

# Pre-contractual Explanations



It is important that you read this and the Pre-Contract Credit Information that follows and consider them carefully. They explain the key features of the credit agreement to help you decide whether our product is suitable for your needs and financial situation. Where this information is given to you in person you can take it away to consider if you want.

## 1. What the agreement is for

You can use the agreement to finance the payment for different Services designated by us, such as insurance policies, school fees, professional membership fees or club fees.

## 2. How much does it cost?

Each time that you use the credit agreement to pay for a Service we will charge you a Transaction Fee and we may charge a Facility Fee. The Transaction Fee is a percentage of the amount that you borrow to pay for that Service. We will tell you the percentage that we will apply, and the amount of the Transaction Fee, for each Service that you finance. The percentage may change for each Service that you finance.

The Facility Fee is a flat fee that is payable for each Transaction. The Facility Fee for your first Transaction is set out below. Different Facility Fees may be charged for any future Transactions. We will tell you the Facility Fee applying to each Transaction in advance.

The APR for the credit agreement is  % variable

## 3. How do I make payments?

You must make your payments monthly by Direct Debit unless we agree to accept payment by other means. We will tell you the amount and number of repayments each time that you finance a Transaction.

## 4. The cost of your first transaction

The following sets out the cost of your first Transaction

Deposit	£ <input type="text"/>	Initial Transaction Amount	£ <input type="text"/>
Transaction Fee percentage	<input type="text"/> %	Transaction Fee Amount	£ <input type="text"/>
Facility Fee Amount	£ <input type="text"/>	Total Amount Payable for your Initial Transaction	£ <input type="text"/>

Please note there may also be a minimum Transaction Fee that applies to future Transactions, which we will tell you about in your credit agreement. The Initial Transaction Amount (which is part of the total charge for credit) includes any arrangement fee that we may pay to the Intermediary. If a Transaction Amount is payable in the future, this may also include an arrangement fee payable to the Intermediary. If you want to know more, please ask your Intermediary.

## 5. Features of the credit agreement you should be aware of

- If you use your agreement to pay the premium for your insurance policy then, as security for your obligations under the credit agreement, you assign to us the benefit and proceeds of any Insurance Policy that you finance using the credit agreement. This means that we can use any money you would normally receive under those insurance policies (e.g. claim payments or premium refunds) or from the Financial Services Compensation Scheme to repay all or part of the outstanding balance under the credit agreement. We may, by varying the credit agreement, decide that you must also assign to us the benefit and proceeds of other Services that are financed by the credit agreement, although we shall not do this in respect of Transactions that you have already financed.
- We can change the fees that you pay under the credit agreement and introduce new fees in accordance with the agreement.
- You can only borrow up to your credit limit. We may change the limit at any time. We can refuse to finance a Service in certain circumstances set out in your credit agreement. We can terminate or suspend your right to draw down any further sums.
- We may end this agreement at any time on two months' notice. In addition, we may end this agreement without notice in various circumstances set out in the agreement. If you or we end the agreement, we may require you to pay the full Outstanding Balance immediately.
- We will generally pay a commission to your Intermediary or Service Provider. This commission is in addition to any fee (including any arrangement fee) that we may pay to the Intermediary.
- If we change your monthly payment date where you (or your Intermediary or Service Provider) request it, we will charge you a fee, currently £ .
- If we have to write to you to remind you to return your signed credit agreement we will charge you £ .
- If you miss your payments this may lead to the Services you have financed being cancelled (see 6 below).
- Where you have provided us with your email address or connected to an online portal we will communicate with you electronically using either your email address or any online portal that we set up or operate. We may also communicate with you by SMS if you have given us a mobile number.
- By entering into this agreement, you authorise each Intermediary and each Service Provider to make and receive communications with us relating to the agreement on your behalf. You may only revoke that authority in writing by notice copied to us.
- If you change Intermediary in respect of any particular Service to one with which we do not have an arrangement to recover money then we may, upon giving you fourteen days' notice, require you repay the outstanding balance that relates to that Service.
- By agreeing to finance a Service under this agreement we do not make any representation or recommendation about that Service (including as to whether it is suitable for you or whether it is in force).
- The credit agreement is subject to English Law. It is subject to the exclusive jurisdiction of the Courts of England and Wales, unless you reside in Scotland or Northern Ireland, in which case it is subject to the exclusive jurisdiction of the Courts of Scotland or Northern Ireland (as appropriate).

## 6. Consequences of non-payment

Failing to make a payment when it is due, or if your Direct Debit Instruction is cancelled, will put you in breach of the terms of the credit agreement and can have a number of consequences, which may be severe:

- We will charge you a fee (currently £ ) on each occasion that this happens.
- It may result in termination of the credit agreement. This in turn could result in any Service financed by the credit agreement being cancelled (so for example you could lose cover from any insurance policy financed).
- You may have to pay the full Outstanding Balance immediately (even if the Service has been cancelled).
- If we recover some or all of what you owe us under the credit agreement from the Intermediary or Service Provider under our arrangements with them, they may look to recover their loss from you and take legal and other action against you to do so under their terms and conditions of business with you.
- We may report your non-payment to credit reference agencies, which will adversely affect your credit rating.
- We may instruct debt collection agents and take legal proceedings against you. This might result in our obtaining a County Court judgment (often known as a CCJ) and/or taking action to make you bankrupt. This could ultimately result in you losing your home.
- If we report your non-payment and/or take legal action against you in this way, it is likely to make it more difficult or more expensive for you to obtain credit.
- 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).

## 7. Right of withdrawal

You have the right to withdraw from the credit agreement before the end of fourteen days beginning with the day after the latest of the following:

- the day on which we tell you the credit agreement is made;
- the day after the day on which we notify you of the Credit Limit (if we have not told you what this is in the agreement);

To exercise this right, you must notify us by writing to us at Operations Centre, Premium Credit Limited, Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX or by calling us on 0344 736 9836.

If you withdraw from the credit agreement in the period set out above and we have not already paid the sum financed to any Intermediary or Service Provider then you do not need to make payment to us. If we have paid an Intermediary or a Service Provider then:

- we may require the Service Provider or Intermediary to repay that sum to us (if our agreement with the Service Provider or Intermediary allows this), in which case you must then repay the Service Provider or Intermediary;
- if we don't get the money back from the Service Provider or Intermediary then you must pay us the amount of credit provided in full. You must do this without undue delay and no later than thirty days after telling us that you want to withdraw from the credit agreement. You can make this payment by credit or debit card over the phone by calling us on 0344 736 9836 or cheque made payable to Premium Credit Limited at Accounts Department, Premium Credit Limited, Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX.

You will be responsible for paying charges for any Services you have received unless you make other arrangements to pay for your Services with your Service Provider or Intermediary (if any).

## 8. Get more information

If you have any questions about your credit agreement, please contact either your Intermediary (if any) or us at 0344 736 9836. You can also obtain more information from

our website at [www.support.mypremiumcredit.com](http://www.support.mypremiumcredit.com).

**9. The supervisory authority**

The Financial Conduct Authority is the supervisory authority for consumer credit.

