



National Learner Driver Insurance Driving Instructor, Agreement.

1. Definitions: Throughout this agreement there are words shown in **bold type**. Whenever **we** use these words in the agreement they will always have the following meanings:

Driving Instructor Introducer: A Company / Person whom **we** have accepted into the Program.

Driving Instructor: A person or company whose main business is providing driving tuition.

Customer: Anyone who purchases or pays a **renewal** premium on **our products** who was introduced by **you**.

Fee / Commission: Agreed payment to **you** following an introduction of a **customer** by **you** to **our** website who purchases a **policy** from **our** website.

Renewal: When the **customer** pays in full to **us** a premium to continue the original insurance **policy** taken out with **us** and there have been no breaks in cover.

On Line: Via the internet.

Policy: Any individual **product** purchased by a **customer** where the premium has been paid in full.

Pupil: A person who is receiving driving lessons from **you** or the driving school **you** represent.

Product(s): National Learner Driver Insurance made available by **us**.

We / Us / Our : National Learner Driver Insurance is a trading name of Covered Insurance Services Limited.

You / Your / Yourself: The **Driving Instructor Introducer** entering this agreement.

2. Purpose of the agreement: This agreement sets out the trading terms between **you** and **us**. **You** warrant that **you** have the power to enter this agreement and have obtained the necessary approvals to do so.

Driving Instructor Introducer: Once accepted **you** do not claim any relationship with National Learner Driver Insurance other than being an **Introducer** as per this agreement and may not claim to be employed by **us**, **our** agency, a partner of **us**, claim a joint venture or any other relationship other than as a **Driving Instructor Introducer**.

You wish to introduce or make **your** clients aware of National Learner Driver

Insurance a trading name of Covered Insurance Services Ltd.

Your marketing activity will be limited to advertising **our product** to potential policyholders via links from **your** web site in an agreed format supplied by **us**, and by passing on approved marketing material provided to **you** by **us**.

You agreeing to the terms and conditions of this agreement understand that the selling of insurance is a regulated activity, and agree the following.

You agree NOT to:

1. advise **pupils / customers** in any way on the cover the **policy** may offer, or comment on the **policy** or the covers it offers;
2. make comparisons on similar **products**;
3. pass on marketing material that has not been approved by National Learner Driver Insurance or its representatives to **your pupils / customers**;
4. make statements regarding the **policy** or **product** provided, for example "This is a good policy and will cover all your needs";
5. take payment for insurance from the **customer**;
6. assist **customers** in completing application forms;
7. offer advice to **pupils** who wish to make a claim on their insurance;
8. contact National Learner Driver Insurance on behalf of the **pupils**;
9. admit liability for any claims arising under the Insurance;
10. hold **yourself** out as being regulated by the Financial Conduct Authority in respect of the sale of general insurance products;
11. handle premium.

Fee / Payment Schedule: **We** will pay **you** a fixed **fee** based on each new **policy** purchased.

Renewal Fee / Payment: If **you** have selected **our renewal fee** plan **we** will pay **you** a fixed **fee** when the **client** introduced by **you** renews their National Learner Driver Insurance **policy**.

You agree that the **fee / commission** schedule can be amended by **us** in writing; **we** agree that changes will not affect **policies**, which are already in force.

Fee Payment: Any **fees** due to **you** will be paid within 28 days following the end of each month. The payment will be paid on all **policy's** that have been on cover for 14 days or longer. The payment will be paid directly into **your** bank account. **We** will supply **you** with a statement showing all payments due to **you**, this will be provided by email.

Fee entitlement: **Your fees** will only be paid with respect to activity on **our** site occurring directly through the National Learner Driver Insurance link that will /may appear on **your** website and/or **your pupil** entering **your** NLDI Code on the National Learner Driver Insurance website.

On Line and off line Marketing restrictions: **You** must only use the advertising banners, buttons and marketing materials that have been provided by National Learner Driver Insurance. **You** will not use screen–scraping or similar technologies in conjunction with the National Learner Driver website. **You** will not purchase derivative URLs of National Learner Driver or Covered Learner Driver Insurance. **You** shall not knowingly send any data through **our** link that could contain a virus, worm, Trojan horse or any other harmful component.

Disallowed content: **We** will not allow or tolerate **you** using disallowed content on **your** website. Disallowed content includes but not limited to; sexually explicit material, violence, illegal activity, discrimination and violation of copyright. **We** expressly do not allow **you** to use SPAM emails, SPYWARE, ADWARE or similar techniques to gain internet traffic. **We** reserve the right to monitor **you** from time to time so that **we** can ensure the terms of this Agreement are kept.

Search Engines: Any Pay Per Click (PPC) or similar bidding or marketing campaigns containing **our** brand names (or any variations or misspellings of **our** brand names) on any internet search engines is prohibited. This includes the term Covered Learner Driver Insurance, Compare Learner Driver Insurance, Covered Provisional Driver Insurance, National Learner Driver Insurance, Compare National Learner Driver Insurance, National Provisional Driver Insurance or any variations included in any bidding campaigns and/or URLs linked to any site that has not been given permission to use **our** trademarks. **We** analyse search engine data and search engine results and any company or person violating search engine rules or violating **our** or associated registered trade marks or copyright content of any of **our** sites or marketing material will have been seen to have broken the terms of this agreement and any access granted to use this facility will be removed immediately. Any entitlement to **commission** will also cease immediately.

Copyright / Intellectual Property: National Learner Driver Insurance and Covered Insurance Services owns all copyrights, trademarks, intellectual property rights, know-how or any other rights connected to the service or software necessary for the service. **You** do not acquire any rights or licences whatsoever under this Agreement other than to use links to Linked Websites on the terms of this Agreement.

Repayment of Commission: **You** agree to repay any **commissions** paid in respect of premium refunded on any **policy** where: The **customer** effects their right to cancel the **policy** and receive a refund of the full premium paid; The **customer** is entitled to any part refund of premiums under the terms of their **policy**; **We** agree (at **our** sole discretion) to refund any premium paid by the **customer**; **We** are required to refund any premium paid by the **customer** by any dispute resolution body to which **we** belong or regulatory authority.

Termination of this agreement: This agreement will be terminated when the earliest of the following events occurs: **You** go into liquidation on either a compulsory or voluntary basis; Where a receiver is appointed in respect of the

whole or of any part of **your** assets; In **our** sole opinion **you** or any of **your** employees, agents, servants or representatives acts fraudulently or dishonestly in respect of **your** obligations under this agreement; Unless otherwise agreed between **us** and **you**, **you** or any of **your** employees, agents, servants or representatives is convicted of a criminal offence other than a road traffic offence; **You** cease to carry on **your** business; **You** or **we** terminate this agreement by giving 30 days written notice.

Consequences of termination: Upon termination of the agreement the following procedures occur; **You** will no longer have any authority to market **our** products; **You** will no longer have any authority to introduce **customers** to **us**.

Entire Agreement: These terms and conditions and the resulting agreement between **you** and **us** constitutes the entire agreement between **you** and **us** and supersedes all prior agreements, communications and proposals.

Assignment: **You** may not assign or transfer this agreement or any interest herein, nor shall the same be assignable by operation of law, without **our** prior written consent.

Governing law & jurisdiction: This Agreement is to be treated as made in England according to English Law and subject to the exclusive jurisdiction of the English Courts.

Electronic Acceptance: By ticking the box labeled Terms Of Business And Conditions **you** have confirmed that **you** have read and agree to them. **Your** acceptance will be transmitted to National Learner Driver Insurance.

We suggest that you print a copy of this document for your files.