

CAA Global Limited
Terms and Conditions with Actuarial Analyst Candidates (who are also Student Actuarial Analyst Members of the IFoA)

1. **Introduction**

- 1.1. These terms and conditions regulate your participation as an Actuarial Analyst Candidate in the CAA Qualification (as defined below) operated and administered by CAA Global Limited, a company limited by shares (company number 10436589), and having its registered office at 7th Floor, Holborn Gate, 326-330 High Holborn, London, WC1V 7PP (the "CAA Global").
- 1.2. You can contact CAA Global by telephoning our customer service team on +44 (0)1865 268266 or by writing to us at enquiries@caa-global.org
- 1.3. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to CAA Global when you register to take your first exam with CAA Global.
- 1.4. Please read these terms carefully before you register to take an exam with CAA Global.

2. **Definitions**

The definitions and their meanings set out below are used throughout these terms and conditions.

Accredited Association: an organisation accredited by CAA Global to regulate qualified Certified Actuarial Analysts.

Certified Actuarial Analyst or CAA: an individual who has successfully completed the CAA Qualification requirements, has received the CAA Qualification upon application to CAA Global, and who is a member of an Accredited Association.

CAA Marks: One or more of the following certification marks:

- i. Certified Actuarial Analyst (as a word-only mark in plain font, which also may be fully capitalised as CERTIFIED ACTUARIAL ANALYST)
- ii. CAA (a fully capitalised abbreviation of Certified Actuarial Analyst)
- iii. Certified Actuarial Analyst & logo, as shown below:



CAA Services: Any one or more of the following services for which a Certified Actuarial Analyst may use the CAA Marks:

Actuarial services, actuarial support services; financial evaluation; financial analysis; provision of financial information; provision of fiscal assessments; provision of insurance information; actuarial services relating to financial transactions; financial analysis services; providing business appraisals for financial valuation; comparison of performance of securities; information services relating to financial management; financial data services; information services relating to insurance and financial matters; economic financial research services; providing estimates for financial purposes; providing estimates

for insurance purposes; preparation of financial analyses; financial analysis and research services; financial appraisal services; financial evaluation; financial forecasting; providing financial information and evaluations; financial information processing; financial investment analysis and stock research; preparation of financial reports; financial research and information services; financial studies; financial valuation services; fiscal valuations and assessments; information services relating to insurance; investment analysis; investment information; investment research; monitoring of pension funds, investment funds and financial portfolios; preparation of financial analysis; provision of information relating to insurance, pension and financial services; provision of insurance information; provision of investment information; providing information on variable annuity investments.

CAA Qualification: the Certified Actuarial Analyst qualification operated by CAA Global.

3. Your Status as an Actuarial Analyst Candidate

- 3.1. You will become an Actuarial Analyst Candidate upon your submission of the exam registration form, acceptance of these terms and conditions and the acceptance by CAA Global of your exam registration application.
- 3.2. CAA Global may refuse your application for exam registration if it would be unlawful for CAA Global to allow you to participate in the CAA Qualification.
- 3.3. Your status as an Actuarial Analyst Candidate shall continue for the duration of your participation in the CAA Qualification, including all periods between your sitting the exams, unless and until your participation in the CAA Qualification is brought to an end in accordance with the termination provisions set out in paragraph 12 below.
- 3.4. In the event that you decide to give up your membership as a Student Actuarial Analyst with the IFoA, you must inform CAA Global of this decision. You accept that CAA Global may require you to sign up to such additional terms and conditions as CAA Global considers appropriate in order for you to continue to participate in the CAA Qualification.

4. Payments to CAA Global

- 4.1. Your participation in the CAA Qualification will require you to make payments to CAA Global. You agree to make payment of such exam, administration and/or exemption fees (as advertised on CAA Global's website) and any other reasonable charges imposed by CAA Global as, and within the timeframe, requested by CAA Global.
- 4.2. CAA Global may, at its discretion, reasonably adjust such fees from time to time. Any such adjustment will be published on CAA Global's website.