Regulated Credit Agreement v3.1 April 2024

Online Regulated Example v3.1 April 2024

# PRE-CONTRACT CREDIT INFORMATION

## 1. Contact details

Creditor.	Premium Credit Limited
Address.	Erbyn House, Erbyn Way, Leatherhead, Surrey, KT22 8UX
Credit intermediary. Address.	<div></div> <div>Please refer to the documents from your Scheme Holder for their address.</div>

## 2. Key features of the credit product

The type of credit.	This is a running account credit agreement.
The total amount of credit. This means the amount of credit to be provided under the proposed credit agreement or the credit limit.	Your initial credit limit will be £ <div></div> . We may vary your credit limit from time to time and we will tell you if we do this.
How and when credit would be provided.	You can use this facility to pay for certain Services (designated by us) and each time you do so we will debit the amount that you borrow together with any charges to the Account we maintain on your agreement. We will pay the amount of credit used to pay for the Service to the provider of it or to your Intermediary, in accordance with our arrangements with them.
The duration of the credit agreement.	The Agreement has no fixed or minimum duration.
Repayments.	You must make your repayments monthly on the date they are due for payment. Each time that you use the Agreement to fund the provision of a Service (a "Transaction") we will tell you in writing the amount and number of monthly repayments that you need to pay in relation to that Transaction (including the Transaction Fee, the Facility Fee and any other applicable fees and charges), together with the dates that those payments should be made.
The total amount you will have to pay.  This means the amount you have borrowed plus interest and other costs.	<p>In respect of your Initial Transaction, the total amount payable is £ <div></div>. This is made up of a deposit payable of £ <div></div> the Initial Transaction Amount of £ <div></div> Transaction Fee of £ <div></div> and a Facility Fee of £ <div></div>. Please note there may also be a minimum Transaction Fee that applies to future Transactions as set out below.</p> <p>The Initial Transaction Amount (which is part of the total charge for credit) includes any arrangement fee that we may pay to the Intermediary. If you want to know more, please ask your Intermediary.</p> <p>If you draw the full Credit Limit of £ <div></div> immediately the total amount payable will be £ <div></div> being the sum of the deposit (if any) Credit Limit, the Transaction Fee, and the Facility Fee. This total amount is based on the same assumptions as we use for calculating the APR (see below). The calculation does not take account of any change in the Transaction Fee or Facility Fee or any charges applied to your Account during the life of your Agreement with us.</p>
Security required. This is a description of the security to be provided by you in relation to the credit agreement.	<p>If the Service that you finance using the Agreement is an insurance policy then you assign to us all 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 that insurance policy, which may be applied against the amounts you owe us under the Agreement.</p> <p>We may vary the Agreement in future so that we also take an assignment in relation to the proceeds and benefit of other Services, although this will not apply to any Transaction that you have already taken out at that point.</p>

## 3. Costs of the credit

The rates of interest which apply to the credit agreement.	No interest is charged under the Agreement. For details of the Transaction Fee and Facility Fee that you must pay for each Transaction see the "Any other costs deriving from the credit agreement" section below.
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.	<p>The APR is <div></div> % (variable).</p> <p>This is calculated on the assumption that:</p> <ol style="list-style-type: none"><li>the Agreement remains valid for any period agreed and that the parties fulfil their obligations under the terms and by the dates specified in the Agreement;</li><li>the rate of the Transaction Fee and amount of the Facility Fee will remain at the same level as they are for your Initial Transaction and will be applicable for the duration of the Agreement, and that no new charges are introduced;</li><li>the Credit Limit is drawn down immediately and in full;</li><li>the credit is provided for a period of one year starting from the date of the initial drawdown;</li><li>the capital is repaid in equal 12 monthly payments commencing one month after the date of the initial drawdown;</li><li>the final payment made by you clears the balance of capital, Transaction Fees, Facility Fees and any charges; and</li><li>the Transaction Fees, Facility Fees and any charges are applied in accordance with the draw downs and repayments of capital and as provided for in the Agreement.</li></ol>
Related costs	
Charge for using a specific payment method.	None.

# PRE-CONTRACT CREDIT INFORMATION

## 3. Costs of the credit (cont.)

<p>Any other costs deriving from the credit agreement.</p> <p>Conditions under which the above charges can be changed.</p>	<p>For each Transaction we will charge you:</p> <p>A Transaction Fee equal to a percentage of the amount of that you borrow for each Transaction. We will determine the applicable percentage for each Transaction and let you know that percentage together with the amount of the Transaction Fee. The percentage that is applicable to your Initial Transaction is <input type="text"/> %, which amounts to a Transaction Fee of £ <input type="text"/>.</p> <p>A Minimum Transaction Fee of £ <input type="text"/> applies.</p> <p>A Facility Fee (unless we tell you that the Facility Fee does not apply). The amount of the Facility Fee for your Initial Transaction is £ <input type="text"/>.</p> <p>The amount of the Facility Fee may be different for future Transactions.</p> <p>In addition we will charge you:</p> <ul style="list-style-type: none"><li>- £ <input type="text"/> if we change your monthly payment date where you (or your intermediary or service provider) request it; and</li><li>- £ <input type="text"/> if we have to write to you to remind you to return your signed credit agreement to us;</li></ul> <p>You will also 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).</p> <p>Transaction Fee: The percentage that we use to calculate the Transaction Fee, and the amount of the Transaction Fee, will differ for each Transaction. We can determine this percentage and we will let you know the amount of the percentage and the amount of the Transaction Fee for each Transaction.</p> <p>Facility Fee: We can change the Facility Fee applied on any Transaction from that which is set out above before the Transaction is entered into. We can determine this amount and we will let you know what it is when we give details relating to that Transaction.</p> <p>Other fees and charges: We may change the amount of any other fees or charges that are payable, and introduce new or different fees and charges at any time, to take account of the following or any changes in the following:</p> <ul style="list-style-type: none"><li>- interest rates set by the Bank of England, our funding costs or other costs in administering your Account (including the cost of processing each Transaction through the Account);</li><li>- our systems or our products and services;</li><li>- our business practices, to ensure our business is run prudently;</li><li>- external factors, such as interest rates, stock markets, labour costs, new technologies, other innovations or changes in general economic conditions;</li><li>- the legal or regulatory obligations which affect us;</li><li>- the amount of remuneration (including commission) we pay to Service Providers or any Intermediaries for introducing you to us;</li><li>- any increase in the risks associated with providing credit to you.</li></ul> <p>We will give you at least thirty days' notice of changes in other fees and charges.</p>
<p>Costs in the case of late payments.</p>	<p>We will charge you a Default Charge each time you miss a payment or a Direct Debit from your bank account is returned unpaid for any reason. The Default Charge is currently £ <input type="text"/>. No interest is payable on late payments.</p>
<p>Consequences of missing payments.</p>	<p>Failing to make a payment when it is due, or if your Direct Debit Instruction is cancelled, will put you in breach of the terms of the credit agreement. As well as incurring the fees and charges referred to above it can have a number of consequences, which may be severe:</p> <ul style="list-style-type: none"><li>• It may result in termination of the credit agreement. This in turn could result in any Service financed by the credit agreement being cancelled (so for example you could lose cover from any insurance policy financed).</li><li>• You may have to pay the full Outstanding Balance immediately (even if the Service has been cancelled).</li><li>• If we recover some or all of what you owe us under the credit agreement from the Intermediary or Service Provider under our arrangements with them, they may look to recover their loss from you and take legal and other action against you to do so under their terms and conditions of business with you.</li><li>• We may report your non-payment to credit reference agencies which will adversely affect your credit rating</li><li>• We may instruct debt collection agents and take legal proceedings against you. This might result in our obtaining a County Court Judgment (often know as a CCJ) and/or taking action to make you bankrupt. This could ultimately result in you losing your home.</li><li>• If we report your non-payment and /or take legal action against you in this way, it is likely to make it more difficult or more expensive for you to obtain credit.</li></ul>

## 4. Other important legal aspects

<p>Right of withdrawal.</p>	<p>You have the right to withdraw from the credit agreement before the end of fourteen days beginning with the day after the latest of the following:</p> <ol style="list-style-type: none"><li>the day on which we tell you the credit agreement is made;</li><li>the day after the day on which we notify you of the Credit Limit (if we have not told you what this is in the agreement).</li></ol> <p>To exercise this right you must notify us by writing to us at Operations Centre, Premium Credit Limited, Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX or by calling us on 0344 736 9836.</p> <p>If you withdraw from the credit agreement in the period set out above and we have not already paid the credit to any Intermediary or Service Provider then you need make no payment to us. If we have paid an Intermediary or a Service Provider then:</p> <ol style="list-style-type: none"><li>we may require the Service Provider or Intermediary to repay that sum to us (if our agreement with the Service Provider or Intermediary allows this), in which case you must then repay the Service Provider or Intermediary;</li><li>if we don't get the money back from the Service Provider or Intermediary then you must pay us in full the amount of credit provided. You must do this without undue delay and no later than thirty days after telling us that you want to withdraw from the credit agreement. You can make this payment by credit or debit card over the phone by calling us on 0344 736 9836 or cheque made payable to Premium Credit Limited at Accounts Department, Premium Credit Limited, Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX.</li></ol> <p>You will be responsible for paying charges for any Services you have received unless you make other arrangements to pay for your Services with your Service Provider or Intermediary (if any).</p>
<p>Early repayment.</p>	<p>You have the right to repay your credit early at any time in part or in full.</p>
<p>Consultation with a Credit Reference Agency</p>	<p>If we decide not to proceed with your application on the basis of information from a credit reference agency we will tell you this at the same time that we tell you that we are not proceeding, and we will provide you with details of that credit reference agency.</p>

