



Covered Learner Driver **intermediary 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:

Customers	Anyone who purchases our products who was introduced by you .
FCA	The Financial Conduct Authority
On Line	Via the internet.
Policy	Any individual product sold to a customer where the premium has been paid.
Product(s)	The learner driver insurance schemes made available by us .
Underwriters	The insurance companies who provide the insurance for our products. We/Us/Our
You/Your/Yourself	The intermediary firm 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.

You agree to market and procure sales of **our products**. **We** agree to administer **our products** that **you** sell to **customers**.

3. Sale of the **products**

You are responsible for the sale of **our products**. **We** will provide support to **you** in the sale of **our products** including making available **our on line** quotation system and providing **on line product** guidelines, email updates about changes to our **products** or new **products** and telephone support.

4. Administration

You agree that **we** are solely responsible for all of the administration of **our products** except for the handling of renewals where **you** are responsible. For the avoidance of doubt, **we** will deal with any direct request from the customer to renew the **policy** and, where **we** do so, **we** will pay commission to **you**.

5. Premiums

You agree that **you** will not quote any premium for **our products** other than those quoted through the correct use of **our on line** quotation system.

6. Claims

- **You** agree that **our underwriters** are solely responsible for all claims administration directly with **customers**
- **You** agree not to make any comment or representation about any claims.
- **You** agree not to settle or agree any claims.

7. Complaints

- **You** are responsible for handling and resolving complaints from **customers** about the sale of **our products** or the actions of **your** employees, agents, servants or representatives. **We** will notify **you** immediately if any such complaints are received by **us**.
- **You** agree to handle all such complaints in compliance with the applicable regulations laid down by the **FCA** and to be responsible for any compensation due to **customers** in respect of these activities.
- **We** are responsible for handling and resolving complaints from **customers** about the administration of **our products**. **You** will notify **us** immediately if any such complaints are received by **you**.
- **We** and **you** agree to provide the other party any such information, assistance and documentation required to resolve any complaints from **customers**.

8. Cross Selling

We agree that **we** will not contact the **customers** to offer any other services without **your** prior consent.

9. Representation and Warranties

- 9.1 **You** agree that **you** will not make any representation and warranties to **customers** that are not confirmed by the standard wording for **our products**.
- 9.2 **You** agree that **you** will not provide any misleading information about **our products** to **customers** or make any unfair criticisms about similar insurance offered by anyone else.
- 9.3 **You** agree that **you** will not use any advertising, promotional or sales literature describing **us** or the **underwriter** that **we** have not supplied or approved in writing.
- 9.4 **You** agree that **you** will not use **our** logo or the **underwriters** logo for without **our** prior written approval.
- 9.5 **You** agree that **you** will not represent **yourself** (or permit any of **your** employees, agents, servants or representatives to represent themselves) as employees of **us** or employees of the **underwriters**.

10. Financial Services Authority

- 10.1 **You** agree to adhere to the procedures laid down by the **FCA** for the sale of **our products** and any onward servicing which **you** are involved with.
- 10.2 It is **your** responsibility to ensure **you** remain authorised by the **FCA** to carry out the insurance activities required to fulfil **your** obligations under this agreement.
- 10.3 **You** agree that should **you** not remain authorised by the **FCA** for insurance activities that **we** will immediately become responsible for servicing of the **customers** in respect of **our products**, unless **you** and **us** other agree in writing to transfer the servicing rights to another intermediary.

11. Professional Indemnity Insurance

You agree to maintain professional indemnity insurance cover in connection with **your** rights and obligations under this agreement which will cover:

- Any liability arising from any act, error, omission (including negligence) by **you** or any of **your**
- employees, servants or agents;
- Any dishonest or fraudulent acts or omissions; and
- Any award of compensation incurred by any regulatory body or any dispute resolution body to which **we** belong arising out of any default, action, omission or breach committed by **you** or any of **your** employees, servants or agents.

12. Websites

Where **you** detail **our products** on **your** website, **you** agree to seek **our** prior written approval of any information about **our products** which is included and to provide a hyperlink to **our** website.

