

Terms and Conditions applicable to Student and Associate members of the IFoA

This document is important and the terms and conditions contained within form the Agreement that applies to our Student and Associate members. You should read this document and its contents carefully because its terms and conditions are legally binding. Please contact memberservices@actuaries.org.uk to ask for an explanation of any areas within this document you do not understand.

Key Terms

This document (the " Agreement") has three parts:

Part 1 – Application Form (for completion by new Members)

Part 2 – Terms and conditions relating to membership

Part 3 - Terms and conditions relating to IFoA qualifications

New members

Parts 1 and 2 of the Agreement apply when you make an initial application for membership of the IFoA. Part 3 applies to your participation in IFoA assessment and qualification.

To become a member of the IFoA, you will need to complete the Application Form for the relevant membership category, pay the relevant Admission Fee and Subscription Fee, and make the applicant declaration. By doing so, and provided that the IFoA accepts and confirms your application for admission to membership, you accept these terms and conditions in full, which along with the Application Form and confirmation of membership from the IFoA comprise the contract between you and the IFoA.

Renewal for existing members

Part 2 (Terms and conditions relating to membership) applies when you renew your membership each year. Part 3 will also apply to you if you are pursuing IFoA assessment and qualification.

In the event that the IFoA declines your application for membership admission, renewal or reinstatement of membership, you have the right to appeal this decision in accordance with the Complaints Policy which you can find at https://www.actuaries.org.uk/about-us/choosing-right-avenue-your-complaint.

Disclosure of convictions or other findings of misconduct – In the event that you disclose a criminal conviction or finding of misconduct when applying to join or reinstate your membership, your application will be considered in accordance with the IFoA's Guide for dealing with disclosed convictions and findings of misconduct.



Part 2 – Terms and conditions relating to membership

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1 Definitions

- 1.1 In these terms and conditions, the following terms have these meanings:
 - "Actuarial Profession Standards" means the mandatory standards issued by the IFoA, as may be amended or changed from time to time;
 - "Actuaries' Code" means the mandatory ethical code of conduct published by the IFoA as amended or changed from time to time;
 - "Admission Fee" means the entrance fee that you will need to pay in order to become a member of the IFoA, as set out on the IFoA's website:

 https://www.actuaries.org.uk/studying/non-members/student-admission-ifoa-gas;
 - "Application Form" means Part 1 of the Agreement for new Members;
 - "CPD Scheme" means the Continuing Professional Development Scheme of the IFoA from time to time, which assists members to maintain professional competence;
 - "Disciplinary Scheme" means the disciplinary scheme under Rule 20 and Bye-laws 48, 49 and 59 and 60. https://actuaries.org.uk/standards/independent-disciplinary-process/formal-rules-regulations-and-guidance/;
 - "FRC" The UK's Financial Reporting Council or any successor that has the same responsibilities for setting and/or maintaining the Technical Actuarial Standards;
 - "IFoA Constitution" means the Royal Charter, Bye-laws, Rules and Regulations of the IFoA as they are in force from time to time;
 - "PPD Requirements" mean the practical work experience requirements as required by the IFoA from time to time, as set out https://www.actuaries.org.uk/studying/practical-work-experience-ppd and as explained in clause 7 of Part 3 (terms and conditions relating to IFoA qualifications) of the Agreement;
 - "Stage 1 and 2 Professionalism Training" means the requirements of stage 1 and 2 professionalism training as applicable to you as set out in the Qualification Handbook;

"Member" means a person who is a member of the IFoA as outlined in the IFoA's Byelaws;

"Subscription Fee" means the annual membership subscription fee as set out on the IFoA's website https://www.actuaries.org.uk/membership/subscription-information;

"Subscription Policy" means the policy set out at https://www.actuaries.org.uk/membership/subscription-information as amended or replaced from time to time;

"Subscription Year" means 1 October to 30 September each year regardless of the date you join the IFoA;

"Technical Actuarial Standards" means the Technical Actuarial Standards set by the FRC for actuarial work that is within UK Geographic Scope, as may be varied or amended from time to time:

"we", "us" and "IFoA" mean the Institute and Faculty of Actuaries, a body established under a Royal Charter dated 29 July 1884 as amended by a variation allowed by an Order of the Privy Council dated 9 June 2010, whose principal office is 1-3 Staple Inn Hall, High Holborn, London, WC1V 7QJ; and

"you" means the Member named in the Application Form or in the form/process for renewal or reinstatement of membership (as applicable to you).