4. Other important legal aspects (cont.)

Right to a draft credit agreement	You have the right, upon request, to a copy of the draft credit agreement free of charge, unless we are unwilling at the time of your request to proceed to the conclusion of the credit agreement with you.
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5. Additional information in the case of distance marketing of financial services

(a) concerning the creditor	
Registration number.	The Permission Number for our firm is 702718. We are a private limited company registered in England and Wales under Company Number 2015200.
The supervisory authority.	The Financial Conduct Authority of FCA Head Office, 12 Endeavour Square, London, E20 1JN.
(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 governs our pre-contractual relations and the establishment of relations with you before the conclusion of the credit agreement.
The law applicable to the credit agreement and/or the competent court.	English law will apply to the Agreement. It 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).
Language to be used in connection with the credit agreement.	The contractual terms and all communications with you will be in English.
(c) concerning redress	
Access to out-of-court complaint and redress mechanism.	<p>If you have a complaint, please write to us by email to <a href="mailto:QualityControl@pel.co.uk">QualityControl@pel.co.uk</a> or by post to Quality Control, Premium Credit Ltd, Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX.</p> <p>We have procedures in place which will make sure we handle your complaint fairly and quickly, but if you are not satisfied with the outcome of your complaint, you can write to the Financial Ombudsman Service. They can be contacted at Exchange Tower, London E14 9SR or on 0800 0234567 or online at <a href="http://www.financialombudsman.org.uk">www.financialombudsman.org.uk</a>.</p>

# Premium Credit Limited

Credit Agreement regulated by the Consumer Credit Act 1974

This is a running-account credit facility that can be used to finance the provision of services

Credit provider ('we', 'us', 'our')

Premium Credit Limited, Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX.

Customer ('you', 'your')

Name:

Address:

Postcode:

Email Address:

Mobile Telephone:

If you are an individual or sole trader, please tell us your Date of Birth:

If you are a company please give your company registration number:

Nature of Business (if applicable):

Initial Intermediary (if applicable)

Name of Intermediary:

Address:

Please refer to the documents from your Scheme Holder for their address.

Scheme Code & branch no:

Policy ref:

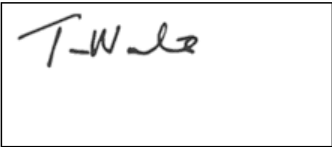
There may throughout the duration of this Agreement be a number of different Intermediaries and Service Providers in relation to this Agreement, but the Initial Intermediary specified above (if any) is the Intermediary that we dealt with when first entering into this Agreement.

IMPORTANT – PLEASE READ CAREFULLY

- To enter into this Agreement, you must be over 18 years old and have a UK residential address or a BFPO address.
- Where you are a partnership or company, the signatory by signing this Agreement confirms that he/she is authorised to sign on behalf of the partnership or company.
- This Agreement contains this section and each of Part A (Financial Particulars), Part B (Charges), Part C (Terms and Conditions) and Part D (How we use your personal information). By signing this Agreement, you acknowledge that you have read these carefully and agree to their contents.
- By signing this Agreement, you agree to our contacting you (including by transmitting documents) by email and through our Online Portal and to our contacting you by mobile phone. Please see Clause C.10 for more information.

Signed on behalf of Premium Credit Limited of Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX Registered in England with Company No. 2015200

Signature of Premium Credit Limited



Date of signature

This is a Credit Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.


Signature of Customer(s)

Date of signature(s)

Customer name(s)

Position(s) (if applicable)

If the customer is a company or a partnership then by signing this agreement you confirm that you have authority to sign on behalf of the partnership.

 Information about how we use your data is contained in Part D.

We will not share your personal information with third parties for marketing purposes.

You can update your preferences by logging into your account at <https://digital.premiumcredit.com>  
For further information regarding the use of your personal information, please go to <https://digital.premiumcredit.com/Privacy-Policy>

PCL Reference

Regulated Credit Agreement v3.1 April 2024

## YOUR RIGHT TO WITHDRAW

You have the right to withdraw from the credit agreement before the end of fourteen days beginning with the day after the latest of the following:

- a. the day on which we tell you the credit agreement is made;
- b. the day after the day on which we notify you of the Credit Limit (if we have not told you what this is in the Agreement).

To exercise this right you must notify us by writing to us at Operations Centre, Premium Credit Limited, Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX or by calling us on 0344 736 9836.

If you withdraw from the credit agreement in the period set out above and we have not already paid the credit to any Intermediary or Service Provider then you need make no payment to us. If we have paid an Intermediary or a Service Provider then:

- a. we may require the Service Provider or Intermediary to repay that sum to us (if our agreement with the Service Provider or Intermediary allows this), in which case you must then repay the Service Provider or Intermediary;
- b. if we don't get the money back from the Service Provider or Intermediary then you must pay us in full the amount of credit provided. You must do this without undue delay and no later than thirty days after telling us that you want to withdraw from the credit agreement. You can make this payment by credit or debit card over the phone by calling us on 0344 736 9836 or cheque made payable to Premium Credit Limited at Accounts Department, Premium Credit Limited, Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX. No interest is payable to us.

You will be responsible for paying charges for any Services you have received unless you make other arrangements to pay for your Services with your Service Provider or Intermediary (if any).

## MISSING PAYMENTS:

Failing to make a payment when it is due, or if your Direct Debit Instruction is cancelled, will put you in breach of the terms of the credit agreement. As well as incurring the fees and charges referred to in Part B of this Agreement it can have a number of consequences, which may be severe:

- It may result in termination of the credit agreement. This in turn could result in any Service financed by the credit agreement being cancelled (so for example you could lose cover from any insurance policy financed)
- You may have to pay the full Outstanding Balance immediately (even if the Service has been cancelled).
- If we recover some or all of what you owe us under the credit agreement from the Intermediary or Service Provider under our arrangements with them, they may look to recover their loss from you and take legal and other action against you to do so under their terms and conditions of business with you.
- We may report your non-payment to credit reference agencies which will adversely affect your credit rating.
- We may instruct debt collection agents and take legal proceedings against you. This might result in our obtaining a County Court Judgment (often know as a CCJ) and/or taking action to make you bankrupt. This could ultimately result in you losing your home.
- If we report your non-payment and /or take legal action against you in this way, it is likely to make it more difficult or more expensive for you to obtain credit.

## IMPORTANT INFORMATION

**Unsatisfactory goods or services** - We have relationships, or we contemplate entering into relationships, with some of the Service Providers. Where this is the case then if you have received unsatisfactory goods or services paid for under this Agreement from those Service Providers, which individually cost more than £100 and not more than £30,000, you may have a right to sue the Service Provider, us or both. We will tell you on request whether we have a relationship with a Service Provider that falls within the scope of this paragraph.

**Supervisory Authority** - the Financial Conduct Authority of FCA Head Office, 12 Endeavour Square, London, E20 1JN is the supervisory authority for consumer credit.

**Complaints** - If you have a complaint, please call us on 0344 736 9818 or write to us by email to [QualityControl@pcl.co.uk](mailto:QualityControl@pcl.co.uk) or by post at Quality Control, Premium Credit Limited, Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX. We have procedures in place to handle your complaint fairly and quickly but if you are not satisfied with the outcome of your complaint you can write to the Financial Ombudsman using the details below.

