

Credit agreement and application form

CREDIT CARD AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

Between **us**: BMI Healthcare Limited, 4 Thameside Centre, Kew Bridge Road, Brentford, Middlesex, TW8 0HF;
and **you**:

This is a copy of your Agreement for you to keep. It includes a notice about your cancellation rights which you should read.

1. KEY FINANCIAL INFORMATION

- 1.1 Credit Limit: The Credit Limit will be determined by us from time to time under this Agreement and notice of it will be given by us to you.
- 1.2 Timing of Repayments: Monthly payments are due by the date stated in the Statement, (which will usually be 25 days after the Statement date).
- 1.3 Amount of Repayments: The monthly payment will be an amount equal to at least 5% of the outstanding balance shown on your Statement from time to time, or £25 whichever is the greater. If the outstanding balance shown on your Statement is less than £25, you must pay the full outstanding balance.
- 1.4 **APR: 9.9%** APR variable (see assumptions at condition 14 overleaf)

2. OTHER FINANCIAL INFORMATION

2.1 Interest Rates

- 2.1.1 We will charge interest on the Account as follows:
 - (A) 0% (fixed) for the first 6 calendar months from the date of debiting each Purchase to the Account
 - (B) **9.9% APR** variable after the first 6 calendar months, at 0.79% per month until you make payment in full. (see assumptions at condition 14 overleaf).
- 2.1.2 All rates of interest shown are variable unless stated to be fixed.

2.2 How and when interest charges are calculated

- 2.2.1 Interest is calculated from the date of a Purchase on the daily outstanding balance and applied monthly to the Account on each Statement date.
- 2.2.2 No interest is charged on a Purchase where the amount of the purchase is paid in full within 6 calendar months following the debit of that amount to the Account.

2.3 How we use your repayments

- 2.3.1 Unless you pay the outstanding balance in full, we will allocate your payments under the Agreement in the following descending order:
 - (A) Towards charges and expenses;
 - (B) Towards payment of interest shown on the latest Statement;
 - (C) Towards amounts payable in the order in which they were applied to the account (i.e. the oldest outstanding charge will be paid off first).

2.4 Total charge for credit

- 2.4.1 £20.18, comprising interest (see assumptions at condition 14 overleaf).

2.5 APR

- 2.5.1 In calculating the APR no account has been taken of any variation that may occur under the Agreement of the rate or amount of any item entering into that calculation.

- 2.5.2 Such a variation will occur if we, at our discretion, for any valid reason, vary the interest rate or add or change any charge or fee included, or to be included, in the total charge for credit. We will give you at least 7 days' prior written notice of any change.

3. KEY INFORMATION

3.1 Charges payable under this Agreement:

- 3.1.1 Default Charges: If you breach this Agreement, you must pay charges to cover our costs as follows:
 - (A) £12 for each time a cheque or other item for payment is returned unpaid;
 - (B) £12 for each time you fail to pay on time any amount due under the Agreement, including if a cheque or Direct Debit cannot be paid;
 - (C) £12 for each time you exceed your agreed Credit Limit.
- 3.1.2 Other Charges: You must also pay our reasonable costs of taking steps to recover any amount payable by you under this Agreement (for example, the costs of tracing you and taking court action).
- 3.1.3 All charges payable under this Agreement are variable.

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:

- 1) You can settle this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement.
- 2) If you received unsatisfactory goods or services paid for under this agreement you may have a right to sue the supplier, us or both.
- 3) If the contract is not fulfilled, perhaps because the supplier has gone out of business, you may still be able to sue us.

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.

THEFT, LOSS OR MISUSE OF A CREDIT CARD

If your credit card is lost, stolen or misused by someone without your permission, you may have to pay up to £50 of any loss to us. If it is misused with your permission you will probably be liable for ALL losses. You will not be liable to us for losses which take place after you have told us about the theft, etc as long as you confirm this in writing within seven days.

YOUR RIGHT TO CANCEL

Once you have signed, you will have for a short time a right to cancel this agreement. You can do this by sending or taking WRITTEN notice of cancellation to BMI Card Department, BMI Healthcare Limited, 4 Thameside Centre, Kew Bridge Road, Brentford, Middlesex, TW8 0HF.

