

Partner Application Form

Company details

Registered Company name: _____

Trading Name (If different): _____

Address: _____

Postcode: _____

Tel: _____

Email: _____

Website: _____

Company registration number (If Ltd): _____



Sales Department Line: 08448 540 432

Email: salesupport@dataselect.co.uk

For office use only

Commission type:

Annual Upfront Policies ☐

Ongoing ☐

Notes: _____

Type of Business: (please select)

IT Retail ☐

Online Store ☐

IT Support ☐

Service & Repairs ☐

B2B ☐

Other ☐ (please specify) _____

Forecast of monthly policies sold: Units Sold: _____

I confirm I have read, understood and agree to the terms and conditions overleaf.

Name: _____

Signature: _____

Date: _____

Position: _____

Fast track payment - Commissions paid electronically

Electronic payments will mean quicker money receipt. To avoid future delays please complete and email magda@supercoverinsurance.com or fax 0871 2223228. You will still receive a copy of your monthly statement as usual.

Company Name / Trading Name: _____

Company's bank account details:

Account Name:

Sort Code: _____

Account Number: _____

Signature:

Date: _____

Position:

*Don't forget that all your insurance customers now get **free mobile data back up!** Try it yourself, it's extremely easy to use and backs up all your contacts in minutes. All you have to do is go to www.supercoverinsurance.com and click on the contacts backup icon. If you have any questions please contact our sales team on 0208 960 4191.*

Terms and Conditions

1 Parties

- 1.1 Supercover Insurance Ltd (hereafter referred to as SI) company registration number 03058631 whose registered office is situated at 602 Cumberland House, 80 Scrubs Lane, London, NW10 6RF.
- 1.2 The reseller is hereafter referred to as **the Agent**.

2 Agreement

- 2.1 **The Agent** wishes to exclusively market the 'Products' specified in Schedule 1 and **SI** has arranged facilities to allow **The Agent** to offer insurance policies.
- 2.2 The provisions of this Agreement and Terms and Conditions shall apply with effect from the date of this Agreement and Terms and Conditions and, subject to the provisions of clause 9.1 below, shall continue in force indefinitely thereafter until terminated at any time by either party giving not less than two months prior written notice not to be exercised before the first six months of the start of this agreement

3 The Agent's Obligations

- 3.1 **The Agent** shall:
- 3.1.1 Act in the utmost good faith towards **SI**;
- 3.1.2 Keep proper records and accounts of which **SI** will have the right to inspect;
- 3.1.3 **The Agent** shall at all times ensure that **SI**'s insurance products are sold fairly and that all customers are aware that they are subscribing to **SI**'s insurance and are given a copy of the terms and conditions of the insurance, or a copy of **SI**'s key facts (to be supplied by **SI**) Failure to do so will be considered a material breach of this Agreement and Terms and Conditions

4 SI's Obligations

- 4.1 **SI** shall:
- 4.1.1 Act in the utmost good faith towards **The Agent**;
- 4.1.2 Keep proper records and accounts relating to the agents customers, which the agent will have the right to inspect as per Point 11 of this agreement.
- 4.1.3 Arrange, administer and issue the Policies;
- 4.1.4 Handle claims in accordance with the agreement with the underwriter
- 4.1.5 Seek and maintain approval by the FSA to undertake general insurance business;
- 4.1.6 Maintain its FSA authorisation, number 313806.

5 Compliance

- 5.1 Both parties will be responsible for ensuring that at all times its staff, delegates and sub-agents, its activities and all documentation prepared by it complies with and satisfies the requirements of all relevant laws, regulations and in particular the Data Protection Act 1984.
- 5.2 The Parties shall notify the other and the underwriter promptly on becoming aware of the same of any changes required to the other's documentation or procedures as a result of any law, regulations or other standards applicable.

6 Database and Data

Customer ownership remains with **The Agent**. **SI** will not market any products whatsoever to any customers of **The Agent**.

7 Commission

- 7.1 During the term of this agreement **SI** shall pay commission to **The Agent** for bona fide customers introduced to **SI**.
- 7.2 The commission shall be paid after receipt of the customer's first Direct Debit payment to **SI** or after receipt of the annual premium if the customer pays annually.
- 7.3 Commission will be paid one month in arrears. Standard commission payments will be calculated at a rate of 25% of the net premium.

8 Termination

- 8.1 **SI** shall be entitled to terminate this Agreement and Terms and Conditions immediately, suspending business straight away, with no notice in writing to the other party if;
- 8.1.1 **The Agent** has committed a material breach of its obligations under the Agreement and Terms and Conditions and that breach is not remedied within 14 days after written notice has been given to such party specifying the breach and indicating the notifying party's intention to terminate this Agreement if the breach is not so remedied, or the other party has committed persistent breaches of its obligations and continues (after requests not to do so and notification of intention to terminate if persistent breaches do not cease) to commit persistent breaches;
- 8.2.1 Either party shall be entitled to terminate this Agreement and Terms and Conditions by notice in writing to the other party if;
- 8.2.2 the other party has passed a resolution for winding up (save for the purposes of amalgamation or reconstruction on terms agreed by the other party) or suffered a winding up order being made against it;
- 8.2.3 a receiver or administrator is appointed or an encumbrance takes possession of the undertaking or assets (or any significant part of them) of the other party; or
- 8.2.4 the underwriter withdraws authority to underwrite bicycle insurance policies and **SI** is unable to find an alternative insurer; or
- 8.2.5 the other party is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or ceases to or threatens to cease to carry on its business;
- 8.2.6 On termination of the Agreement and Terms and Conditions (howsoever occasioned) **The Agent** shall: not at any time disclose to any person or use for any purpose and shall use its best endeavours to prevent the publication or disclosure of any confidential information in relation to the services provided under this Agreement and Terms and Conditions save where such disclosure is required by law or by any regulatory or Government body having jurisdiction over it or where such information has come into the public domain.

