



### Missing payments

Missing payments could have severe consequences and make obtaining credit more difficult.

### IMPORTANT - 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, we cannot enforce this agreement without getting a court order. The Act also gives you a number of rights. You can settle this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement, which may be reduced by a rebate. Examples indicating the amount you might have to pay appear in the agreement. If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

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

Signature of Customer

Date of signature



Gordon Hannah  
For and on behalf of esure Insurance Limited  
Date 24/08/2008

**Please sign this agreement and then keep it in a safe place. Do not return it to us.**

# Fixed Sum Loan Agreement regulated by the Consumer Credit Act 1974 continued

## Terms of the Agreement

### 1 Payment

You agree to pay us the total debt by instalments and at the times shown above. If you are late paying an instalment, you will pay us, if we so require, interest on the instalment from when it was due until when it was paid at the rate of the annual percentage rate.

### 2 Default

If you fail to pay any instalment on its due date, or if any information you have provided about yourself proves incomplete or inaccurate, then we shall be entitled after the expiry of the proper notice to demand immediate payment of the unpaid balance of the total debt less any applicable rebate. Where the debt remains unpaid we have the right to terminate this agreement under the procedures set out in 4 below.

### 3 Your right to settle the agreement

You may settle this agreement at any time by notifying us in writing of your intention to do so. You should also tell us if you want your insurance policy to end. Once we receive your instructions we will calculate the amount due less any applicable rebate.

### 4 Our right to end the agreement

We may end the agreement by giving you 14 days notice in writing if you:-

- break the terms of this agreement; or
- break the terms of your insurance policy; or
- commit an act of bankruptcy; or
- give us false information in connection with this agreement.

In the notice of termination we will give you the reasons for termination and a statement showing the amounts outstanding less any applicable rebate. If the outstanding debt is not settled within 14 days, we will cancel your contract for insurance and any ancillary services paid for with the credit provided. Any refund or rebate as a result of such cancellation will be used to reduce your debt under this agreement.

### 5 Cancellation of insurance policy

If your insurance policy is cancelled this will automatically terminate this agreement resulting in the unpaid balance less any applicable rebate becoming immediately due.

### 6 Relaxing the terms

We may relax the terms of the agreement temporarily but such relaxation shall not be deemed to be a permanent relaxation and we may at any subsequent time choose to enforce the terms strictly again.

### 7 Assignment

We may assign our rights and responsibilities to another person.