If you cancel this agreement, you must repay any capital balance outstanding on the Account as soon as possible but in any event no later than 30 days from the date of cancellati

Terms and conditions

4. DEFINITIONS

4.1 Below, we have given definitions of the words and terms used in this Agreement

'Account'	means any account held in your name under this Agreement
'Agreement'	means this Agreement as entered into by you and us
'Card'	means any card issued under this Agreement and, where the context allows, the Account number
'Cardholder'	means the person for whose use a Card is issued
'Credit Limit'	means the maximum debit balance allowed on your Account from time to time
'General Healthcare Group'	means us, our subsidiary and parent Healthcare undertakings, and any subsidiary Group undertakings of any of our parent undertakings, from time to time
'Purchase'	means any payment by means of a Card
'Scheme member'	means any person who, under arrangements with us, accepts the Card as payment for goods, services and other items
'Statement'	means any statement of account sent to you in accordance with these conditions
'We', 'us', and 'our', 'ours'	means BMI Healthcare Limited and any person to whom its rights and/or duties under this Agreement have passed or are agreed to pass
'You' and 'your'	means the person who enters into this Agreement with us

5. VARYING THIS AGREEMENT

5.1 We may vary all or any of these conditions at any time upon giving you seven days' prior written notice if and when it becomes necessary or appropriate to do so in order to comply with legal, fiscal or regulatory requirements, to reflect changes in our credit assessment of you, to reflect alterations in the nature or extent of the service which we are able to provide to you having regard to our systems capabilities and to market practice and conditions, and the level of customer demand, to reflect any corporate amalgamation or reconstruction which affects us or to rectify errors, inconsistencies, ambiguities or omissions in them.

6. CARD ISSUE

- 6.1 By signing this Agreement, you ask us to issue a Card, and any additional, renewal and replacement Card.
- 6.2 You must be aged 18 years or over. The provision of this Agreement to you is not a commitment by us to make a credit card facility available to you. This Agreement is made when it is signed by you and on our behalf.
- 6.3 Unless and until any termination takes place, we shall issue you and any additional Cardholder with renewed cards from time to time.

7. ADDITIONAL CARD

- 7.1 We may (at our sole discretion) issue an additional Card only if you and the person you nominate as an additional Cardholder both sign a request.
- 7.2 You will be responsible for any additional Card and for any indebtedness arising from its use as if the Card were issued for your use. If you ask, we will suspend an additional Card.

8. CARD CARE

- 8.1 If we issue a Card for your use, you must sign the Card immediately on receipt, keep the Card secure at all times, and not allow the Card to be used by another person.
- 8.2 If the Card is lost or stolen or may be misused, you must tell us as soon as possible by telephoning the BMI Card Department on 020 7009 4560 between 9.00am and 5.30pm, Monday to Friday except UK bank and public holidays. You will not be liable for losses to us that take place after you have told us of the theft, etc, as long as you confirm this by writing to us at BMI Card Department, BMI Healthcare, 4 Thameside Centre, Kew Bridge Road, Brentford, Middlesex TW8 0HF within 7 days. You must give us all available information, and take all reasonable steps to help us recover a missing Card.
- 8.3 If the Card has been lost, stolen or misused by someone who obtained it without your permission, you may be liable for up to £50 of any loss to us. If it is misused with your permission you will probably be liable for ALL losses.
- 8.4 If we issue an additional Card, you must take reasonable steps to ensure that the additional Cardholder does the same in relation to the additional Card issued for his or her use.

9. SCHEME MEMBER

9.1 The Card (or the Account number, where our arrangements with the Scheme member allow) may be used only as payment to the Scheme member for goods, services or other items in connection with medical treatment.

10. CREDIT LIMIT

- 10.1 We shall advise you of the Credit Limit on the Account when we send you your Card.
- 10.2 We may vary or withdraw your Credit Limit on giving you notice to that effect.
- 10.3 The outstanding balance on the Account must not exceed the Credit Limit. If it does, you must pay us the excess promptly after we ask you to do so. This payment is in addition to the minimum payment in the Key Financial Information (condition 1) above.

11. CARD VALIDITY

11.1 The Card must not be used before or after the period for which it is stated to be valid, or after any notification of its cancellation or withdrawal is given to you either by us or by any person acting on our behalf, or after this Agreement ends.

12. YOUR RESPONSIBILITY TO PAY

- 12.1 You must pay us the amount of Purchases, interest and charges under this Agreement even if, for any reason:
- 12.1.1 the Card is used in breach of condition 9, 10 or 11.
 - 12.1.2 the Cardholder has not signed (or given other authentication) for the Purchase; or
 - 12.1.3 we have not debited the amount to the Account or paid the Scheme.

13. ACCOUNT

13.1 We will debit to the Account:

- (A) Purchases normally within one working day after the Purchase date; and
- (B) interest and charges on the statement date which will be on or around the 20th of the month.

13.2 We will credit to the Account:

- (A) payments by you when the payment clears; and
- (B) refunds by us, and refunds by the Scheme member, promptly after we receive satisfactory evidence for making the refund.

