

Marmalade Terms of Business Agreement

1. Accepting our Terms of Business:

Throughout this Terms of Business document, references to 'we' 'us' and 'our' are references to Marmalade (which is a trading style of Provisional Marmalade Limited). For your own benefit and protection, you should read these terms carefully as this document outlines important information of which you should be aware.

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact our Customer Services Team on 0333 358 3441 or by email to familycar@marmalade.co.uk or in writing to:

Marmalade
Marmalade House
Alpha Business Centre
Mallard Road
Bretton
Peterborough
PE3 8AF

Calls may be recorded for training, monitoring and reviewing purposes.

2. Regulation:

Provisional Marmalade Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 542063. You may check this on the Financial Services Register by visiting the FCA's website, www.fca.org.uk/register or by contacting them on 0800 111 6768.

3. What we do:

Marmalade is committed to treating you fairly and responsibly in all of our dealings with you. Our service includes but is not limited to arranging, processing your insurance and handling any changes you may wish to make to your policy.

If you chose to take out, amend, renew or cancel your policy with us whether through our website, by written correspondence (including email) or over the phone then you will do so on a non-

advised basis. This means that we will provide you with information in order for you to make an informed choice about any insurance transactions you chose to make with us.

You agree to receive your policy documents, including your certificate of insurance, electronically where it is appropriate for you to do so.

4. Your Responsibilities:

It is an offence under the Road Traffic Act (1988) to make any false statement or withhold any requested information for the purposes of obtaining a Certificate of Motor Insurance. Failure to ensure that the information is true and complete may mean that your policy does not operate in the event of a claim and you may have difficulty in obtaining insurance in the future or experience extra cost in doing so.

You must tell us immediately about any changes that may affect your policy cover. If we are not informed of any changes this may affect your ability to claim under your policy.

Here are the changes you must tell us about:

- If you change your car
- If you change your address, or where you normally keep your car
- If you make any changes to your car that make your car different from the manufacturer's standard UK specification
- If you want to use your car for a purpose not permitted in your Certificate of Motor Insurance
- If you are convicted of a criminal or motoring offence including fixed penalty notices
- If you have a prosecution pending for any motoring offence
- If there is a change in your annual mileage
- If you become unemployed or change occupation, including any part-time work
- If you change your name due to marriage or Deed Poll

- If there are any changes made to the status of your driving licence
- If you become aware of any physical or medical condition which may affect your ability to drive.

By accepting our Terms of Business you are acknowledging that it is an integral part of this scheme that a Telematics device is fitted to your vehicle. As a result you agree to the following Marmalade principles:

- The car will be driven in a safe and legal manner.
- You (the Policyholder) agree to provide an accurate way for us to send you notifications about the standard of your driving and that you agree to receive these notifications.
- You (the Policyholder) agree to a parent/guardian and additional drivers receiving the above notifications and having access to the Marmalade driver's dashboard.
- You acknowledge that any tampering with the Telematics device will result in immediate cancellation of your policy and that we reserve the right to reclaim any costs associated with recovering and/or repairing the device
- You agree to make any other drivers of the vehicle aware that a telematics device is fitted to the vehicle and data recorded on those journeys will be visible to Marmalade.
- You agree that in order to take out Marmalade Named Young Driver Insurance you will be required to register each journey that you (the policyholder) take in the vehicle by an application on your phone, and that this is only available for Iphone and Android devices. If you do not own one of these devices we will be unable to provide insurance under this policy.

5. Use of Personal Data:

We are totally committed to respecting and protecting your privacy. Please read our **Privacy Policy** to understand how we shall comply with the requirements of current data protection laws in effect from time to time, including **The General Data Protection Regulation (EU) 2016/679**

6. How we use the data that is collected by our Telematics Device:

Collection, processing and storage of data.

Data is collected and processed by the Telematics device in respect of every vehicle journey made. This data is transferred to the Telematics provider and approved third parties and is securely stored. The data will be retained for as long as necessary.

All data will be stored in a secure manner by the receiving parties and may be stored outside of the European Union if required. Should information be stored outside the European Union, it will meet European Union data security standards.

The data collected will include a broad range of data relating to your vehicle (location, mileage, speed, braking, accelerating, cornering, etc). Data relating to your vehicle's location may be collected on a real-time basis and the information made available to you by the Telematics provider. In the event of your vehicle being stolen, you can provide that information to us, the police or other third parties to assist in the recovery of your vehicle.

Disclosure and use of the data

By choosing this insurance you are giving written authorisation for the data to be disclosed and used as follows:

The Telematics device provider will:

- Analyse the data to determine driving risk scores and where required, pass reports on the use of your vehicle to us;
- Have visibility of high risk driving incidents and carry out de-personalised analysis of all data collected.

We will:

- Receive and process information relating to the use of your vehicle from the Telematics device provider;
- Receive and analyse data relating to your vehicle in the event of a claim;
- Offer general processing and storage by approved third parties in relation to providing this service to you

Further details of the interpretation and use of data is set out in the policy booklet.

7. Your Journeys:

Journeys are categorised into three levels based on the driving risk score:

- Green journeys will result in no action being taken or cancellation;
- Amber journeys will result in no action being taken or cancellation;
- Red journeys may result in cancellation of the policy;
- A driving risk score of 100% represents a perfect journey.