13. Commission

- 13.1 **We** agree to pay commission any **policy** sold under this agreement at the rate agreed from time to time.
- 13.2 **You** may deduct commission due from the gross premium collected by **you** on **our** behalf.
- 13.3 **We** agree that any changes to commission rates will not affect **policies** which are already in force.

14. 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.

15. Invoicing and Risk Transfer

We will invoice **you** for the premium collected less commission due at the end of each calendar month. **You** agree to settle the invoice within 21 days of receipt.

If **you** hold permissions from the **FCA** to hold client monies these must be placed in trust for the **underwriters** in an account that meets the requirements laid down by the **FCA** from time to time and may be held with other insurer/client monies in accordance with **FCA** rules.

If **you** do not hold permissions from the **FCA** then, pending payment to **underwriters**, **you** may hold insurance money as an agent of the **underwriter** either:

- In a bank account used only for **premiums** held for insurance business; or
- Within a client monies account placed in trust for the **underwriters**

Funds held on behalf of the **underwriters** may be co-mingled with other client monies.

If **you** do not settle **your** invoice within the agreed period **we** may close access to **our** website until the matter is resolved.

16. Termination of this agreement

This agreement will be terminated when the earliest of the following events occurs:

- 16.1 **You** go into liquidation on either a compulsory or voluntary basis.
- 16.2 Where a receiver is appointed in respect of the whole or any part of **your** assets.
- 16.3 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.
- 16.4 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.
- 16.5 **You** cease to carry on **your** business.
- 16.6 **You** cease to be authorised by the **FCA** for insurance activities.
- 16.7 **You** or **we** terminate this agreement by giving 30 days written notice.

17. Consequences of termination

Upon termination of the agreement the following procedures occur:

- 17.1 **You** will no longer have any authority to market **our products**.
- 17.2 **You** agree to immediately cease to access the intermediary area of **our** website.
- 17.3 **We** will become responsible for the servicing of **customers** in respect of the **products**.

18. Commission payments upon termination

Provided that the termination of this agreement is not brought about as a result of clauses 16.1 to 16.4 commissions will continue to be paid to **you** whilst the **policy** remains in force, unless **we** are required to cease payment of commission by law or by any regulatory requirement.

19. Non Compete

During the term of this agreement and for 12 months following the termination **you** agree that **you, your** employees and any associated businesses and employees will not copy or develop any of the intellectual property or sales processes contained within any **our products** or develop similar **products** or a competitive service that plan to compete with us. For the purpose of this clause a competitive service means goods, services or a process that is identical or similar to or competitive with the Covered Learner Driver motor insurance policy.

20. Search Engines

Any Pay Per Click 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, 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.

21. Miscellaneous

- This agreement supersedes any prior agreement between the parties and any such agreements are cancelled without affecting any rights that have already accrued to either of the parties.
- Any notice served on **us** must be made in writing to **our** registered address and can be delivered by hand, email, first class post or recorded delivery only.
- Any notice served by **us** must be made in writing to the last know address **we** have for **your** business and can be delivered by hand, email, first class post or recorded delivery only.
- Any notice will be deemed to have been served if delivered by hand, at the time of delivery or where delivered by email, first class post or recorded delivery, 48 hours after posting.
- No delay or failure (whether express or implied) or any partial exercise of its rights by one of the parties in enforcing against the other party any of the provisions of this agreement for any breach of or default in performing any of those provisions shall constitute a waiver of this agreement and shall not prevent the waiving party from enforcing any of the other provisions of this agreement or from acting upon any subsequent breach of or default by the other parties hereto under any of the provisions of this agreement.
- This agreement and all rights and obligations hereunder are personal as to the parties hereto and neither of the parties shall assign or attempt to assign any such rights or obligations.
- This agreement may be relied on only by the parties and it is not intended to be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999 by any other party.
- If any provision of this agreement is found by any court or administrative body of competent jurisdiction to be void or unenforceable, it shall be deemed to be deleted from this agreement and the remaining provisions in this agreement shall continue in full force and effect.
- The parties are free to choose the law applicable to this agreement. Unless specifically agreed to the contrary this agreement shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England.

This document is intended for use by 3XD registered intermediaries and should not be issued to the general public

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