13.3 Payments by you will take effect when the payment clears. We will process payments by you promptly.

14. INTEREST CHARGES

14.1 The Total Charge for Credit has been calculated on the assumptions stated in the Consumer Credit (Agreements) Regulations 1983, as amended, namely that:

- 14.1.1 the amount of credit to be provided under this Agreement is £1,500;
- 14.1.2 the credit is provided for a period of one year beginning with the date of this Agreement;
- 14.1.3 the credit is provided in full on the date of this Agreement;
- 14.1.4 the credit is repaid in twelve equal instalments and at monthly intervals, beginning one month after the date of this Agreement; and
- 14.1.5 the rate of interest is taken to be the highest rate shown under Other Financial Information (condition 2 above).

15. STATEMENTS

15.1 We will send you a Statement each month while there is a balance on the Account and provided the outstanding balance has not become immediately payable following service of a default notice. Statements will show any balance carried over from the previous Statement, debits and credits made during the Statement period, the balance at the Statement date, and the amount and due date of the minimum payment. If we are unable to send you a Statement for any reason, this will not affect your responsibility to pay interest under this Agreement.

15.2 You agree that we may send you Statements to you at your email address as set out on the front page of this Agreement, or at such other email address as you may notify us.

16. NOTICES

16.1 If we need to give you any notice of a matter for any reason, you agree that we may do so by either:

- 16.1.1 sending it to you at your address as set out on the front page of this Agreement, or at such other address as you may notify us; or
- 16.1.2 emailing it to you at your email address as set out on the front page of this Agreement, or at such other email address as you may notify us.

16.2 We may give you notices and other important information by a message on Statements. You must check each Statement carefully, and tell us promptly by telephone if the Statement includes an item that seems to be wrong.

17. PAYMENT

17.1 You must pay to us, within 25 days of the date shown on your Statement, the minimum payment shown on your Statement, although you may pay any larger sum you wish.

17.2 You must pay to us on demand the amount by which the balance outstanding on your Account exceeds your Credit Limit.

17.3 You must pay in sterling from an account held in the United Kingdom:

- 17.3.1 by credit card;
- 17.3.2 by cheque, standing order or direct debit from your bank account; or
- 17.3.3 by cheque drawn by your building society which confirms your identity on the back.

18. CREDIT BALANCE

18.1 If any credit balance arises on the Account (for example, as a result of a refund), we will hold the credit balance on trust for your benefit and separately from our own money. We will

pay any credit balance to you promptly, if you ask or if this Agreement ends, after deducting any amounts likely to be payable by you under this Agreement.

19. CARD RESTRICTION

19.1 We own the Card and if we ask, you must cut the Card in half and return it to us. We, or anyone acting for us, may keep the Card at any time. For example, we may withdraw the Card and instruct any establishment to keep hold of it if you try to use it.

19.2 If we have a good reason (for example, if you break this Agreement or there is suspected fraud involving the Card, or if there is a change in how you operate the Account or in your financial circumstances, giving us reasonable grounds to believe that you may have difficulty meeting your commitments) and we consider it reasonably necessary, we may (i) suspend, withdraw or restrict the use of the Card and (ii) reduce the Credit Limit at any time. We will tell you before we take this action.

19.3 We may issue a replacement Card and change the Account number, for security purposes.

20. ENDING THIS AGREEMENT

20.1 We may end this Agreement:

- (A) if you fail to remedy a breach of this Agreement after we have given you an opportunity to do so;
- (B) if you become bankrupt or incapable of managing your affairs or if you die, by giving you or your representatives notice in writing; or
- (C) by giving you at least 30 days' notice in writing.

20.2 Before we end this Agreement under condition 20.1 we will comply with any legal requirement (for example, serving a default notice).

20.3 If we end this Agreement, you must pay all amounts payable by you under this Agreement, and return all Cards to us cut in half, promptly after we give you notice in writing to do so.

20.4 You may end this Agreement at any time by giving us notice in writing, paying all amounts payable by you under this Agreement, and returning all Cards to us cut in half.

20.5 The terms of this Agreement will continue until you have paid all amounts payable by you under this Agreement and returned all Cards to us cut in half.

21. LIABILITY

21.1 We will not be liable for the refusal of any person to accept or honour the Card, or for any loss caused by circumstances beyond the reasonable control of ourselves, of our employees or of our agents.

22. CHANGE OF YOUR DETAILS

22.1 You must tell us promptly in writing of any change of your name, address or email address.

23. TRANSFER

23.1 We may transfer our rights and/or duties under this Agreement to any person. Any such transfer will not affect your rights under this Agreement or any rights you may have against a supplier in respect of a Purchase. You may not transfer your rights or duties under this Agreement.

24. THIRD PARTIES

24.1 The terms of this Agreement may be enforced only by you or by us.

25. LAW

25.1 If you live in England or Wales, English law applies to this Agreement and courts in England or Wales may deal with disputes in connection with this Agreement. If you live in Scotland, Scottish law applies to this Agreement and Scottish courts may deal with disputes in connection with this Agreement.