We categorise our driving risk scores as follows:

- 100% to 76% Green journey;
- 75% to 55% Amber journey;
- A score under 55% represents a Red journey.

You and the registered keeper of the vehicle will be alerted to a red journey by e-mail and SMS text message and requested to review your journeys on the internet portal. You will also be advised of the next steps, which may, in the event of multiple red journeys, include notice that we will be cancelling your policy.

Driver Caution process

Caution notice

A message sent to you and the registered keeper of the vehicle following a red journey setting out the consequences of that red journey under the caution process.

Caution process

The process through which we may issue caution notices in the event of a red journey.

Advisory caution notice

You are permitted one red journey before entering the caution process. After this first red journey, you will receive an advisory caution notice e-mail and SMS text message informing you of the first red journey and including a reminder of the caution process.

Subsequent red journeys

Subject to the 24 hour review period, once you have received a first advisory caution notice, the next red journey will result in you entering the caution process. You and the registered keeper of the vehicle will receive a caution notice informing you of the consequences of a further red journey within the specified time period.

For full policy terms and conditions, please see the policy wording.

8. Handling Money

We act as agents of the insurer in collecting premiums and handling refunds due to clients. Such monies are deemed to be held by the insurer(s) with which your insurance is arranged.

9. Complaints and Compensation

We aim to provide you with a high level of customer service at all times, but if you are not satisfied, please contact our Complaints Officer, at the address shown above. When dealing with your complaint, we will follow our complaint handling procedures. A summary of these procedures is available on request. If you are still not satisfied, you are entitled to refer the matter to the Financial Ombudsman Service (www.financial-ombudsman.org.uk). You are also able to use the EC On-line Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/> who will notify FOS on your behalf.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim without any upper limit. For compulsory classes of insurance (such as Third Party Motor or Employers Liability), insurance advising and arranging is covered for 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on 0207 892 7300 or <http://www.fscs.org.uk/>.

10. Cancellation Procedure

If Marmalade or our underwriters cancel the policy, we will refund the part of the initial premium, payable by you, that has not been used and no cancellation fees apply.

Cancelling within the Cooling off period

If you cancel the policy within the 14-day cooling off period, we will refund the part of the initial premium, payable by you, that has not been used and no cancellation fee will apply.

If there has been a loss claim there will be no refund.

Cancelling outside of the Cooling off period

If you cancel the policy after the cooling off period, we will refund the part of the initial premium, payable by you, that has not been used and a cancellation fee of £150 will apply.

If we declare your policy void on the grounds of fraudulent activity, we will be entitled to keep any premium you have paid.

If there has been a loss claim the full annual premium is payable.

11. Fees and Charges relating to the Telematics device

We are committed to ensuring that all our customers are clear what we are charging them for and when. We have set out clearly below our fee schedule:

Description	Fee
Initial Fitting of device*	£0
Customer misses an arranged appointment without giving at least 24 hours' notice*	£50
Removal of device at the customer's request*	£65
Refitting box following a change of vehicle*	£50
Replacing a Faulty Device	£0
Charge if device found not faulty	£50
If car is modified, converted, customised or is in an unfit state to install a device and decide not to fit one	£50
If the customer damages or tampers with their device	£150
If a new device has to be supplied following a change of vehicle, and the previous device is not available to be refitted.	£149
If a Mid Term Adjustment is made on your policy, resulting in an additional premium charge	£15 + IPT
If a Mid Term Adjustment is made on your policy resulting in a refund of premium that is more than £15	£15 + IPT

*Does not apply in cases where an OBD box has been supplied with the policy.

12. Additional Payments or Refunds

You will be informed of the total price to be paid, including any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded.

We reserve the right to apply a 2.5% transaction charge of the total amount payable for any payments made by credit card.

If you pay for your insurance policy by monthly direct debit and have a claim, you are required to continue paying your monthly direct debits or settle the outstanding balance in full. Failure to do so may result in your claim not being settled by the insurer until payment for the policy has been received.

13. Debt Collection Procedure

In the event that any premium/and or fees remain outstanding to us, we may refer your debt to a debt collection agency and/or the company solicitor. The debt collection agency and the company solicitor may make further charges to recover any balances outstanding.

14. Renewing your Policy

For your protection shortly before the renewal of your policy, we will send you a renewal invitation, which contains information on the premium due and the details we hold. It is important you check the information we hold is accurate and you inform us of any changes in your circumstances. If you are happy with your renewal quote there may be nothing further for you to arrange. Details of whether or not your policy will be automatically renewed will be confirmed on your renewal invitation together with your payment options. If you do not wish us to renew your policy automatically, please inform us at any time up to 7 days before your renewal date. If we do not hear from you to the contrary, we will take this as your authority to accept the renewal terms, and will accept on your behalf the policy offered. Please note that if we confirm your policy will not be automatically renewed, cover will cease on your renewal date unless you contact us beforehand to make a payment.

15. Fraudulent and False Claims

If you knowingly make a claim that is false or fraudulent in anyway, your policy will become void and no payment will be made against the claim.

16. No Claims Discount

If you have informed us that you are entitled to No Claims Discount but this is not validated with the relevant proof, your policy may be subject to an additional premium, it may be cancelled or be made null and void from the inception date of your policy.

17. Applicable Law

English law applies to your relationship with us. Similarly, unless you and your insurer agree otherwise, English Law applies to your relationship with your insurer and your insurance contract.