



# Credit Agreement regulated by the Consumer Credit Act 1974

## Insurance Premium Instalment Agreement under Running Account Credit

Original

Please sign and date this agreement in the space provided and return to the address shown below.

Customer: (Policyholder Name) (Address Line 1) (Address Line 2) (Town/City) (Postcode)	Creditor: Equity Red Star Services Limited T/A Equity Red Star Library House New Road Brentwood Essex CM14 4GD
Policy No: (Policy Number)	
<b>WHAT IT COSTS</b>  TOTAL AMOUNT OF CREDIT      £ (The amount of premium due)  WHICH INCLUDES AN            £ ADVANCE PAYMENT OF  TOTAL CHARGE FOR CREDIT    £  TOTAL AMOUNT PAYABLE        £  FIRST PAYMENT TO BE MADE   £ BY  A further (no of instalments minus 1) instalments of £(instalment amount) payable in each subsequent month on or shortly after the same day of the month on which the insurance policy commenced.  The rate of interest applicable to this agreement is (interest amount)%, variable and is applied to the amount of premium and IPT due under your insurance policy or policies, less any advance payment.	<b>KEY FINANCIAL INFORMATION</b>  This credit agreement is open-ended and no credit limit is imposed.  Payment under this agreement will be by monthly instalments charged to your bank account by Direct Debit on the same day of each consecutive month, commencing on a date to be determined by Equity Red Star falling approximately one month from the date of commencement of your insurance policy, which is financed by this agreement.  The APR applicable to this agreement will be (APR%)%, variable. The Annual Percentage Rate (APR) has been calculated on the assumption that the total amount of credit is advanced on the date of inception of the policy that finance is being provided for and is paid in regular monthly instalments beginning from the date of inception.  The amount of credit may vary. Any change in the amount of credit due under this agreement will be notified to you by Equity Red Star. The APR% does not take into account any variation that may occur under the agreement of the rate of interest, which is variable at our discretion. You will be given at least fourteen (14) days notice in writing of any such change.

### KEY INFORMATION

A charge of £0.00 will be made for late or missed payments. Equity Red Star reserves the right to vary the charge for late or missed payments under this agreement. You will be given at least fourteen (14) days notice in writing of any such change.

In the event of a claim, you remain liable for outstanding insurance premiums. Equity Red Star reserves the right to deduct any outstanding payments under this agreement from claim payments.

### MISSED PAYMENTS

Missing payments could have severe consequences and make obtaining credit more difficult. In the event of non-payment by you, your insurance policy or policies may be cancelled and you will be liable to pay us for any reasonable costs, charges and expenses that we may incur or have to pay to a third party including legal costs that arise out of your breach. Your attention is specifically drawn to paragraph 10 of the terms and conditions below.

### IMPORTANT – YOU SHOULD READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, the creditor cannot enforce this agreement without getting a court order. If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizen's Advice Bureau.

### YOUR RIGHT TO CANCEL (RIGHT OF WITHDRAWAL)

You have a right to cancel this agreement within a period of 14 calendar days after you have signed it. You can notify us by sending written notification to Equity Red Star, Credit Control, DD Collections, Equity House, Bergholt Road, Colchester, Essex, CO4 5EY, or by calling us on 01206 777328. Upon cancellation, the full amount due under your insurance policy will be payable by you to Equity Red Star without delay and no later than 30 days from the date of withdrawal.

### EARLY SETTLEMENT

You are entitled to repay the amount due under this agreement earlier than the date on which repayment is due, either in full or partially. Interest calculated under the original repayment terms will be amended based on the subsequent balance due under the agreement and remaining repayment term. If you wish to make full or partial settlements in advance of the date that repayment is due, please contact us.

### RIGHT TO A DRAFT CREDIT AGREEMENT

You have the right to request a copy of the draft credit agreement free of charge, unless Equity Red Star are not willing to proceed to the conclusion of the credit agreement.

### COMPLAINTS AND SUPERVISING AUTHORITY

If you have a complaint, you can refer to Equity Red Star, Credit Control, DD Collections, Equity House, Bergholt Road, Colchester, CO4 5EY. If you are not satisfied with the way in which your complaint has been handled, you may be entitled to refer it to the Financial Ombudsman Service (FOS), South Quay Plaza, 183 Marsh Wall, London, E14 9SR, Telephone 020 7964 1000 E-mail [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) Website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The regulating authority for this agreement is the Office of Fair Trading, Fleetbank House, 2-6 Salisbury Square, London, EC4Y 8JX ([www.of.gov.uk](http://www.of.gov.uk)).

### OTHER TERMS AND CONDITIONS RELATING TO THIS AGREEMENT.

Additional terms and conditions relating to this agreement can be found on the reverse of this page. Please ensure that you read the full terms and conditions before signing this agreement.