**Ombudsman Scheme** - you have the right to complain to the Financial Ombudsman Service. They can be contacted at Exchange Tower, London, E14 9SR or on 0800 0234567 or online at [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk).

We are a member of the Finance and Leasing Association ("FLA") and we follow the FLA Lending Code a copy of which is available at [www.fla.org.uk](http://www.fla.org.uk).

If you have difficulty using our services due to a disability, contact us by telephone on 0344 736 9836. For those with a hearing impairment our Textphone number is 01372 746827.

PCL Reference

Regulated Credit Agreement v3.1 April 2024

## PART A – FINANCIAL PARTICULARS

Please note: Where you see terms starting in upper case, these terms are given particular meanings in clause C.16

### A.1. The Duration of the Agreement

This Agreement has no fixed or minimum duration.

### A.2. What you can borrow

A.2.1. You can borrow up to the available, unused amount of your Credit Limit (subject to the terms below). Your initial Credit Limit is £ .

A.2.2. You can ask us to increase your Credit Limit though we are not obliged to do so.

A.2.3. We will give you at least thirty days' notice in writing before we reduce the Credit Limit. We will not reduce the Credit Limit so that it is less than the Outstanding Balance on the date such reduction takes effect.

A.2.4. If a Transaction is requested that would result in you exceeding your Credit Limit then we may treat the submission of the request for a Transaction by you or your Intermediary as a request for us to increase your Credit Limit and we may increase your Credit Limit accordingly. We will tell you if we do this.

### A.3. How we will provide the credit

A.3.1. Each time that there is a Transaction under this Agreement we will debit this Account with the Transaction Amount and the Transaction Fee, any Facility Fee and any other fees or charges that you incur.

A.3.2. We will pay the Transaction Amount (which includes any arrangement fee that we may pay to the Intermediary) to the Service Provider or Intermediary under the terms of any arrangements we have with them.

### A.4. Repayments

A.4.1. You must make your repayments in full monthly by the Monthly Payment Dates. You must pay the Monthly Payments by Direct Debit (unless we agree otherwise). This should be from the bank account that you or your Service Provider or Intermediary 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.4.2. 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:

- you remain responsible under this Agreement for making sure that the payments are made;
- the third party has agreed to making such payments;
- we may provide the third party with a copy of this Agreement and associated documentation even though it contains your personal data;
- 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
- if any payment fails to be made we are to write to you regarding the default, not the third party.

A.4.3. 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 (and any applicable fees and charges), together with the dates that those payments should be made.

A.4.4. Your Service Provider or Intermediary may require you to pay a deposit before any Transaction. For your Initial Transaction the deposit payable is £ .

A.4.5. Please see clause B.3 for other charges that may be payable.

A.4.6. If you ask us to we may, but are not obliged to, vary your Monthly Payment Dates.

### A.5. The APR and the total amount payable

A.5.1. The APR under this Agreement is  % APR variable.

A.5.2. In calculating the APR we have assumed that:

- the Agreement remains valid for any period agreed and that the parties fulfil their obligations under the terms and by the dates specified in the Agreement;
- the rate of the Transaction Fee and amount of the Facility Fee will remain at the same level as they are for your Initial Transaction and will be applicable for the duration of the Agreement, and that no new charges are introduced;
- the Credit Limit is drawn down immediately and in full;
- the credit is provided for a period of one year starting from the date of the initial drawdown;
- the capital is repaid in equal 12 monthly payments commencing one month after the date of the initial drawdown;
- the final payment made by you clears the balance of capital, Transaction Fees, Facility Fees and any charges;
- and the Transaction Fees, Facility Fees and any charges are applied in accordance with the draw downs and repayments of capital and as provided for in this Agreement

A.5.3. On the basis of the same assumptions as set out in clause A.5.2 above the total amount that you would pay under this Agreement would be £  (including any deposit and any fees and charges).

### A.6. Fees and Charges for the Initial Transaction

A.6.1. The amount of the Transaction Percentage for your Initial Transaction is  %. The amount you are borrowing for your Initial Transaction is £  which results in a Transaction Fee of £ . A Minimum Transaction Fee of £  applies.

A.6.2. The amount of the Facility Fee for your Initial Transaction is £ .

A.6.3. The total amount you have to pay in respect of the Initial Transaction assuming you keep to the terms of this Agreement is £ . The Initial Transaction Amount (which is part of the total charge for credit) includes any arrangement fee that we may pay to the Intermediary. If a Transaction Amount is payable in the future, this may also include an arrangement fee payable to the Intermediary. If you want to know more, please ask your Intermediary.



## PART B – CHARGES

Please note: Where you see terms starting in upper case, these terms are given particular meanings in clause C.16

### 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 your Initial Transaction is set out at clause A.6.1.
- B.1.2. The Transaction Percentage shown at clause A.6.1 only applies to your Initial Transaction. We may charge different Transaction Percentages for your future Transactions. Factors that influence the amount of the Transaction Percentage include the nature of the Service that you finance, our relationship with any Intermediary, the identity of the Service Provider, and the state of the financial markets at the relevant time.
- B.1.3. There may also be a minimum Transaction Fee that applies to any future Transactions, which we will tell you about at the time that we tell you about your Transaction Fee.
- B.1.4. For any future Transaction we will always tell you the amount of the Transaction Fee, whether there is a minimum Transaction Fee, and the Transaction Percentage in writing.
- B.1.5. Once we have notified you in writing under clause B.1.4 above you have seven days in which you can notify us that you do not want to go ahead with the Transaction.

#### B.2. Facility Fees

- B.2.1. Unless we tell you otherwise in addition to the Transaction Fee we will charge you a flat fee (a "Facility Fee") for each Transaction. Please see clause A.6.2 for the amount of the Facility Fee for the Initial Transaction.
- B.2.2. The Facility Fee shown at clause A.6.2 only applies to your Initial Transaction. We may charge a different Facility Fee for your future Transactions. Factors that influence the amount of the Facility Fee include the nature of the Service that you finance, our relationship with any Intermediary, the identity of the Service Provider, and the state of the financial markets at the relevant time.
- B.2.3. For any future Transaction we will always tell you the amount of the Facility Fee in writing.
- B.2.4. Once we have notified you in writing under clause B.2.3 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. You must pay
- £  each time we change your Monthly Payment Date where you (or the Intermediary or Service Provider) request it; and
  - £  if we write to you to remind you to return your signed Agreement to us.

##### Missed payment charges

- B.3.2. You must pay a Default Charge of £  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.3.3. No interest is payable on late payments.

##### Enforcement charges

- B.3.4. 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.3.5. 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

We may vary our fees and charges from time to time and/or introduce additional fees and charges as follows:

- B.4.1. Transaction Fee- we can determine what the Transaction Percentage and Transaction Fee are for future Transactions as set out in clause B1 above.
- B.4.2. Facility Fee- we can vary the Facility Fee from that set out in Clause B1 for future Transactions for any reason. We will inform you of the new Facility Fee on any future Transaction and any such variation will only apply to future Transactions.
- B.4.3. Other fees and charges- we may for the reasons set out in clause B.4 by giving you thirty days' notice: (i) vary any of the charges that you may have to pay under clause B.3 above; (ii) introduce additional fees and charges; and (iii) vary any additional fees and charges we have introduced
- B.4.4. The reasons we may vary or introduce a fee or charge under clause B.4.3 are where there have been (or we reasonably anticipate that there will be) changes in our costs resulting from changes in:
- a. interest rates set by the Bank of England, our funding costs or other costs in administering your Account (including the cost of processing each Transaction through the Account);
  - b. our systems or our products and services;
  - c. our business practices, to ensure our business is run prudently;
  - d. external factors, such as interest rates, stock markets, labour costs, new technologies, other innovations or changes in general economic conditions;
  - e. the legal or regulatory obligations which affect us;
  - f. the amount of remuneration (including commission) we pay to your Service Provider or any Intermediary for introducing you to us;
  - g. the risks associated with providing credit to you.
- B.4.5. 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.16

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

- C.1.1. You can use the facility under this Agreement to finance the purchase of Services from a Service Provider using any available Credit Limit.
- C.1.2. Generally these Services that Service Providers provide include insurance policies, professional fees, regulatory fees, fees for club memberships or professional subscriptions, and school fees. However, this is not an exhaustive list and we may add new Service Providers from time to time, who may provide new types of Service.
- C.1.3. We may refuse to finance a Service where:
- acting reasonably, we consider or suspect that the Intermediary making the request for finance is not acting on your instructions;
  - we are aware that you have withdrawn your authority for the Intermediary to act on your behalf;
  - we have terminated our agreement with the Intermediary making the request;
  - we have ceased to trade with or have no agreement with the Service Provider; 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.1.3 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 a Service this is not a representation by us as to that Service. In particular, it is not a recommendation by us that that Service is suitable for you or that you should purchase that Service, it is not an endorsement of that Service and it does not mean that any Service is in force. If you require information about any Service, you should contact the Service Provider or any Intermediary. We take no responsibility for statements made by them concerning the Service.