25.2 The Card is available only if you live in England, Wales or Scotland.

26. FINANCIAL SERVICES (DISTANCE MARKETING) REGULATIONS 2004

26.1 Our main business is the independent provision of private health care in the UK. We are registered with the Registrar of Companies for England and Wales, Company No. 2164270 and our registered office is at 4 Thameside Centre, Kew Bridge Road, Brentford, Middlesex, TW8 0HF

26.2 We have a consumer credit licence, in connection with our consumer credit business, with the Office of Fair Trading (number 0508217).

26.3 There may be other taxes or costs, which are not paid through us or charged by us, that you have to pay in connection with this Agreement.

26.4 If you do not exercise your cancellation right under this Agreement, this Agreement will be binding on you.

26.5 We will only communicate with you in the English language.

26.6 If you are not satisfied with our service we have a complaint handling procedure that you can use to resolve such matters. For more information about this procedure you can get a leaflet giving details of the procedures by writing to us or telephoning us. We are a member of the Financial Ombudsman Service. If you are still not satisfied following out procedures you can ask the Ombudsman to review the complaint. Alternatively you can write to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR or telephone 0845 080 1800. Calls may be recorded.

USE OF YOUR INFORMATION

It is important that you read and understand sections 1, 2 and 3 below which set out how we and others will process your information both before your application is processed. By signing this agreement you agree that we can use your information in this way

1. YOUR INFORMATION

1.1 Please read this section and sections 2 and 3 carefully as they explain how we and others will use your information now and after your account is opened, if we choose to accept your application.

1.2 We are BMI Healthcare Limited. We are a member of the General Healthcare Group. In this section, the Group refers to the General Healthcare Group of companies. For information about the Group visit www.generalhealthcare.co.uk, or telephone 020 8232 5100.

1.3 Your Information includes any information we or the Group hold now or in the future including details of any dealings with us and the Group and information about your transactions.

1.4 We may change the way we view, record and/or use your information as our business and our relationship with you develop. In most cases these changes will result from enhancements in technology and, we believe, will be in line with your expectations. If we consider that the changes may not be obvious to you, we will give you notice of them. When you sign this agreement you are agreeing that by continuing to maintain your Account for at least 60 days after we have notified you of a change, you will be consenting to that change (unless you write to us to tell us that you do not wish us to use your information in the new way). If you contact us electronically, we may collect your electronic identifier (e.g. Internet Protocol address or telephone number) supplied by your service provider.

2. PROCESSING YOUR APPLICATION

2.1 We will use a credit scoring or other automated decision-making system when assessing your application.

2.2 Credit Reference Agencies:

We may obtain information about you from credit reference and fraud prevention agencies and Group records to check your credit status and identity that will include checks on the electoral register. The agencies will record our enquiries which, whether this application proceeds or not, may be seen by other companies who make their own credit enquiries. We may use credit scoring. Your information may already be linked to others with whom you have a financial association and your application may be assessed using credit reference agency records. A financial association is with others with whom you have or have had a joint account or have jointly applied for credit or have declared to be linked financially. All parties' information will be taken into account in future applications until one of you successfully files a 'notice of disassociation' at the credit reference agencies. You can however choose to be treated as financially independent of any person (except for another party to this application). If you do so, by

signing this agreement you declare that you believe your associate's finances will not affect our decision and agree that we may check your declaration. We may decline your loan application if we find that your declaration is inaccurate. If you want to be treated as financially independent for this application, please call 020 7009 4560 to proceed with your application.

If you give us false or inaccurate information and we suspect or identify fraud we will record this and may also pass this information to fraud prevention agencies and other organisations involved in crime and fraud prevention.

3. AFTER YOUR APPLICATION HAS BEEN PROCESSED

3.1 Using and sharing your information:

3.1.1 We and the Group may use and share your information to help us and them:

- (A) assess financial and insurance risks;
- (B) recover debt;
- (C) develop our services, systems and relationships with you;
- (D) prevent and detect crime.

3.1.2 Neither we nor credit reference agencies will give anyone else other than the Group your information except:

- (A) where we have your permission; or
- (B) where we are required or permitted to do so by law.

3.1.3 We will not give anyone else other than the Group your information except

- (A) where other companies provide a service to us or you; or
- (B) where we may transfer rights and obligations under this agreement.

3.2 Credit reference agencies:

3.2.1 Information on applications will be sent to credit reference agencies and will be recorded by them.

3.2.2 Where you borrow from us, we will give details of your accounts and how you manage it/them to credit reference agencies.

3.2.3 If you borrow and do not repay in full and on time, credit reference agencies will record the outstanding debt.

3.2.4 This information may be supplied to other organisations by credit reference and fraud prevention agencies to perform similar checks and to trace your whereabouts and recover debts that you owe.

3.2.5 Records remain on file for 6 years after they are closed, whether settled by you or defaulted.

3.2.6 We may make periodic checks at credit reference agencies to help us to manage your account with us.