2 Interpretation

- 2.1 This contract sets out the contractual basis for your relationship with the IFoA and highlights key terms you should be aware of.
- 2.2 Your contract with the IFoA (the "Agreement") is made up of:
 - 2.2.1 the Application Form (if you're a new Member), or renewal submission (if you're an existing Member), or reinstatement of membership form (if you're a former Member), including the declaration in all cases,
 - 2.2.2 these terms and conditions relating to membership (Part 2),
 - 2.2.3 any other document which you are required to comply with under these terms and conditions relating to membership, and
 - 2.2.4 the terms and conditions relating to IFoA qualifications set out in Part 3.

3 Term

- 3.1 Your contract with the IFoA starts:
 - 3.1.1 if you are not an existing member, when your Application Form or application for reinstatement is accepted by the IFoA.
 - 3.1.2 if you are an existing member, on 1 October of the Subscription Year.
- 3.2 Your contract with the IFoA ends:
 - 3.2.1 on 30 September of the Subscription Year,
 - 3.2.2 if you qualify as a Fellow and transfer to that membership category, or
 - 3.2.3 earlier if your membership is cancelled in accordance with clause 7 below.
- 3.3 By submitting your Application Form, renewal of membership, or application for reinstatement you agree that if your application is accepted, you will comply with this Agreement.
- 3.4 This Agreement is subject to the IFoA Constitution and, if there is a conflict between them, the IFoA Constitution takes precedence over any part of this Agreement. In the event of a conflict between any material on the IFoA's website and any other material produced by the IFoA at any time, the terms of the Agreement shall prevail.
- 3.5 The words or abbreviations "for example", "e.g.", "include", "includes" and "including" in the Agreement should be understood as if they were immediately followed by the words "without limitation".
- 3.6 Nothing in the Summary of Key Terms on the first page of this document affects the meaning and effect of the Agreement, and if there is a conflict between them the Agreement prevails.
- 3.7 The headings throughout the Agreement are for convenience only and do not affect the meaning of the terms of this contract, and use of the singular includes the plural and vice versa.
- 3.8 References to numbered clauses within this Part 2 only relate to Part 2 terms and conditions unless stated otherwise.

4 Our obligations to you

4.1 We agree:

- 4.1.1 to enter you onto our register of members according to the category of membership to which you have been admitted; and
- 4.1.2 to provide you with access to applicable educational services in line with Part 3 of the Agreement (terms and conditions relating to IFoA qualifications).

5 Your obligations to us

5.1 You agree:

- 5.1.1 that you understand and will comply at all times with any obligations imposed on you by the IFoA Constitution, the Disciplinary Scheme and the IFoA's professional standards (including the Actuaries' Code, Actuarial Profession Standards, the CPD Scheme and, for relevant work within UK Geographic Scope, the FRC's Technical Actuarial Standards):
- 5.1.2 to provide true and accurate information in your application and in any other communication you have with the IFoA;
- 5.1.3 to comply with all reasonable requests from IFoA employees, third party representatives or contractors and observe and adhere to the <u>Unreasonable</u> <u>Behaviour Policy</u>;
- 5.1.4 not to impede the IFoA in complying with its obligations under these terms and conditions or otherwise harm the IFoA's reputation or brand;
- 5.1.5 to pay your Subscription Fee and other charges when they are due;
- 5.1.6 to receive regulatory updates from the IFoA; and
- 5.1.7 to comply with and pay any applicable fees in respect of any relevant PPD Requirements and Stage 1 or 2 Professionalism Training.

6 Admission and Subscription Fees

6.1 You are required to pay an Admission Fee to become a Member of the IFoA.

- You are required to pay a Subscription Fee. For more information about the Subscription Fees please read our Subscription Policy at https://www.actuaries.org.uk/membership/subscription-information.
- 6.3 The current Subscription Fees can be found at https://www.actuaries.org.uk/membership/subscription-information. The fees are reviewed in accordance with the IFoA Constitution and may rise. When deciding the level of increase, we consider a range of factors, including rises in the costs of delivering our services and the Retail Prices Index (RPI). Subscription Fees are reviewed annually and approved by Council.
- 6.4 Your Subscription Fee is due on 1 October each year and must be paid by 31 October (unless agreed otherwise with the IFoA). If you do not pay your Subscription Fee by 1 November, we will charge a late payment fee to recover any additional administration costs due to us. If you do not pay your Subscription Fee by 31 December, your membership of the IFoA will be cancelled.
- 6.5 If your Subscription Fee is paid by your employer or any other third party, it is your responsibility to ensure payment is made on time to avoid your membership lapsing. You remain liable for payment of those fees, including (without limitation) the consequences of non-payment, late payment or failed payment by any third party.
- 6.6 Your Subscription Fee cannot be carried forward to subsequent Subscription Years.
- 6.7 If you apply to transfer membership categories during the Subscription Year you will need to pay the difference between the Subscription Fee already paid and the full Subscription Fee of the membership category you are transferring to in accordance with the Subscription Policy.