### C.2. Changing your mind about a Transaction other than the Initial Transaction

- C.2.1. For any Transaction after the Initial Transaction, once we have notified you in writing of the amount of the Transaction Fee, the Transaction Percentage and Facility Fee in accordance with Part B you, or an Intermediary or Service Provider on your behalf, can tell us within seven days of that notification that you do not want to go ahead with the Transaction. If you want to do this you should contact us using the contact details set out in the section "Your Right to withdraw".
- C.2.2. If you notify us under clause C.2.1 then:
- you shall not have to pay any Fees for that Transaction and we will remove any debits from your Account that relate to that Transaction;
  - your Monthly Payments (if any) shall revert to as they were before the Transaction;
  - if you have made any payments in respect of the Transaction we shall refund the payment, or that part of the payment that relates to the Transaction, to you.

### C.3. Restrictions on further credit

- C.3.1. 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 at any time terminate or suspend your right to draw down any further credit.
- C.3.2. 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.4. Early repayment

- C.4.1. 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 using the details in the section "Your Right to withdraw" 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 "Premium Credit Limited".

### C.5. Security

- C.5.1. If you use the facility provided under this Agreement to finance the purchase of an Insurance Policy then this clause C.5 applies in relation to each Insurance Policy that is so financed.
- C.5.2. 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.5.3. You irrevocably direct the Insurer, your Intermediary 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.5.4. We shall be entitled to notify the Insurer and/or the FSCS of the provisions of clauses C.5.2 and C.5.3 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.5.5. 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, the Facility Fee, 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, for example default charges incurred because of a missed payment. For this purpose, if a charge or fee appears to relate to more than one Service, we can still attribute it in full to the Insurance Policy if it is reasonably linked to the financing of the Insurance Policy.
- C.5.6. We may by giving you seven days' written notice amend this clause C.5 so that it also applies to other types of Service, and any reference to an Insurance Policy in this clause shall include a reference to that type of Service (with necessary modifications). However, such amendment will only apply to future Transactions and the amendment will not apply to any Transactions that have already taken place.

### C.6. Ending this Agreement

- C.6.1. You (or a Service Provider or any Intermediary on your behalf in accordance with clause C.9), may end this Agreement immediately at any time. If you want to do this you should contact us using the contact details set out in the section "Your Right to withdraw".
- C.6.2. We may end this Agreement at any time by giving you at least two months' notice.
- C.6.3. In addition to our general right of termination under clause C.6.2 and any further rights available under the general law, we may also (subject to any notice that we are required to serve on you under the Act or any other legislation) end this Agreement 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 your Service Provider, Intermediary or us with untrue, misleading or incomplete information that affects or would have affected our decision to lend to you;
  - If, where you use the facility under this Agreement to finance the purchase of an Insurance Policy, you assign or otherwise transfer such Insurance Policy to a third party (or you purport to do so);
  - If you become bankrupt or enter into an arrangement with your creditors;
  - If you cease to have a UK residential address or a BFPO address; or
  - If the circumstances in clause C.8.3 below arise in relation to all Services financed and so the amount we can demand under that clause is the whole of the Outstanding Balance.

- C.6.4. If the Agreement is ended as set out in this clause C.6, we may require you to pay to us the Outstanding Balance immediately. If you do not make such payment we can notify any Intermediary or Service Provider. Failure to make payment may result in the Service being cancelled as set out in clause C.7.

### C.7. Cancellation and effect on the Services

- In this Clause C.7 we explain how things that happen under this Agreement may affect Services financed by it.
- C.7.1. If this Agreement is ended, cancelled or terminated under Clause C.6 or for any other reason then:
- we may immediately inform any Intermediary of the events that have occurred and of the ending, cancellation or termination of this Agreement. In respect of any Service where you have not repaid all sums owing to us for financing that Service the Intermediary may instruct the relevant Service Provider on your behalf to cancel the Service (or, if this occurs shortly after the start or renewal of the Service, may notify the Service Provider that the Service has not been taken up), collect any refund due under the Service and (if any money is owed to us under this Agreement) pay the refund to us;

- b. we may immediately inform any Service Provider of termination of this Agreement. In respect of any Service where you have not repaid all sums owing to us for financing that Service the Service Provider may cancel the Service 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 Service where you have not repaid all sums owing to us for financing that Service we may on your behalf instruct the Service Provider or any Intermediary to cancel the Service 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 Service(s) financed by it to be cancelled you must find alternative means of paying for the Service(s).**

C.7.2. Clause C.7.1 may, at our determination, not apply to any financing of a fee or charge payable to a regulatory body. If it does not apply, we may notify the regulatory body of the termination or ending of this Agreement. We will tell you on request whether or not clause C.7.1 applies to the financing of a fee or charge payable to a regulatory body.

C.7.3. If the first Direct Debit following the start or renewal of a Service is unpaid and/or the Service is cancelled or not taken up and we have not already paid any Intermediary or any Service Provider, we will not make such payment and will credit the Account (if we have already debited it) with the amount of the relevant advance. We will waive our entitlement to the Transaction Fee and Facility Fee in these circumstances. **If you do not want the Service to be cancelled you must find another means of paying for the Service.** If you do want to cancel the Service you will be responsible for paying any charges for the Service and putting in place any alternative Service and/or payment arrangements you need.

#### **C.8. Recourse Arrangements**

C.8.1. We may have arrangements with any Intermediary or any Service Provider under which the Intermediary or Service Provider must, on request, pay to us an amount equal to the Outstanding Balance or the part of the Outstanding Balance that relates to a particular Service. If this is the case then where we receive payment from the Service Provider or any Intermediary, you may be liable to pay the Service Provider or Intermediary (as the case may be) an amount equal to the monies received by us from it. The Service Provider or Intermediary may be entitled in such circumstances to recover any such sums directly from you and may exercise its rights referred to under clause C.7 and any other rights it may have. This clause shall survive termination of this Agreement (and may apply even if the Agreement has not ended).

C.8.2. We will tell you on request whether we have arrangements of the type referred to in clause C.8.1 with any particular Intermediary or Service Provider.

C.8.3. If you change the Intermediary in relation to a particular Service or Services, and you change from an Intermediary with whom we have arrangements as described in clause C.8.1 to an Intermediary 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 that Service or Services.

C.8.4. For the purposes of this clause C.8 the part of the Outstanding Balance that relates to the Service includes the Transaction Fee in relation to the financing of the purchase of that Service, the Facility Fee, any charges that we may have introduced that relate to the financing of the purchase of the Service, and any other charges payable under Part B that we reasonably think are attributable to the financing of the Service, for example default charges incurred because of a missed payment. If a charge reasonably appears to relate to more than one Service, we may attribute it in part between the Services or attribute it in full to any one of those Services, as we see fit.

C.8.5. We reserve the right not to make payment to any Service Provider or any Intermediary if we are entitled to refuse payment under our arrangements with them (for example if notice is given to terminate our agreement with the Service Provider or Intermediary of the Service Provider or Intermediary is in breach of that agreement with us).