5. Refunds

CAA Global operates a refunds policy in relation to all fees paid in relation to the exams. This policy can be viewed on the CAA Global website. CAA Global reserves the right to amend this policy from time to time.

6. Administration of the CAA Qualification

- 6.1. CAA Global shall use its reasonable endeavours to deliver the CAA Qualification with reasonable care and skill and, as far as possible, in accordance with the description applied to it on the CAA Global website.
- 6.2. CAA Global reserves the right to make such changes to the CAA Qualification that it considers reasonably necessary or advisable, whether due to events arising outside of CAA Global's control, to comply with changes in law, or to pursue its objective of continually improving the CAA Qualification. CAA Global shall communicate any such changes on its website.

7. Your obligation to make certain disclosures

7.1. In registering to participate in the CAA Qualification, you are required to promptly disclose to CAA Global:

- (i) any criminal convictions; and/or
- (ii) any finding of misconduct or any disciplinary decision taken and/or disciplinary proceedings against you by any professional or regulatory body,

except where there is a statutory entitlement which affords you the right to disregard it.

8. Your compliance with the regulatory requirements of CAA Global

8.1. As an Actuarial Analyst Candidate, who is also a Student Actuarial Analyst member of the IFoA, you agree to observe and adhere at all times to the regulatory framework imposed upon you by the IFoA. You also agree to comply with all exam policies, rules and/or regulations issued by CAA Global and with the Student Handbook.

8.2. For the purposes of regulating your participation in the CAA Qualification, you agree that CAA Global may request, from any professional body or regulator to whose jurisdiction you are or have been subject, any information concerning criminal convictions or findings of misconduct or disciplinary proceedings against you. You hereby authorise (and will execute such further authorisations as CAA Global may reasonably request) the disclosure of such information to CAA Global by such other professional bodies or regulators.

9. Prohibition on your use of the CAA Marks

9.1. You will not hold yourself out as a Certified Actuarial Analyst or use any of the CAA Marks unless and until you have complied with all three of the following conditions:-

9.1.1. CAA Global has confirmed that you have satisfied all of the eligibility requirements of the CAA Qualification as set by CAA Global from time to time;

9.1.2. You are a member of an Accredited Association; and

9.1.3. You agree to comply with such other terms and conditions as CAA Global may impose upon you as a prospective Certified Actuarial Analyst.

9.2. Further, you may not use the CAA Marks for any services other than the CAA Services or for any products.

10. Use of your personal information

10.1. Any personal information you provide in registering with CAA Global:

10.1.1. will be stored securely;

10.1.2. will only be processed by CAA Global and by service providers on behalf of CAA Global;

10.1.3. may be transferred to and stored on servers in the United States, under the terms of the US-EU Privacy Shield or such other legally recognised method of secure data transfer;

10.1.4. will only be used to (i) facilitate, and in relation to, your participation in the CAA Qualification, (ii) monitor your compliance with these terms and conditions and (iii) provide you with information in relation to your ongoing use of the CAA Qualification post-qualification in particular in relation to your membership of an Accredited Association;

10.1.5. will be disposed of once it is no longer required for the purposes of your undertaking the CAA Qualification with CAA Global and/or for the purposes of complying with these terms and conditions and/or to provide you with information in relation to your ongoing use of the CAA Qualification post-qualification or is no longer required for legal or regulatory purposes; and

10.1.6. will not be shared with any third parties, other than (i) as set out in this paragraph 10 and (ii) with professional bodies and regulators and/or as required by law.

10.2. By providing personal information, we assume your consent to send you information about CAA Global products and services and those of other professional bodies or regulators (including Accredited Associations) and you can opt out at any time.

10.3. All information will be processed in compliance with the Data Protection Act 1998 as amended, consolidated or replaced from time to time including by the General Data Protection Regulation (EU) 2016/679 and any direct marketing to you will be conducted in compliance with the Privacy and Electronic Communications Regulations 2003 (or as amended or replaced).