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(s) of Debtor(s)	Date(s) of Signature(s)      /      /

If you are signing for and on behalf of a partnership or limited company you confirm that you are an authorised signatory. By signing this agreement you acknowledge that you have read and you agree to its terms and conditions. This agreement is made on the date you sign it. Please note: The Act only applies if you are an individual or a partnership of up to three partners. If the credit limit exceeds £60,250 for business purposes, most of the Act does not apply.

Signature on behalf of Equity Red Star Services Limited T/A Equity Red Star	
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## TERMS AND CONDITIONS

1. It is a condition of this agreement that repayments be made by a valid Direct Debit through an eligible bank account that is accepted by your nominated bank or financial institution.
2. At the request of the Customer, Equity Red Star will, subject to status, give the customer credit for premiums due to Equity Red Star under insurance policies of such type specified by Equity Red Star.
3. You undertake to maintain sufficient funds in the Bank/Building Society account nominated to meet all amounts due.
4. The credit agreement is open-ended and no credit limit is imposed. Equity Red Star will provide you with pre-contract information prior to the conclusion of the credit agreement. Two copies of the credit agreement will be provided, which should both be signed. One copy should be retained by you and one copy returned to Equity Red Star to conclude the agreement.
5. Equity Red Star reserves the right to undertake credit checks and use sufficient information to assess your application. This may involve the use of public information that a credit reference agency may hold about you. The credit reference agency will add details of the search and your application to their record about you whether or not your application proceeds. This and other information about you may be used to make credit decisions about you and undertake checks for the prevention and detection of money laundering.
6. The total amount of credit, total charge for credit, total amount payable and amount of each instalment will be shown clearly in your pre-contract information and credit agreement.
7. The first payment is due on the inception date of the policy or such later date as notified by us in writing. Subsequent instalments will fall due in each subsequent month on or shortly after the same day of the month on which the insurance commenced. At renewal the first instalment will be due on or shortly after the renewal date. If any instalment is not collected when it is due, Equity Red Star may apportion any outstanding amount over the remaining instalments or collect the full amount due under the next instalment date. We will notify you in writing in advance of any change to your instalment amounts.
8. Equity Red Star reserves the right to vary the rate of interest charged under this agreement. You will be given at least fourteen (14) days notice in writing of any such change.
9. Additional and return insurance premiums are included in this agreement unless otherwise advised by us. The charge for credit (interest) will be applied on a pro-rata basis to such premiums, with instalment amounts being amended accordingly and notified in advance. If we are unable to include any additional or return insurance premium in your credit agreement as no scheduled instalments remain outstanding, we will inform you in writing and the amount of the additional or return insurance premium will be payable in full.
10. If Equity Red Star are unable to collect an instalment at the scheduled time due to insufficient funds and the reason for non-payment is 'Refer to Payer', Equity Red Star will represent that instalment within fourteen (14) days. If the non-payment is for any other reason or a valid direct debit mandate is not in place due to your actions, the full amount payable under this agreement, less any unearned interest will be payable immediately by you to Equity Red Star. Failure to pay the balance requested will result in the cancellation of your policy without refund of any instalments paid. In the event of non-payment by you, you will be liable to pay us for any reasonable costs, charges and expenses that we may incur or have to pay to a third party including legal costs that arise out of your breach.
11. Equity Red Star reserves the right to refuse credit. If Equity Red Star are not willing to make the agreement based on information received from a Credit Reference Agency, we will notify you of our decision and immediately also notify you of the particulars of the Credit Reference Agency, including their name, address and telephone number.
12. In the event of a claim, you remain liable for outstanding insurance premiums. Equity Red Star reserves the right to deduct any outstanding payments under this agreement from claim payments.
13. Any change of bank details or address must be notified by the Customer to Equity Red Star immediately. Failure to do so may result in a missed payment and default.
14. If Equity Red Star invite renewal of the insurance policy that this agreement relates to, you will be notified in advance of the repayment schedule for the new policy year. The agreement shall remain in force under existing terms subject to variation, unless you decide to pay the annual premium in full in advance.
15. The credit agreement may be cancelled by either the Customer on one month's notice or Equity Red Star on two months' notice in writing. A written notice of cancellation from the Customer is subject to the payment in full of the outstanding balance requested. If any outstanding balance is not paid in full, Equity Red Star will cancel the relevant insurance policy or policies.
16. Upon cancellation of a policy, you must immediately surrender to Equity Red Star your certificate of insurance.
17. The laws of England and Wales are taken by us as the basis for the establishment of relations with you prior to the conclusion of the credit agreement. The credit agreement is established under the laws of England and Wales and is subject to English law.
18. Equity Red Star credit agreements are regulated by the Consumer Credit Act 1974, incorporating the implementation of the Consumer Credit Directive 2008. Companies and partnerships of four or more partners and/or the advancement of credit that exceeds £60,250 do not come under the regulation of the Consumer Credit Act.