C.8.6. If we exercise our rights referred in this clause C.8 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.9. Your Intermediary/Service Provider**

C.9.1. You will on request provide such information about any Service, Service Provider or Intermediary as we reasonably require.

C.9.2. You acknowledge and agree that we may pay commissions and other remuneration in connection with this Agreement to any Service Provider and/or any Intermediary and/or any third party involved in the arrangement of this Agreement.

C.9.3. You authorise the Service Provider and/or any Intermediary (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.6 and C.7 above.

C.9.4. You acknowledge and agree that:

- a. the Service Provider has been selected by you to provide the Service on your behalf and is not our agent (except if and to the extent that the Act deems the Service Provider to be our agent); and
- b. any Intermediary has been selected by you to procure the Service and is not our agent.

C.9.5. You authorise a Service Provider or any Intermediary to request us orally or in writing (by whatever medium including email) to call upon or cancel this 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 a Service Provider or any Intermediary on your behalf for a Transaction to be financed or for this facility to be cancelled will be treated as a request made by you.

C.9.6. You authorise a Service Provider or Intermediary, upon request by us, to give us information about the status of your Service, or any account that you have with the Service Provider and/or Intermediary.

C.9.7. You agree that if you fail to make payments under this Agreement and you have authorised a Service Provider and/or any Intermediary to make payments using your credit/debit card, the Service Provider and/or Intermediary is permitted to use that credit/debit card to pay to us any missed Monthly Payments or unpaid charges on your behalf.

C.9.8. You may revoke the authority you give to a Service Provider or Intermediary set out above in this clause C.9 at any time, by giving written notice to the Service Provider and/or Intermediary and forwarding a copy of the notice to us. That notice shall not affect the validity of any credit previously made available by us under this Agreement on the instructions of the Service Provider and/or Intermediary, any payments collected on the basis of such authorisation or any other action taken in reliance on instructions or authority prior to receipt by us of such revocation.

C.9.9. All rights conferred by you on a Service Provider and/or Intermediary under this Agreement are intended to be for the benefit of, and enforceable by, the Service Provider and/or Intermediary 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 any Service Provider or Intermediary. Other than as set out in this clause C.9.9, this Agreement shall not give any rights to any other person by virtue of the Contracts (Rights of Third Parties) Act 1999.

#### **C.10. Notices and Our Online Portal**

C.10.1. We may send any notice under this Agreement to your address stated at the start of this Agreement or any other address notified by you or any Service Provider and/or any Intermediary on your behalf.

C.10.2. Where you provide us, either directly or via your Intermediary, with an email address and/or a mobile telephone number you authorise us to use either or both of these to send you notifications to create an online account in Our Online Portal in order that you can access or view documents that we have made available or sent to you.

C.10.3. You acknowledge and agree that following activation of your online account in Our Online Portal or when you have given us an email address then, where permitted by law, we can use your account in Our Online Portal or your email address to:

- a. send you copies of this Agreement;
- b. provide you with written notice about the amount and number of your Monthly Payments, the Monthly Payment Dates, the amount of any Transaction Fee (including any minimum Transaction Fee) and any Transaction Percentage, or provide you with any other information that we think appropriate about Transactions;
- c. let you know about changes to this Agreement (including changes to charges or the introduction of new charges) changes to Facility Fees and charges, the introduction of new fees or charges or about any other changes to your Agreement;
- d. send notices to you about your Account and this Agreement;
- e. provide any statement to you;
- f. invite you to provide feedback on our products and services;
- g. send any other documents to you.

C.10.4. You agree that we can send you documents:

- a. if sent to your account in Our Online Portal, in any format that can be opened by you when using Our Online Portal;
- b. if sent to you by email, in either HTML format, Word format or PDF format.

C.10.5. 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 Intermediary. 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.10.6. We may also send you messages relating to your Agreement by SMS where you have given us details of your mobile number, in accordance with Part D.

#### **C.11. Keeping us informed - your duties**

C.11.1. You must immediately update your details through Our Online Portal or notify us in writing or by telephone in the event of any change of your address, mobile telephone number and/or email address. You must immediately notify us in writing if the Service Provider's or any Intermediary's authority is terminated.

C.11.2. You must immediately tell us in writing if, before the Outstanding Balance relating to that Service is repaid:

- a. that Service is cancelled or ended;
- b. you change Service Provider in relation to that Service; or
- c. you change Intermediary in relation to that Service.

C.12. Variations

- C.12.1. 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 in order 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.12.2. We will give you at least thirty days' prior notice in writing of any variation under this clause C.12.
- C.12.3. If you are unhappy with any variation under this clause C.12 you may end this Agreement at any time by immediately repaying the Outstanding Balance.

C.13. Assignment

- C.13.1. We may assign and/or transfer any of our rights and/or obligations under this Agreement. This will not adversely affect your rights or obligations.
- C.13.2. You may not assign or transfer any of your rights or obligations under this Agreement.

C.14. General

- C.14.1. You must make all payments under this Agreement in full and without deduction or set-off
- C.14.2. If you have two or more agreements with us, and you do not specify how to apply your payments between them, we may decide to apply any payment or other sum received from you or paid on your behalf towards the discharge of any amounts due under those agreements in such proportion as we reasonably think fit.
- C.14.3. The invalidity, illegality or unenforceability of any provision (or any part of a provision) of this Agreement shall not affect the validity, legality or enforceability of any other provision or part of it.
- C.14.4. 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.14.5. 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.14.6. The heading of this Agreement and other references which describe it as regulated by the Act are not intended to incorporate into the Agreement any provisions of the Act or any other statutory provisions. Neither are they intended to express any agreement that you should have any statutory rights which you would not otherwise have. If, on a proper application of the Act, this Agreement is not regulated by it, then you and we agree that it is not to be treated as a regulated agreement.

C.15. Law and jurisdiction

- C.15.1. 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.15.2. 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.15.3. Nothing in this clause C.15 shall make the Act applicable in your jurisdiction if it would not already be so applicable.

C.16. Definitions

- C.16.1. In this Agreement, the following words and phrases in bold have the meanings shown next to them:
- Account** means an account we open in your name relating to this

Agreement;

**Act** means the Consumer Credit Act 1974 as amended or re-enacted from time to time;

**Agreement** means this credit agreement;

**Credit Limit** means the credit limit, as set in accordance with clause A.2;

**Default Charge** means the fee payable under clause B.3, as varied under Part B;

**Facility Fee** means the flat fee that is payable under clause B.2 for each Transaction, as varied under Part B; **Fee or Fees** means the fee(s) due to the Service Provider to pay for the Services you have received;

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

**Initial Intermediary** means (where applicable) the Intermediary who dealt with us on your behalf when first entering into this Agreement;

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

**Intermediary** means a broker or other third party that acts as an intermediary between you, us and the Service Provider in respect of any particular Transaction;

**Monthly Payments** means the monthly payments that we have notified you of under clause A.4 above (including any variation to those payments);

**Monthly Payment Dates** means the dates of your Monthly Payments, which we shall notify you of under clause A.4;

**Our Online Portal** means any online service provided by us that enables our customers to manage their accounts and to receive and view documents, notices and correspondence from us;

**Outstanding Balance** means the total amount that you owe us from time to time under this Agreement;

**Service** means the supply of a service that is financed by the facility under this Agreement. It shall also mean, where appropriate, the provision of a benefit (including the discharge of a liability) that is financed by the facility under this Agreement;

**Service Provider** means a company or other entity whose Service(s) we are willing to finance under this Agreement;

**Transaction** means the acceptance by us of a request by you, or on your behalf, to fund a Service;

**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;

**We** (whether or not the word begins with a capital) means Premium Credit Limited or any party to whom our rights and/or obligations under this Agreement are assigned and/or transferred pursuant to clause C.13 of the Agreement; and

**You** (whether or not the word begins with a capital) 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

C.16.2. In Scotland, Northern Ireland, the Isle of Man and the Channel Islands words and expressions shall bear their nearest equivalent meanings.

