

# MARKETING AGREEMENT FOR INTRODUCERS

This **Agreement** is made between Maintenance Direct Insurance Services Ltd (**MDIS**), Unit 3 Chapel Court, 126 Church Road, Hayes, UB3 2LW, trading as Cover-4-Less, and your company who are acting as an **Introducer**.

## GENERAL

The **Introducer** introduces Customers to **MDIS** relating to the sale of general insurance products. The parties wish to regulate such introductions together with the payment of commission by **MDIS** to the **Introducer** for the **Product(s)** sold to **Customers** introduced by the **Introducer**.

## INTERPRETATIONS AND DEFINITIONS

- "Customer" shall have the meaning set out in the FCA rules (as amended from time to time), and whether these are existing or potential Customers.
- "FCA": means the Financial Conduct Authority.
- "GDPR" means the General Data Protection Regulations as enacted under the Data Protection Act 2017
- "Policy" means any Product or contract of insurance.
- "Product": means the product(s) and/or classes of insurance introduced.
- "Premiums": means the total amount payable by a Customer to an insurance company for a Policy as set out in an insurer quotation and before any deductions and inclusive of Insurance Premium Tax (and ignoring any and all Company fees or charges).

**IT IS HEREBY AGREED** as follows:-

### Introducer's Duties

- 1) The **Introducer** shall introduce Customers to MDIS for general insurance Products and shall not use any advertising, marketing or Product documentation to introduce Customers to Products other than those supplied by MDIS.
- 2) The **Introducer** acknowledges that the activities it performs in introducing Customers to **MDIS** shall be limited strictly to displaying or giving / sending out leaflets and/or other promotional literature provided by **MDIS** and providing to the customer simple contact details for **MDIS**.

For the avoidance of doubt the **Introducer** shall **not**

- i) recommend any product or insurer to the Customer; discuss the level of insurance cover needed, explain the Product(s) and/or Policy details and cover, and/or discuss the comparison of terms and cover between Product(s) and/or Policies. The **Introducer** should not advise a Customer to take out, or not take out, a Policy or any other FCA-regulated contract(s) or take any action which might reasonably lead a Customer to believe it has received advice or that the Introducer is permitted to give advice.
  - ii) deal, arrange or discuss with Customers their risk details, renewal, or in any aspect thereto.
  - iii) help a Customer complete an application/proposal form or claim form or complete one on their behalf, forward application/proposal forms or claim forms to **MDIS** (or to an insurance company directly) or notify **MDIS** (or an insurance company directly) of a claim the Customer wishes to make.
  - iv) agree to buy a Product on the Customer's behalf or conclude sales on behalf of **MDIS** /insurance company;
  - v) accept payment of premium from the customer or deal, arrange or discuss with Customers any mid-term adjustments and whether or not such policy changes involve an additional or return premium
- 3) The **Introducer** acknowledges that it is not undertaking activities regulated by the FCA, and undertakes not to hold itself out as being directly regulated by the FCA.

### MDIS's Duties

- 1) Claims handling relating to all policies sold and all policy related administration and dealing with all complaints related to such policies.
- 2) Payment of commission to the **Introducer** in a timely fashion.

### Commission

**MDIS** agrees to pay the **Introducer** commission on Policies sold to Customers and introduced by the **Introducer** at the commission rates set out in and in accordance with **Schedule A** of this Agreement. The commission payable by **MDIS** to the **Introducer** in accordance with Schedule A shall be paid within 30 days following the last day of the month in which **MDIS** received payment of the Premium from the Customer and paid the insurer the net premium under **MDIS's** standard insurance accounting practice. **MDIS** shall be entitled to alter or replace the rates in **Schedule A** from time to time by giving 30 days' notice in writing to the **Introducer**.

### Termination & Effect of Termination

This Agreement may be terminated at any time by either party, giving 30 days' notice without prejudice to the completion of the transactions already initiated. The parties agree that in the event of termination **MDIS** shall be entitled to invite renewals to Customers introduced and the **Introducer** shall not be entitled to commission on all or any such Policies renewing.

### Relationship

Nothing in this Agreement shall be deemed to constitute a partnership, association, joint venture or other co-operative enterprise between the parties nor to constitute either party the agent of the other for any purpose unless specifically defined in another section.

### Governing law

This Agreement shall be governed by and construed in accordance with the laws of England. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction.

### Confidentiality

The **Introducer** shall keep the terms of this agreement strictly confidential and agrees not to disclose, communicate or otherwise make public its terms to anyone other than as may be required to be disclosed by law or the requirements of any regulatory authority.

### Entire Agreement

This Agreement sets out the entire agreement between the parties and supersedes all prior discussions between them or their advisors and all statements, representations, terms and conditions, warranties, guarantees, proposals, communications, and understandings whenever given and whether orally or in writing.

### Data Protection and Information Security

The parties agree to abide by the GDPR and Data Processing Legislation and shall maintain appropriate registration with the Information Commissioner's Office (ICO), as required by Law.