Reduced Subscription Fees

- 6.8 If you apply for a reduced-rate subscription and your application is approved by the IFoA, you must inform the Member Services team of any change in your circumstances which may affect your eligibility for reduced-rated subscription. Failure to do so may result in a referral for consideration under the Disciplinary Scheme.
- 6.9 The IFoA may ask you to provide evidence of your annual income and ability to pay at any time during the Subscription Year.

7 Ending this Agreement

- 7.1 This Agreement will immediately end:
 - 7.1.1 when it expires in accordance with clause 3;
 - 7.1.2 if you cancel your membership under clause 7.3; or
 - 7.1.3 if we cancel your membership under clause 7.4.
- 7.2 Your membership of the IFoA will end:
 - 7.2.1 immediately if this Agreement is cancelled under clause 7.3 or 7.4; or
 - 7.2.2 when this Agreement expires unless it is renewed in accordance with clause 3.
- 7.3 You may cancel your membership (without giving us any reason for doing so) within 14 days of us notifying you that your application for membership admission, renewal or reinstatement of membership has been accepted or after this 14 day period has expired, by emailing Member Services at memberservices@actuaries.org.uk.
- 7.4 We may cancel or prevent you from renewing or reinstating your membership:
 - 7.4.1 if you have not paid your Subscription Fee by 31 December in the year in which it is due:
 - 7.4.2 if you are in breach of any of your obligations under this Agreement;
 - 7.4.3 in accordance with the IFoA Constitution and the Disciplinary Scheme; or
 - 7.4.4 because of a legal and/or regulatory restriction or sanction.
- 7.5 If you cancel your membership within 14 days as set out in clause 7.3 above, you will be entitled to a full refund of any fees paid for the current Subscription Year. If you cancel outside of that period, or if we cancel your membership for one of the reasons set out in clause 7.4, then you will not have a right to any refund for fees already paid other than as explained elsewhere in this Agreement.
- 7.6 If your membership is cancelled you agree to return immediately anything in your possession that belongs to us and to repay any money owed to the IFoA.

7.7 You remain subject to the IFoA's Disciplinary Scheme in relation to any allegation of misconduct that may have been referred before the termination or expiry of your membership.

8 Reinstating your membership

- 8.1 If your membership is cancelled because you did not pay the Subscription Fee, or because you took steps to cancel your membership, you may apply to have your membership reinstated. Information about reinstating your membership can be found on the IFoA website at https://www.actuaries.org.uk/membership/reinstate-your-membership.
- 8.2 If your membership is reinstated we will issue you with a new contract.

9 Non-compliance with PPD Requirements as an Associate Member

If you are an Associate Member and have failed to meet your annual PPD Requirements (as set out in Part 3 of the Agreement) 12 months after your initial PPD compliance deadline, you will not be able to book on to further assessments and will be categorised as "not actively pursuing further IFoA qualification". Associate Members may request an exemption be applied to their PPD Requirements should they not wish to continue study to Fellowship.

10 Our liability to you

- 10.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, and it was within our reasonable control to have done so, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable either if it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.
- 10.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights.
- 10.3 If for any reason we cannot comply with these terms due to an event outside our reasonable control, our obligations to you under this contract may be suspended but we will

take reasonable steps to try and overcome the event or circumstances and comply with our obligations to you as far as possible.

11 Sharing of information and data protection

Our privacy policy explains how your personal data will be used and your rights. You can view it at https://www.actuaries.org.uk/privacy-policy.

12 Correspondence between us

- 12.1 You must ensure that we have up to date information on your current email address.

 Unless you tell us otherwise, your email address will be the address we use for all correspondence with you.
- 12.2 If you wish to contact the Member Services, please email memberservices@actuaries.org.uk.
- 12.3 The IFoA's registered office address is 1-3 Staple Inn Hall, High Holborn, London WC1V 7QJ

13 Complaints

The IFoA's complaints handling policy and procedures explain what to do if you have a complaint about us or our services. You can view these at https://www.actuaries.org.uk/about-us/choosing-right-avenue-your-complaint.

