

1 The Account

We will open an Account in your name ("Account") for use by you to pay insurance premiums and payments for ancillary services ("Transactions") to the Insurance Intermediary (the "Supplier") named overleaf. "You" and "Your" includes your personal representatives or other person lawfully acting on your behalf. "We" "us" and "our" includes our successors, assigns and transferees. This Agreement is made between you and us.

2 Statements of Account

Statements of account showing Transactions on your Account will be sent to you at least at the intervals prescribed by law.

3 Interest

- (a) We will calculate and charge interest as mentioned in the Other Financial Information overleaf. Interest shall continue to accrue both before and after (and not withstanding any termination of this Agreement) any court judgement so far as the law allows.
- (b) We may, at any time and at our discretion (in the circumstances detailed overleaf) vary the rate of interest and therefore the APR by giving you at least 7 days' written notice. The new interest rates will consequently apply to future Transactions debited to the Account after the date on which notification takes effect.
- (c) No interest will be paid on any credit balance on the Account.

4 Payments

- (a) You will make monthly payments to us as described in the Key Financial Information overleaf. Punctual payment shall be of the essence of this Agreement. All payments (other than payments made on closure of the Account) shall be made by direct debit from a Bank or Building Society account and you will complete a direct debit instruction authorising your Bank or Building Society ("Bank") to accept debits from ourselves of varying amounts in respect of your Account with us.
- (b) In the event that you fail to comply with the terms of this Agreement following service on you of any notice required by law, we may debit the credit/debit card details that we hold with the sums outstanding together with any additional charges thereon under this Agreement.

5 Data Protection Notification

- (a) For the purposes of the Data Protection Act 1998, Amber Select Ltd is the Data Controller and the information that you have given to us and any other information relating to your Account (including your payment record) may be disclosed to Equifax Europe (UK) Ltd and/or Experian Limited and/or Call Credit Plc (the "Agencies"), to any of our subsidiary or associated companies or our holding company ("our Group"), the Supplier or the Insurer (as defined in 9(e)(i) below). This information may also be given to anyone who introduced you to us.
- (b) The information referred to in (a) above given to the Agencies (which will include details of any searches that we have made) will be shared with and cross-checked by other businesses, including our Group:
 - (i) to assess applications for credit and financial services made by you and members of your household;
 - (ii) to prevent fraud and recover debt;
 - (iii) for statistical purposes; and
 - (iv) to make decisions about matters arising from the administration of this Agreement.
- (c) For the purposes of administration, claims and payments/settlement information about you and this Agreement may also be given to:
 - (i) anyone acting on your behalf;
 - (ii) any guarantor of this Agreement;
 - (iii) any finance house, law enforcement agency, credit reference agency; and
 - (iv) our Group and their and our respective agents and contractors.
- (d) Information that you have given to us may be used for marketing purposes, so that we may advise you of products and services offered either by us or our Group or third parties which may be of interest to you. We may also give information about you to our Group, the Supplier, the Insurer, and any other person or company we may select from time to time, so that they can use it for similar purposes. For this purpose you may be contacted by post, telephone, fax, e-mail or other means. You may choose not to be included in such mailings or stop us from giving your details to others for marketing purposes. If so, please ask us by ticking the box overleaf or by writing to Amber Select Limited at Amber House, Lindenwood, Chineham Business Park, Basingstoke, Hampshire RG24 8QY.
- (e) You have a right upon payment of a fee, to obtain a copy of the information we hold about you and where necessary correct the information we hold about you. Please put your request in writing to the Data Protection Officer at the address shown above.

6 Liability

We shall not be liable for any refusal by the Supplier to effect any Transaction with you involving the use of the Account, nor shall we be liable for any failure to carry out any of our obligations under this Agreement caused by any circumstances beyond our control. In the case of misrepresentation or breach of contract by the Supplier in respect of any Transaction which is charged to the Account, you may have a claim against us under statute, but apart from that, no claim by you against the Supplier may be the subject of a set-off or counterclaim against us.

7 Restriction of use and closure of the Account

- (a) We may at any time, without prior notice, suspend restrict or defer your right to draw on any credit and to effect any further Transactions or any particular Transaction on the Account if we reasonably believe it necessary to do so for the proper management of credit or business risk or if the Account is or we reasonably believe it may be misused.
- (b) You may at any time terminate this Agreement and close the Account by giving us not less than 7 days written notice and paying us the outstanding balance on the Account.

If you fail to make any payment on the due date, or any policies of insurance paid for with the credit provided on the Account become exhausted as a result of a claim being made, or the insurance company cancels any of such policies, or you become unable to pay your debts or where you are an individual you die, or a meeting of your creditors is called, or a petition for a bankruptcy order is presented or such order made against you, or an application for an interim order or any award of sequestration is made against you, or if you are a partnership and the partnership is for any reason dissolved or an administrator is appointed over the Partnership assets or the partnership enters into a voluntary arrangement, or in the case of a company a petition to wind up is presented or you have a receiver or administrator appointed, we may, after the expiry of any notice required by law, demand immediate payment of the outstanding balance of the Account which shall become immediately due and payable by you, exercise our security rights, cancel any policies and apply any sums towards your liabilities to us under this Agreement.