11. Liability of CAA Global

11.1. CAA Global shall not be liable for failure to perform any obligations under these terms and conditions if such failure is caused by any act or event beyond CAA Global's reasonable control including acts of God, war, terrorism, industrial disputes, fire, flood, storm and national emergencies ("Force Majeure Event"). If CAA Global is the subject of a Force Majeure Event, it will take all reasonable steps to minimise the disruption to the CAA Qualification.

11.2. In addition, CAA Global shall not be liable to you by way of representation (unless fraudulent), common law duty or under any express or implied term of the contract for:

11.2.1. any losses which are not reasonably foreseeable by both parties when the contract is formed arising in connection with your participation in the CAA Qualification;

11.2.2. any losses which are not caused by any breach by CAA Global and/or its sub-contractors; and/or

11.2.3. business or trade losses.

11.3. Subject to paragraph 11.4 below, CAA Global's entire liability in connection with the contract will not exceed the fees paid, as at the date of the alleged breach, by you to CAA Global in connection with the CAA Qualification to which the claim relates.

11.4. Nothing in these terms and conditions shall limit CAA Global's liability to you for death or personal injury resulting from our negligence or that of our employees, agents or subcontractors nor for any other matter which by law cannot be excluded.

12. Termination

Termination by CAA Global

12.1. Your participation in the CAA Qualification is conditional upon you adhering to these terms and conditions, in particular your payment of the exam fees and any other fees falling due, your compliance with the Actuaries' Code and Disciplinary Scheme of the IFoA and the prohibition on the use of the CAA Marks. If you fail to adhere to these terms and conditions in any respect, CAA Global may terminate your continued participation in the CAA Qualification.

12.2. If you are found by a relevant panel under the IFoA's Disciplinary Scheme to have committed an act of misconduct, you accept that, depending on the nature of the sanction imposed, your ongoing participation in the CAA Qualification may be brought to an end by CAA Global.

12.3. CAA Global may also take steps to terminate your participation in the CAA Qualification if it is required by law to do so.

Termination by You

12.4. You may terminate your participation in the CAA Qualification at any time. If you have registered to take an exam and decide that you no longer wish to do so, you should contact CAA Global, using the email address provided above, and inform them of your decision.

Consequences of Termination

12.5. If your participation in the CAA Qualification is terminated, these terms and conditions will cease to apply, except that the following provisions shall continue to apply:

- 12.5.1. the prohibition on your use of the CAA Marks as set out in paragraph 9 above;
- 12.5.2. your obligation to comply with paragraph 8.1;
- 12.5.3. the authorisation and consent given by you under paragraph 8.2 above; and
- 12.5.4. the liability of CAA Global as set out in paragraph 11 above.

13. **Transfer of Rights and Obligations**

13.1. CAA Global may transfer its rights and obligations to another organisation. CAA Global will advise you in writing if this happens and will ensure that the transfer will not affect your rights.

13.2. You may not transfer your rights or your obligations to any other party.

14. **Mechanism for resolving complaints and dispute**

14.1. If you have a complaint in relation to the CAA Qualification, you should direct it in the first instance to enquiries@caa-global.org.

14.2. In the event that there is a dispute or complaint which you are unable to resolve directly with CAA Global or which CAA Global is unable to resolve with you, the dispute may be resolved using a confidential alternative dispute resolution process known as binding arbitration. The arbitration would be administered by the London Court of International Arbitration (LCIA) (or such other agreed arbitration centre in the event that the LCIA ceases to exist or is unwilling to administer the arbitration) and shall be conducted under the LCIA Arbitration Rules. Unless you and CAA Global agree otherwise, any arbitration hearing would be held in London, England.

14.3. Unless the Arbitrator rules to the contrary, the cost of the arbitration and arbitrators fee shall be borne by the party who decides to initiate arbitration proceedings.

14.4. If you do not wish to follow the alternative dispute resolution route of arbitration in attempting to resolve the dispute, legal proceedings may be brought in the Courts of England and Wales.

15. **Governing Law**

These terms and conditions and the relationship between you and CAA Global will be governed by English law.