14 Other important terms

Transfer

Neither you nor the IFoA may transfer our rights or obligations under this Agreement to anyone else.

Third party rights

Nobody else has any rights under this Agreement. This Agreement is between you and the IFoA. No other person shall have any rights to enforce any of its terms.

Severance

If a court finds part of this Agreement illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

No waiver

Even if we delay in enforcing this Agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products/services, we can still require you to make the payment at a later date.

Governing law

The Agreement is governed by English law and you can bring legal proceedings in respect of the services covered in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services covered in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the services covered in either the Northern Irish or the English courts.



Part 3 – Terms and conditions relating to IFoA qualifications

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1 Definitions

- 1.1 The terms defined in Part 2 (terms and conditions relating to membership) of this Agreement have the same meaning in this Part 3 (terms and conditions for relating to IFoA qualifications).
- 1.2 In these terms and conditions, additional terms are referred to and have the following meanings:
 - "Assessment Regulations" means the regulations governing IFoA assessment as in place from time to time, currently as set out at https://www.actuaries.org.uk/studying/prepare-your-exams/assessment-regulations.

"Curriculum" means the curriculum set out in the Qualification Handbook;

"**Examination Handbook**" means the document found on the examination webpage at https://www.actuaries.org.uk/studying/my-exams/ifoa-exams

"Qualification Handbook" means the handbook containing important curriculum and assessment information together with IFoA policies and procedures as in place from time to time, currently as set out at https://www.actuaries.org.uk/studying/student-and-exam-news/student-handbook;

"Refund Policy" means the policy applying to refund of fees paid to the IFoA, as set out at https://www.actuaries.org.uk/ifoa-refund-policy;

2 Interpretation

- 2.1 These terms and conditions relate to IFoA qualifications, specifically access to assessment and the requirements of IFoA qualifications. These terms and conditions do not relate to any assessment offered or administered by third parties, even if those assessments are recognised by the IFoA for exemption purposes.
- 2.2 You enter into this Part 3 when you are accepted by the IFoA as a Student or Associate Member of the IFoA.
- 2.3 In the event of a conflict, Part 2 of the Agreement (terms and conditions relating to membership) will take precedence over this Part 3.
- 2.4 References to numbered clauses are to numbered clauses in this Part 3 (terms and conditions relating to IFoA qualifications) unless stated otherwise.

3 Our obligations to you

3.1 We agree:

- 3.1.1 to deliver the Curriculum and any other educational services with reasonable skill and care and to clearly explain the academic requirements of the Curriculum; and
- 3.1.2 to allow you to register for qualifying IFoA assessments as outlined in the Assessment Regulations and to assist you in making arrangements to sit the assessments that you register for.

4 Your obligations to us

4.1 You agree:

- 4.1.1 that you understand and will comply at all times with any obligations imposed on you by:
 - 4.1.1.1 the IFoA Constitution,
 - 4.1.1.2 the Actuaries' Code,
 - 4.1.1.3 the Disciplinary Scheme,
 - 4.1.1.4 the Assessment Regulations, and
 - 4.1.1.5 the terms and conditions of your membership of the IFoA;
- 4.1.2 to pay the applicable fee for any assessment that you register for, and any applicable exemption fee if you apply for an exemption from an assessment; and
- 4.1.3 to comply with, and pay any applicable fees in respect of the PPD Requirements and Stage 1 and 2 Professionalism Training set out in clause 7 of this Part 3.

5 Curriculum

5.1 Under this Agreement, in order to sit IFoA assessments, or to apply for an exemption from them, you must maintain your membership of the IFoA and adhere to the terms and conditions in this Agreement.

- 5.2 The assessments, modules and other professional requirements which are needed in order to qualify as an Associate, Fellow or Chartered Enterprise Risk Actuary are all listed in the Qualification Handbook.
- 5.3 To qualify as an Associate or Fellow of the IFoA, you must meet the requirements set out in the Qualification Handbook.
- We will do our best to deliver the Curriculum in the way that it is outlined in the Qualification Handbook.

