



National Learner Driver Insurance Driving Instructor, Affiliate Reseller, Introducer Agreement. February 2013.

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:

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

ADI 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.

OnLine: Via the internet.

Policy: Any individual **product** sold to 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 **ADI Driving Instructor, Reseller, Affiliate, 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.

ADI Driving Instructor Reseller Introducer: Once accepted do not gain any relationship with National Learner Driver Insurance other than becoming an **ADI Driving Instructor, Affiliate, Reseller, Introducer** as per this agreement and may not claim to be employed by, **our** agency, a partner of, claim a joint venture or any other relationship other than an **ADI Driving Instructor Affiliate Reseller 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** website in an agreed format, 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. **Not to**, make comparisons on similar products.
3. **Not to**, pass on marketing material that has not been approved by National Learner Driver Insurance or its representatives to **your pupils**.
4. **Not to**, make statements regarding the **policy** or product provided, for example "This is a good **policy** and will cover all of your needs"
5. **Not to**, take payment for insurance from the **customer**.
6. **Not to**, assist a **customer** in completing application forms.
7. **Not to**, offer advice to a **pupil** who wishes to make a claim on their insurance.
8. **Not to**, agree to contact National Learner Driver Insurance on behalf a **pupil**.

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 **pupil** introduced by **you** renews there National Learner Driver Insurance **policy**.

The parties agree that the 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 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** client entering **your** NLDI Code on the National Learner Driver Insurance website.

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: 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 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 the parties, **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 **us** constitutes the entire agreement between **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.

National Learner Driver Insurance is a trading name of Covered Insurance Services Limited (Company No. 05119027) Registered Office 21 LODGE LANE, GRAYS ESSEX. RM17 5RY Mailing Address: Covered Learner Driver PO Box 672 Longridge Preston PR3 8AD0845 519 4969. Covered Insurance Services Limited is an appointed representative of 3XD Limited who are authorised and regulated by the Financial Services Authority registration number 469379. As such Covered Insurance Services Limited is permitted to arrange and deal as an agent of insurers and clients with respect to certain specified non-investment insurance policies. You can check these details on the FSA's Register by visiting the FSA's website <http://www.fsa.gov.uk/register> or by contacting the FSA on 0845 606 1234.