9 Termination Consequences

- 9.1 **SI** will as from the date of termination cease to provide services to **The Agent**.
- 9.2.1 **SI** will as from the date of termination cease to pay any commission to **The Agent**

10 Force Majeure

- 10.1 Neither party shall be under any liability to the other party for any delay or failure to perform any obligation (except a failure to pay charges or other sums payable under the Agreement and Terms and Conditions) if the same is wholly or partly caused (whether directly or indirectly) by circumstances beyond its reasonable control.
- 10.2.1 If either party reasonably expects that it will be delayed or will fail to perform any obligations by reason of such circumstances, it shall notify the other party in writing of the reason for the delay or failure and the likely duration of any delay or failure and the parties shall forthwith consult as to what actions should be taken.

11 Audit

- 11.1 **SI** will be permitted or the underwriter on no less than 14 working days' notice and on reasonable grounds, other than in the event of allegations amounting to gross misconduct or fraud where no notice will be required, to attend its offices to view the relevant documentation and records and have access to such offices and personnel as the parties shall agree to ensure that the terms of this Agreement and Terms and Conditions are being adhered to.

12 Confidentiality

- 12.1 Each party shall abide by the terms and conditions and duties of confidentiality set out in

13 Law and Jurisdiction

- 13.1 This Agreement and Terms and Conditions shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

14 Severance

- 14.1 In the event that any provision of this Agreement and Terms and Conditions is declared by any individual or competent authority to be void, voidable, illegal or otherwise unenforceable the parties shall amend or sever from this Agreement and Terms and Conditions that provision in such reasonable manner as achieves the intention of the parties and the remaining of the Agreement and Terms and Conditions shall remain in full force and effect.

15 Waiver

- 15.1 The failure by either party to enforce at any time or for any one or more of the terms and conditions of this Agreement and Terms and Conditions shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement and Terms and Conditions.

16 Disputes

- 16.1 Any dispute or difference to be determined by this clause shall initially be escalated internally and if unresolved, be determined by an independent expert who shall be nominated by the President of the Law Society. The parties shall in full, fairly, voluntarily and in good faith disclose to the expert all their activities which may be relevant to the expert's determination and so promptly answer any enquires of or provide any information or documents requested by the expert. The expert shall be appointed by agreement of the parties or, in the absence of the other party agreeing to a written suggestion within seven days, by the President of the Law Society (or such other official as the said Council or President may direct) on the application of either party. The costs of the expert and the costs of the parties incurred in such determination shall be paid as directed by the expert.

17 Assignment

- 17.1 The benefits and burden of this Agreement and Terms and Conditions are personal to the Parties and neither party may assign charge or deal with the same without previous written consent of the other.

18 Expenses

- 18.1 Except as otherwise provided in this Agreement and Terms and Conditions, each party shall pay its own expenses incurred in performing its obligations and complying with the terms of this Agreement and Terms and Conditions.

19 Variation

- 19.1 This Agreement and Terms and Conditions may be varied by written agreement between the parties signed by representatives duly authorised for this purpose.

20 Notices

- 20.1 Any notice to be given pursuant to the terms of this agreement and Terms and Conditions must be given in writing to the party due to receive such notice at the registered office.

21 Definitions

- 21.1 'Confidential Information' means any or all material, data, assistance, strategic planning or other information relating to a party hereto, which is marked or verbally agreed to be "confidential", but not information which is or comes into the public domain other than through breach of this Agreement and Terms and Conditions, or is already in the possession of or is obtained by the other party hereto from a third party without obligation of confidentiality.
- 21.2 Business Relationship' means any and all business, work or other transactions undertaken by either party for or on behalf of the other pursuant to this Agreement and Terms and Conditions.

22 Duties of Confidentiality

- 22.1 In consideration of its providing Confidential Information to the other party from time to time, and save where the parties have expressly agreed to the contrary in writing, each party under the terms and conditions of this Agreement and Terms and Conditions hereby:-
- 22.2 Undertakes to keep confidential, every part of the Confidential Information (including any copies containing the Confidential Information) and any other information acquired by virtue of the Business Relationship relating to the other's business methods, activities and transactions and shall not disclose the same to any other person, firm or company whatsoever at any time except as expressly and/or implied provided under the terms of this Agreement and Terms and Conditions.
- 22.3 Will ensure that access to the Confidential Information is restricted to only those of its employees as are reasonably required to ensure the proper carrying out of the Business Relationship for which the Confidential Information has been supplied to it and will further ensure that every such employee is made aware of the obligation of confidence imposed by this Agreement and Terms and Conditions.