Changes to the Curriculum

- 5.5 There may be occasions where we need to make changes to the Curriculum in order to comply with any law or requirements set by any governmental authority, regulator or other agency, or for quality assurance and/or enhancement reasons. This may include the removal of, changes to, or the introduction of new or different modules, assessments, methods of assessment or content in order to maintain professional standards or to maintain relevancy to the profession and clients and/or to reflect updated research or theory in a subject or its delivery.
- 5.6 Where possible, we will do our best to let you know of any changes to the compulsory elements of the Curriculum at least 12 months before we implement them, and provide you with information about how you can transition to any new Curriculum requirements.
- 5.7 If it is not possible to transition you to any new Curriculum requirements we will attempt to offer you alternative arrangements but if the change is substantial and you are unhappy with the change, you may withdraw from the Agreement without any further liability to the IFoA.

Changes to Assessment Regulations and Examination Handbook

- 5.8 We may make necessary changes to the Assessment Regulations and Examination Handbook if we believe this is in the best interest of the Curriculum. If we do make changes, we will do our best to give you at least 3 months' notice of those changes. We will also not normally apply any changes until the next assessment session.
- 5.9 We may make necessary changes to the Assessment Regulations and Examination
 Handbook which are applicable to the current assessment session if we consider those
 changes are necessary to maintain academic standards or are required as a matter of good

governance or legal or regulatory compliance. We will do our best to give you as much notice as possible about such changes.

6 Assessments

6.1 Registering for assessments

- 6.1.1 Instructions for candidates registering for assessments are set out in the Examination Handbook.
- 6.1.2 It is your responsibility to ensure that your application to register for any IFoA assessment is completed correctly and within the relevant assessment registration deadlines. This applies whether it is prepared or submitted by you or by someone else on your behalf. The assessment dates and registration deadlines are set out at https://www.actuaries.org.uk/studying/exam-bookings/exam-dates. We will not accept any assessment registrations after these deadlines.
- 6.1.3 There may be limited availability for some assessments and you are not guaranteed to be able to sit any particular assessment at a specific time, date or location.

6.2 Conduct in assessments

- 6.2.1 By submitting an application for an assessment entry, you confirm that you have read, understood, accept and agree to adhere to the Assessment Regulations.
- 6.2.2 You must adhere to the Assessment Regulations at all times and the Examination Handbook (which may be amended from time to time) before, during and after your assessment sitting.
- 6.2.3 The consequences for any established failure to adhere to either the Assessment Regulations or the Examination Handbook are set out in full in the Assessment Regulations and this includes any impact on your qualification progress and/or disciplinary investigation.

6.3 Payment of assessment and exemption fees

6.3.1 The fees and charges for assessments and instructions for payment are published at https://www.actuaries.org.uk/studying/exam-bookings/exam-fees-

<u>and-fees-other-education-services</u>. When deciding the level of any increase we take into account a range of factors, including rises in the costs of delivering assessments and the Retail Prices Index (RPI). Assessment fees are reviewed annually and approved by Council.

- 6.3.2 You must pay the fee for any assessment in Pounds Sterling when you apply to sit that assessment and before the registration deadline for that assessment. You are responsible for any fluctuations in currency exchange rates or bank or card charges which you incur.
- 6.3.3 All assessment fees due must be received by the IFoA before the assessment registration deadline. We will not process applications for assessment entry if valid payment has not been received.
- 6.3.4 If your assessment or exemption fee is paid by your employer or any other third party, it is your responsibility to ensure timely payment is made to allow you to sit an assessment. You remain liable for payment of those fees, including (without limitation) the consequences of non-payment, late payment or failed payment by any third party.
- 6.3.5 Your assessment or exemption fee paid in respect of a particular assessment is non-transferable and cannot be carried forward to a subsequent assessment or application for exemption, other than with the express approval of the IFoA.

6.4 Cancellation and refunds of assessment fees

- 6.4.1 If you wish to cancel your assessment booking while the assessment registration period is still open, we will refund you the assessment fee after deduction of a 10% administrative charge and any applicable bank charges.
- 6.4.2 If you wish to cancel your assessment booking after the assessment registration period has closed, you do not have an automatic right to a refund. We will consider your request in accordance with our Refunds Policy.
- 6.4.3 To request any change to your assessment booking or refund of assessment fees paid, you should contact Member Services by email at memberservices@actuaries.org.uk.

6.5 Changes to assessment dates/times made by IFoA

On occasions, we may need to make changes to the assessment dates and times. We will provide you with as much notice as possible of any changes. If we do make a change that means you are unable to attend that assessment as a result, we will refund 100% of your assessment fee for that assessment.

