. The Broker will have charged you a credit arrangement fee of £30.00 for the arrangement of this drawing. You may be charged a facility fee and / or a credit arrangement fee each time you make a new drawing or increase the amount of a drawing to finance an increase in insurance premium.

Signature of Customer

Print Name

Date

Customer declaration and data protection

By entering into this Agreement, You consent to receiving post, email, text and/or phone marketing messages from Us. If you do not want to receive such marketing, tick here.

You confirm that:

- all information given by You in connection with this Agreement is true and correct;
 - You are not in default under any agreement with Us or a Group Company;
 - You are not aware of any circumstances that would affect Our decision to enter into this Agreement with You (including Your inability to make Your monthly minimum payments on time);
 - You have received the pre contract information prior to signing this agreement.
- If you are not a company or partnership You also confirm that:
- You have not been adjudged bankrupt and no proceedings for bankruptcy are pending or have been issued against You; and
 - You consent to Us and third parties using Your personal information as set out in this Agreement.

If one of the following events occurs, We may make the following charges (which We will debit from Your account automatically):

- £30 if We do not receive any minimum monthly payment on time;
- £0 for each drawing if We end this Agreement for a reason set out in Condition 5;
- a fee of at least £30 if You ask to move back the date for any minimum monthly payment by more than 7 days;
- 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
- 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").

Right to withdraw

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 receive a copy of this Agreement signed by Us. If You wish to withdraw You must give Us notice by one of the following methods: (i) by telephone on 0333 321 8566; (ii) by email to customerservicespf@closebrothers.com; or (iii) by post or delivery of the notice to the above address. If You do give Us notice of withdrawal, You must repay to Us the amount of any drawing that has been made without delay and in any event by no later than 30 days after the day on 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.

Missing payments

If You miss a payment You will incur extra charges, Your credit record may be affected and You may find it harder to borrow again from Us or another lender. We may take steps to have Your insurance policy or policies terminated. We may also take legal action against You.

Use of Your information

In order for Us and others to: (i) assess Your credit application; (ii) administer this Agreement and related transactions; or (iii) comply with laws and regulations, undertake fraud prevention, debt recovery, statistical analysis or systems development, You agree that We may use personal information about You and pass Your personal data to: (i) associated companies within and outside the European Economic Area ("EEA"); (ii) third party service providers within and outside the EEA; (iii) credit reference, law enforcement or fraud prevention agencies; and (iv) anyone acting on Your behalf and any guarantor of this Agreement.

We and any other company in the Close Brothers Group plc group ("Group Company") may contact You in relation to this Agreement by post, email, text message or phone. We may send You marketing information advising You of other financial products and services offered by Us or a Group Company that may be of interest to You. You have the right at any time to stop Us from contacting You. Please write to Us at the above address, email Us at customerservicespf@closebrothers.com or telephone Us on 0333 321 8566 if You want Us to stop or for more details.

Signature of Bank

Date

Customer acknowledgements

- 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 please ask for further information or seek independent advice.
- If We do not receive a signed copy of this Agreement back from You (or satisfactory confirmation that You have signed it), We will have no obligation to provide You with credit. If We withdraw Our offer to provide credit, any amounts paid by Us to the Broker will be held by the Insurer on Our behalf and You authorise Us to repay any interest and charges that We have collected from You to the Broker on Our behalf. Any insurance policy that was to be financed under this Agreement may be at risk of being cancelled.
- 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.

Conditions

1. Request for drawings: You may request credit under this Agreement by sending Your request to Us. 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.
 2. 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 Continuous Payment Authority in respect of the minimum monthly payment due for the duration of this Agreement.
 3. 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 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.
 6. 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).
 8. 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.
 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 charge 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 0333 321 8566
 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 0333 321 8566; (ii) by email to customerservicespf@closebrothers.com 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 0333 321 8566, email Us at complaintspf@closebrothers.com 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 0800 023 4567, or by writing to The Financial Ombudsman Service, Exchange Tower, London E14 9SR or by email to complaint.info@financial-ombudsman.org.uk or via their website at www.financial-ombudsman.org.uk. 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 £10.00 fee may be payable.
- Regulator: The Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS

To receive this Agreement in an alternative format, please contact Us on 0333 321 8566 or email Us at customerservicespf@closebrothers.com