C.16.3. 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. References to any clause is to that contained in this Agreement.

**PART D – HOW WE USE YOUR PERSONAL INFORMATION**  
The personal information that we obtain about you

Personal information means any information relating to an identified or identifiable natural person. This includes data which either by itself or with other data held by us or available to us, can be used to identify you. Your personal information comprises personal and financial information that we have obtained from you, the Intermediary(s), your Service Provider(s), credit reference agencies, fraud prevention agencies or similar companies who carry out identity, verification or other checks. We collect your personal information directly from you and we obtain it indirectly from these other sources. We also keep information about the conduct of your Account and any communications between us.

By entering into this Agreement you confirm that all information provided to us or to the Intermediary(s) by you or on your behalf, and either as part of your application for credit or at any time afterwards, is true, complete and accurate in all respects. If your personal information such as your marital status, contact details, or home address changes you must inform us without delay. See 'Contact us' below.

Personal information also includes special categories of personal data. This is data about your racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning your health, sex life or sexual orientation (as relevant). We do not usually ask you for this type of information nor do we obtain it from third party sources (such as the Intermediary(s)). The exception is data concerning your health – this may be processed if you volunteer this information when we ask you about the conduct of your Account, for instance, if you tell us that you are unable to meet repayments because you have a health condition. Personal information also includes criminal convictions and offence details and we may process these if fraud prevention agency checks reveal a fraud or if we identify a fraud on your Account.

**What we may use and process your personal information for and the legal basis for our use and processing**

We are required by data protection law to indicate to you the legal basis which relates to our use and processing of your personal information. This may include (as relevant):

- **Processing that is necessary for performance of a contract** (in particular, this Credit Agreement) **or in order to take steps at your request prior to entering into a contract**

- **Processing that is necessary for our own legitimate interests** or those of third parties provided these are not overridden by your interests and fundamental rights and freedoms – such as: (a) to protect our business information, our premises and our staff; (b) for management and audit of our business operations including auditing; (c) for market research and analysis including developing statistics (we may anonymise your personal information prior to this – see below); (d) to administer your Account and to provide customer service and support functions including those made available on our website and over the telephone; (e) for direct marketing (subject always to your consent, where that is required); (f) when there is a sale or reorganisation of our business assets (in that scenario purchasers may be able to obtain personal information from us where necessary for their own legitimate interests of preparing for completion of the sale or reorganisation); (g) for systems or other testing and analysis to help us with systems and product development (we may anonymise your personal information prior to this – see below); (h) for the monitoring purposes described below; and (i) for our corporate governance related purposes including compliance oversight and sample checking.

- **Processing that is necessary to comply with a legal obligation** (other than a contractual obligation) – such as: (a) to process your request for information or when you exercise your rights against us under data protection law; (b) for compliance with legal and regulatory requirements; (c) for establishment and defence of legal rights; (d) for activities relating to the prevention, detection and investigation of crime; (e) to verify identity/ies; and (f) to perform checks at credit reference agencies and fraud prevention agencies.

- **Processing that is based on your freely given, specific, informed and unambiguous consent** – such as: (a) when you consent to direct marketing; (b) when you give your explicit consent in relation to data concerning your health if you volunteer this information when we ask you about the conduct of your Account; and (c) when you specifically request that we share your personal information with a third party such as your next of kin or another person to whom you have given a power of attorney in connection with the credit you have obtained from us. You are entitled to withdraw your consent at any time. If you do this and if there is no alternative lawful reason which justifies our processing of your Personal Information for a particular purpose, this may affect what you are entitled to receive from us. For instance, if you withdraw your consent to direct marketing, we will stop using it for that purpose and we will not inform you about our other products and services unless you alter your preferences again in future.

#### **Credit scoring and checks at credit reference agencies**

This information is condensed. For full details about our sharing of your personal information with the credit reference agencies (CRAs) please contact us (details below). We may use your personal information to help us assess your eligibility for credit as part of your application for credit and, if you obtain credit, in managing your Account, as well as to confirm and verify your identity and other details, and by entering into this Agreement you agree that we may:

(a) search your records at CRAs when you first enter into this Agreement and periodically during the term of this Agreement such as if you apply to increase the credit amount or if we anticipate that you may apply to increase your credit limit (including where you have financed an Insurance Policy which is due to renew) and we seek to pre-approve such increase to make the operation of your account as smooth as possible. These searches will tell us about your credit history. When the CRAs receive a search from us they will place a footprint on your credit file and in this way they will add to their record about you details of our search which may be seen by other organisations making searches (for example, other lenders or providers of credit). These details will be used by those other organisations when assessing your applications for credit. Credit searches and other personal information about you which we provide to the CRAs will be used by the CRAs and shared with those other organisations to trace your whereabouts, recover debts that you owe and to verify your identity. Records remain on file at the CRAs for 6 years after they are closed, whether settled by you or defaulted. We, the Intermediary and a Service Provider may use information about you and the conduct of your Account to help make credit, credit-related and Service-related decisions about you or to trace debt and to fight fraud, money-laundering, terrorism and other crimes and to keep to any laws or regulations in any country;

(b) use a credit scoring or other automated decision-making system (this means that we will do automated credit scoring using details obtained from you, the Intermediary, and from the CRAs, to make decisions without human intervention based on about whether or not you are likely to meet the repayments on your Account – we will do this when assessing your application for credit and periodically after that if you apply to increase your credit limit then a decision will be taken based on the credit score).

#### **Linked records**

If you tell us that you have a spouse or financial associate, which creates a joint financial unit in a similar way to a married couple – for example if you share the same address, we may search, link and/or record information at the CRAs about you both; link any individual identified as your financial associate in our own records, take both your and their information into account in future applications by either or both of you; and continue this linking until one of you notifies us that you are no longer in a financial unit together. Information held about you by CRAs may be linked to records relating to any such person. When we search for information about you at credit reference agencies we may also search for information about the people with whom you are linked, and use that information about you when deciding whether or not to go ahead with this Agreement. We may also use information about you when making a decision about a person with whom your records are linked.

Whether or not we go ahead with this Agreement your records may become linked to any person revealed to be linked to you by this Agreement (for example a joint applicant). When the CRAs receive a search from us they will link together your records and these links will remain on their files until such time as you or the other person successfully files for a disassociation at the CRAs. If your circumstances change such that you are no longer a financial unit with another person you should contact the CRAs about this.

#### **Obtaining details of credit reference agencies and copies of your data**

You can contact us by writing to us at Premium Credit Ltd, Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX to request:

(a) details of the credit reference agencies we use (as mentioned above, you will need to contact the credit reference agency directly about the information they hold about you); and

(b) a copy of the personal information we hold about you (further details below on this – see “Your rights under applicable data protection law”). The CRAs operating in the UK include Credit Kudos, Equifax, Experian and TransUnion. You can contact them to find out what information they hold about you. The information they hold may not be the same so you may wish to contact more than one. The identities of the CRAs, their role also as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, their data retention periods and your data protection rights with the CRAs are explained in more details at the websites below:

- Credit Kudos Limited, 4 Bath Pl, Shoreditch, London, EC2A 3DR or visit [www.creditkudos.com/legal/privacy/services](http://www.creditkudos.com/legal/privacy/services)

- Equifax Limited, Customer Service Centre, PO Box 10036, Leicester, LE3 4FS or visit [www.equifax.co.uk/crain](http://www.equifax.co.uk/crain)

- Experian Limited, Customer Support Centre, PO Box 9000, Nottingham, NG80 7WF or visit [www.experian.co.uk/crain](http://www.experian.co.uk/crain)

- TransUnion International UK Limited, One Park Lane, Leeds, West Yorkshire, LS3 1EP or visit [www.transunion.co.uk/crain](http://www.transunion.co.uk/crain)

#### **Checks at fraud prevention agencies**

We will check your personal information with fraud prevention agencies (FPAs) when you first enter into this Agreement and periodically during the term of this Agreement such as if you apply to increase the credit amount. If false or inaccurate information is provided and fraud is identified details will be passed to FPAs. Law enforcement agencies may access and use this information. We and other organisations may use this information to prevent crime including fraud and money-laundering, for example when checking details on applications for credit related or other facilities, managing credit and debt related accounts or facilities and recovering debt.