6.6 Access requirements

We will make reasonable adjustments to assessment sittings for individuals with qualifying conditions in accordance with our Access Arrangements Policy. If you would like to discuss reasonable adjustments then details of what to do are set out in that policy, which you can view at

https://www.actuaries.org.uk/studying/exam-bookings/access-arrangements.

6.7 **Exemption from assessment**

- 6.7.1 Depending on your individual circumstances, you may be entitled to exemption from certain assessments. Eligibility for exemptions, the process to apply and applicable fee(s) is set out on the website at https://www.actuaries.org.uk/studying/exam-exemptions.
- 6.7.2 No refund will be given for any fees paid by you relating to an application for assessment exemption.

6.8 Examination Counselling

Examination counselling may be offered to you for your final assessment required to qualify as an Associate or Fellow. Further information on examination counselling, how to apply and associated cost can be found on the IFoA's website at https://www.actuaries.org.uk/studying/after-exams/apply-exam-counselling.

6.9 Core Reading and related study materials

We offer core reading, formulae and tables and some other related material to assist you with your assessment preparation. These are available to purchase on the website at https://www.actuaries.org.uk/catalog/core-reading.

6.10 After your assessment sitting

Once you have sat your assessment, you may wish to inform us of mitigating circumstances affecting your sitting. We will consider this in accordance with our Mitigating Circumstances Policy which is available at https://www.actuaries.org.uk/studying/after-exams/mitigating-circumstances.

6.11 Appealing against an assessment result

You have the right to appeal against an assessment result if you have reasonable grounds to do so in accordance with the IFoA's Appeal Policy and Procedure. The timescale for raising an appeal is set out in the IFoA's Appeal Policy and Procedure. We will consider all appeals in accordance with the IFoA's Appeal Policy and Procedure which is available at https://www.actuaries.org.uk/studying/after-exams/make-appeal.

7 Personal and Professional Development and Stage 1 and 2 Professionalism Training

- 7.1 As part of your professional qualification you are required to complete a practical work experience requirement called Personal and Professional Development (PPD). The PPD requirements that you need to comply with are set out at https://www.actuaries.org.uk/studying/practical-work-experience-ppd.
- 7.2 You may be exempt from PPD compliance in certain circumstances as set out on the website.
- 7.3 As part of your professional qualification, you are also required to comply with the Stage 1 and 2 Professionalism Training requirements that apply to you as a Member of the IFoA.

Failure to comply with your PPD requirements

- 7.4 If you fail to meet your annual PPD Requirements once your PPD compliance deadline has passed, you will be charged a £50 administration fee for a three-month extension in which to comply with the applicable PPD Requirements or apply for an exemption to PPD.
- 7.5 If you fail to meet your annual PPD Requirements three-months after your initial PPD compliance deadline, you will be unable to register for future assessments or have any exam exemptions granted, until your non-compliance has been addressed.
- 7.6 If you complete your PPD requirements at any time after your PPD deadline has passed you will be charged a £50 administration fee to update your PPD record and restore your eligibility to sit assessments.

- 7.7 If for any reason you fail to record any PPD for a period of 12 months or more, you will not later be entitled to rely on experience gained either before or during this period for the purposes of satisfying your PPD Requirements as any PPD records previously discounted would be disregarded. We may recognise PPD in such circumstances where we consider it reasonable and proportionate to do so.
- 7.8 For the purposes of compliance with PPD Requirements, your initial PPD compliance deadline will be 12 months from the date on which you first became a member of the IFoA.
- 7.9 You are required to co-operate fully with the IFoA in relation to any audit or correction of your PPD records submitted. Full details of the how we conduct audits on PPD compliance are outlined in the Qualification Handbook.

8 Intellectual Property

- 8.1 All intellectual property rights and copyright in the Curriculum materials and in all other educational and/or professional materials prepared or produced by the IFoA in connection with the delivery of the Curriculum belong exclusively to the IFoA and/or its licensors.
- 8.2 Where intellectual property rights and copyright in any work or materials belong to you, you agree to grant the IFoA a free, irrevocable non-exclusive licence over that work or material to allow the IFoA to complete its commitments to you, for example relating to supervision and assessment or to improve assessment delivery.

9 Our liability to you

- 9.1 Our liability to you is set out in Part 2 of the Agreement (terms and conditions relating to membership).
- 9.2 In particular, your progression through the Curriculum and the award of any qualification is not guaranteed and is dependent on your academic performance. The IFoA accepts no responsibility or liability for individual assessment performance. The IFoA also does not accept responsibility or liability for any assessment or educational services delivered by any third parties.