8 Cancellation of Policies and Services

In the event that:

- (a) the Bank rejects your direct debit mandate; or
- (b) any two consecutive direct debit payments (whether in respect of one or more monthly payments) are recalled by the Bank; or
- (c) the direct debit mandate is cancelled or becomes ineffective for any other reason, you irrevocably authorise us to notify the Supplier of such event and, in our sole discretion, to request on your behalf the cancellation of the policies of insurance and/or ancillary services which were paid for with credit provided on the Account.

9 The Policies

- (a) The credit provided on the Account shall be made available solely for the purpose of enabling you to pay to the Supplier insurance premiums in respect of policies of insurance (the "Policy(ies)") and payment in respect of ancillary services related thereto.
- (b) By executing this Agreement, you hereby charge the Policies to us by way of fixed charge, together with any amounts from time to time payable to you under or in connection with the Policies or the ancillary services relating thereto including, without limitation, any rebate or refund of premium on termination of the Policies ("the Proceeds"). Such charge shall be a continuing security for the payment and discharge of all monies and liabilities, whether actual or contingent, from time to time owing by you in connection with the Account.
- (c) You acknowledge that the Policies will only be entered into on the basis that your rights under the Policies will, from the outset, be subject to our prior charge.
- (d) You have not, and will not, attempt to dispose of, or create any other interest in the Policies.
- (e) You irrevocably authorise us, by way of security, to:
 - (i) instruct the Supplier and the underwriter of the Policy(ies) ("the Insurer") to pay the proceeds to us and to give a good discharge for all Proceeds;
 - (ii) notify the Supplier and the Insurer of our interest in the Proceeds and our right to terminate the Policy(ies).
- (f) You will notify us promptly if you vary or terminate the Policy(ies).
- (g) Unless and until we notify you otherwise, you shall keep the Policy(ies) in your possession.

10 Charges

- (a) We may following default make further charges for administering your Account and collect them in addition to your scheduled monthly payment by direct debit, but will not do so unless we have first given you at least seven days' written notice of the amount of any charges proposed.
- (b) Should you wish to terminate this Agreement early you must notify us in writing that you wish to settle your Account early.
- (c) Following changes or other services requested by you, we may charge a fee in respect of the reasonable additional administration costs involved.
- (d) You will be liable for payment of reasonable expenses incurred by us:
 - (i) in establishing a new address for you if you fail to notify us of any change of your address;
 - (ii) as a result of any breach by you of this Agreement;
 - (iii) in ensuring that any balance outstanding on the Account is paid when due.

All such charges or expenses, which shall include any applicable VAT, will be debited to your Account.

11 General

- (a) Any notice given to you hereunder shall be deemed to be correctly served if sent to you by pre-paid post to your last known address.
- (b) We may transfer our rights and/or duties under this Agreement and/or any amounts owing on the Account, but no such transfer will affect any rights you may have against a Supplier in respect of purchases made using the Account or have the effect of varying the terms of payment or any provision of this Agreement to your detriment. You may not transfer any of your rights or obligations under this Agreement.
- (c) To the extent that it is allowable by law we may make any variation (not already provided for above) to this Agreement by giving you seven days' written notice.
- (d) Any temporary waiver or indulgence by us in exercising our rights under this Agreement shall not prevent us from subsequently exercising our rights in full.
- (e) You must notify us in writing within seven days of any change in your address.
- (f) English law applies to this Agreement and relations between you and us leading up to this Agreement and the English courts have jurisdiction (or if your address is in Scotland then "Scottish" will apply instead of "English" and reference to any term, word or expression defined under English law will be deemed to be a reference to the equivalent or nearest term, word or expression under Scottish law).
- (g) We may monitor and/or record our telephone conversations with you. This will be for your protection. It will also assist us in training our staff and improving the quality of our service.
- (h) Singular words shall include the plural and vice versa.
- (i) We are licensed under the Consumer Credit Act 1974 for the purposes of this Agreement, licence number 468506. The Office of Fair Trading supervises activities under this Act.
- (j) If you have any complaint arising out of this Agreement you may contact Amber Credit Complaints Department. If you cannot settle your complaint with us you may be entitled to refer it to the Financial Ombudsman Service.
- (k) All information and documents supplied to you, and communications with you, in respect of this Agreement will be in the English language.

12 Duration

- (a) Our offer to open an Account contained in this Agreement is conditional upon the completed Agreement and direct debit instruction being received by us within 30 days of the Inception/Renewal Date.
- (b) This Agreement is made when it has been signed by us and signed and dated by you but we are not obliged to make finance available to you until we have an authorised account number and the Agreement is returned to us together with a valid completed direct debit instruction.

13 Applicability of the Consumer Credit Act 1974

If this Agreement is not regulated by the Consumer Credit Act 1974 ("the Act") then the provisions of the Act and the protections provided to you by the Act shall not apply. You will not enjoy any right of cancellation and where we are required to give prior notice this need not comply with the terms of the Act nor the Regulations made under the Act.