#### **Monitoring**

We may monitor and record telephone calls and monitor email communications with you for the purpose of quality control, security and training, resolving complaints and/or to evidence the nature and contents of such conversations. In addition, we may do this where necessary for compliance with regulatory rules or self-regulatory practices or procedures relevant to our business and to prevent or detect crime.

#### **Data anonymisation and use of aggregated information**

We may convert your personal information into statistical or aggregated form to mean you are not identified or identifiable from it. We may use this aggregated data to conduct research and analysis and to produce statistical research and reports. For instance, this may help us to understand how many of our customers' Accounts are in arrears at any given time. Aggregated data may be shared with our affiliates.

### Who we may give your personal information to

We may give information about you, your Account (including, where relevant, the bank details we hold) and the conduct of your Account (including, where relevant, copies of any communications we have sent to you) to:

- credit reference agencies and fraud prevention agencies (see above);
- any Intermediary and/or Service Provider (including an Intermediary/Service Provider who no longer acts for you or an Intermediary/Service Provider to whom you have transferred including by your own volition or as part of a business sale);
- any wholesale intermediary that arranges the Service from a Service Provider on behalf of an Intermediary;
- any network, cooperative or similar association which an Intermediary is a member of;
- any agent or administrator acting on our behalf or on behalf of an Intermediary or Service Provider;
- any insolvency practitioner appointed in relation to you or any Intermediary or Service Provider whether such insolvency practitioner is, when exercising its function, acting as (i) agent for you or such Intermediary or Service Provider or (ii) in a personal capacity;
- any of our suppliers (this would include for instance IT software providers and providers of IT support services as well as any supplier we use to collect and publish your feedback about our products and services);
- debt collection agents;
- any party to which we transfer, assign or charge this Agreement or our interest in this Agreement (or any party to who we are considering transferring, assigning or charging this Agreement or our interest in this Agreement) and their insurers and advisers;
- any third party from whose bank accounts you make payments from under the Agreement (we may provide a copy of this Agreement to your bank, in this way, to evidence that we are able to take payment from your account) or;
- our professional advisors, our auditors and providers of indemnity insurance to our business.

We may also give information to the police, fraud prevention agencies or other regulatory authorities, government agencies if required to do so by law or where we are required to do so in response to requests from all such persons, or if you give us false or inaccurate information and we suspect fraud (further details above). We will disclose it where compelled to do by the Courts and for the administration of justice.

If you have more than one agreement with us, we may hold and update information relating to your name, address and contact details on our central database and disclose such information to any organisation who submits an application for credit to us on your behalf for the purposes of such application and any related agreement, so they can update their records about you to continue providing you with services, identify products and services which might be suitable for you, recover amounts owing from you and to prevent fraud.

### Transfers outside the United Kingdom

We may transfer your personal information to countries outside of the United Kingdom including those which do not have adequate protections for personal information under their own applicable laws. For instance, this may happen if we use service providers. Where we transfer your data outside the United Kingdom we will only do so in accordance with our obligations under applicable data protection law. Steps will be taken to put in place safeguards (including around security) to protect your personal information when it is outside the United Kingdom.

Safeguards may include the Standard Data Protection Clauses. You can contact us for a copy of the Standard Data Protection Clauses.

### Retention period or criteria used to determine the retention period

We will keep your personal information for as long as we need it to fulfil the purposes for which it was collected (see above). We will keep certain personal information after that in order to comply with legal and regulatory requirements. The criteria we use to determine data retention periods for Personal Information includes the following:

- **Retention in case of queries.** We will retain your personal information in case of queries from you about your Account;
- **Retention in case of claims.** We will retain your personal information for the period in which you might bring claims against us in connection with this Agreement;
- **Retention in accordance with legal and regulatory requirements.** We will retain your personal information after the periods described above as necessary in order to comply with our regulatory compliance obligations.

If you would like further information about our data retention practices you can ask for this at any time (contact details below).

### Your rights under applicable data protection law

There are various rights under data protection law and these will not always be relevant to you. We have described below what the rights are but please do be aware that they will not be engaged in all circumstances. If you wish to exercise any of these rights please contact us (details below).

- **The right to obtain access to personal data that we hold about you and certain prescribed information about how we process it.** This is more commonly known as submitting a "data subject access request" – you must do this in writing and the purpose of this right is to enable you to obtain confirmation that your data is being processed, access to your personal data, and other supplementary information about how it is processed, all this is to ensure you can be aware of and can verify the lawfulness of the processing.
- The right to **obtain from us without undue delay the rectification of inaccurate personal information** concerning yourself and to have incomplete personal data completed in certain circumstances.
- The right to **obtain from us the erasure of personal information** concerning yourself without undue delay in certain circumstances (also known as the "right to be forgotten"). This right is not absolute – it applies only in particular circumstances and where it does not apply any request for erasure will be rejected. Circumstances when it might apply include where the personal information is no longer necessary in relation to the purpose for which it was originally collected/processed, when consent is withdrawn (if relevant), when the individual objects to processing and there is no overriding legitimate interest for continuing the processing, if the personal information is unlawfully processed, or if the personal information has to be erased to comply with a legal obligation. Erasure requests will be refused where that is lawful and permitted under data protection law such as where the personal information has to be retained to comply with legal obligations or to exercise or defend legal claims.
- The right to obtain the **restriction of processing** of your personal information may be relevant if you contest the accuracy of your personal information and its accuracy is being verified; when the processing is unlawful and you request that use of the personal information is restricted and where you do not want erasure instead; or when we no longer need to process the personal information but you require the personal information to be retained in case of future legal claims.
- The right to **data portability** where the personal information is processed by us based on a consent or on a contract and by automated means (as relevant). This right allows individuals to obtain and reuse their personal information for their own purposes across different services without hindrance to usability. It is important to understand that this right is different from the right of access (see above) and this means that the types of information that you can receive through the right of portability are different to the types you could receive under the right of access. Under data portability you can only receive personal information where it is processed based on your consent or explicit consent in the case of special categories of personal information, or processing that is happening based on it being necessary for performance of a contract (such as this Agreement) or in order to take steps at your request prior to entering into a contract, and where the processing is carried out by automated means. This means that you are not able to obtain through the data portability right all of the personal information that you are able to obtain through the right of access.

The **right to object** to processing of your personal information – this right allows individuals in certain circumstances to object to processing based on legitimate interests, including profiling based on legitimate interests; direct marketing; and processing for purposes of statistics.

- Rights relating to automated **decision making** about you including **profiling** (as relevant) if this has a legal or other significant effect on you as an individual – this right allows individuals in certain circumstances to access certain safeguards against the risk that a potentially damaging decision is taken without human intervention.

**Contact us**

If you have questions or queries about this data protection notice you can contact us by writing to us (see address above) or by telephone 0344 736 9836. Alternatively, please visit the 'my support' pages of our website at <http://www.support.mypremiumcredit.com/> where you can choose from a number of options including 'Changing my details' or 'Contact us'.

**Our Data Protection Officer**

The contact details of our DPO are available on our website: <http://help.premiumcredit.com/Contact-Us/>.

**Your right to lodge complaints with the data privacy supervisory authority**

Please note that here we mean the Information Commissioner's Office (details below) – this is entirely distinct from the supervisory authority referenced in the Agreement. Without prejudice to any other administrative or judicial remedy you might have, you have the right to lodge a complaint with the data protection supervisory authority in the UK. You may do this if you consider that we have infringed the applicable data protection law. In the UK, the supervisory authority who is empowered to investigate whether we are complying with the data protection law is called the Information Commissioner's Office. For more details including how to contact the ICO please visit its website: <https://ico.org.uk/>

Regulated Credit Agreement v3.1 April 2024

Online Regulated Example v3.1 April 2024