

PAY AS YOU GO POLICY BOOKLET



Underwritten by
ageas.

 **marmalade**

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USEFUL TELEPHONE NUMBERS

To make a claim, call **0333 358 0258**

Please add this number to **your** mobile phone.

The claims helpline is open 24 hours a day, 365 days a year.

If **you** have any questions about this policy booklet or any documentation **you** have or **you** wish to make a change to **your** policy, please call **your insurance adviser**, **you** will find their details on **your schedule**. **We** may record or monitor calls for training purposes, to improve the quality of **our** service and to prevent and detect fraud.

PROTECTION AGAINST FRAUD

Insurance fraud has an impact on both us and our customers, so we take certain measures to prevent it.

A person is committing fraud if they or anyone else insured by this policy or acting on their behalf knowingly:

- Provide answers to **our** questions which are dishonest, inaccurate or misleadingly incomplete
- Mislead **us** in any way for the purpose of obtaining insurance, or more favourable insurance terms, or a reduced premium or to influence **us** to accept a claim
- Make a fraudulent or false claim in full or in part:
 - By providing false information in order to influence **us** to accept a claim;
 - By exaggerating the amount of the claim; or
 - By supplying false or invalid documents in support of a claim.

If **we** find that fraud has been committed **we** will have the right to:

- Void the policy and may not refund any premium
- Refuse to pay the whole of a claim if any part is in any way fraudulent, false or exaggerated
- Recover any costs incurred by **us**, including investigation and legal costs
- Recover the cost of any previously paid claims

In addition, **we** may:

- Inform the police, which could result in prosecution
- Inform other organisations as well as anti-fraud databases

STAY INSURED, STAY LEGAL

Check your registration details

It is vital that the registration mark of **the car** is correctly shown on **your** policy. If this is incorrect, **the car** may not appear on the Motor Insurance Database (MID) and this could lead to **the car** being seized by the authorities. Please let **us** know immediately if **your** registration mark is showing incorrectly on **your** documents. It is a legal requirement in Great Britain to have continuous insurance in place for **the car** and if there is no record on the MID showing **the car** is insured and **you** have not declared it as 'off road' by completing a SORN (Statutory Off Road Notification), **you** may receive a letter from the DVLA advising that **you** could receive a fine or prosecution and **the car** could also be clamped, seized and ultimately destroyed. **You** can check that details held about **the car** on the MID are correct by visiting www.askmid.com.

WHAT TO DO IF YOU HAVE AN ACCIDENT

The Law

- **You** must stop if **you** are involved in any incident involving an injury to any person or certain animals, or if other vehicles or roadside property are damaged. If **you** own **the car**, **you** must give **your** name, address and insurance details to anyone who has a good reason for asking. If **you** do not own **the car**, **you** must give the owner's name and address and the registration number of **the car**.
- If there is an injury or **you** do not give **your** details to anyone at the scene, **you** must report the incident to the police within 24 hours and present **your certificate of motor insurance** within five days.

To help with the claims process

- Do not apologise or admit fault.
- Try to collect the following information to give to the claims helpline as this will help **us** to speed up **your** claim:
 - Full details of the other drivers, including their phone numbers, and the registration numbers of all vehicles involved. This will allow **us** to contact anybody else involved straight away and, if **you** are not at fault and **we** manage to recover any money that **we've** paid in full then **your** no claim discount will not be affected.
 - Injuries caused.
 - Property damage.
 - Witnesses (if there are any).
 - Police officers and report references.
 - Full details of what happened.
 - Taking photos with a camera or mobile phone can help to confirm certain accident details.

WHAT TO DO IF YOU HAVE AN ACCIDENT Continued

Next steps

Call the 24 hour claims helpline on: **0333 358 0258**

There will be a phone number on all correspondence from **our** claims department for **you** to call if **you** need to contact **us**. Please remember to have **your** claim number ready when **you** call.

Please remember to remove all personal belongings from **the car** before it is taken for assessment or repair.

Please read 'How **we** will settle **your** claim under sections A or B' for information on what to expect.

Important note

We, Ageas Insurance Limited, are not responsible for recovering **your** uninsured losses such as **your** policy **excess**.

WHAT TO DO IF YOU NEED TO MAKE A CLAIM

Call 0333 358 0258

The claims helpline is open 24 hours a day, 365 days a year

Remember to save this number in **your** mobile phone so that **you** will have it available if **you** have an accident.

We may record or monitor calls for training purposes, to improve the quality of **our** service and to prevent and detect fraud.

Start of the claims process

If **the car** is involved in an incident or **you** need to make a claim, please phone **us** as soon as possible.

To help **us** deal with **your** call efficiently, please have **your** certificate of motor insurance and details of the incident with **you** when **you** call. If **you** are at the scene of the accident when **you** call **us** and do not have **your** certificate of motor insurance with **you**, please give **us the car** registration number.

We will validate **your** claim and discuss with **you** how **your** claim will be progressed.

WHAT TO DO IF YOU NEED TO MAKE A CLAIM Continued

Approved repairer service for an incident within the geographical limits	
Repairs	If damage to the car is covered and it can be repaired, we will arrange for one of our approved repairers to contact you to arrange to collect the car . Workmanship repairs made by our approved repairers are guaranteed for as long as the car continues to be owned by the current owner . Manufacturer parts are typically guaranteed for one year.
Authorisation	You do not need to get any estimates, and repairs can begin immediately after we have authorised them.
Delivery	When the work is done, our repairer will contact you to arrange a convenient time to deliver the car back to you or the current owner .
Paying for repairs	We will pay the repair bill. All you need to do is pay any policy excess directly to our repairer when they deliver the car back to you .
If the car cannot be repaired	If the car cannot be economically repaired, we will offer the current owner a settlement amount within one week of the date we receive the engineer's report. Once this amount is agreed, we will send the current owner a payment within one working day of receiving satisfactory vehicle documents. If the car is a total loss (a write-off), you must send in all the original documents that we ask for (for example, the car registration document (V5C) and the current MOT certificate). We will arrange for an appointed salvage agent to collect the car to dispose of it. Please remember to remove any personal belongings from the car before it is collected.

DEFINITIONS

Throughout this policy certain words and phrases are printed in **bold** type. These have the meanings set out below.

Amber journey

A **trip** classified as having a combination of both low and high risk factors, where a **driving behaviour** score of two stars has been achieved.

App

The telematics application **we** provide to **you**, which has been designed to record and transmit information about **your driving behaviour** and which activates this insurance.

Audio, navigation and entertainment equipment

All radios, television sets, cassette players, compact disc players, and **navigation** equipment permanently fitted to **the car**. **We** do not cover citizens' band radios, telecommunications equipment and portable items such as cassette tapes, compact discs, minidisks or any other music-storage device.

Caution Notice

A message sent to **you** and the **current owner** of **the car** following a **red journey**, setting out the consequences of that **red journey**, under the caution and warning stage process.

Certificate of motor insurance

The proof of the motor insurance **you** need by law. The **certificate of motor insurance** shows:

- What car is covered;
- Who is allowed to drive **the car**; and
- What **the car** can be used for.

Consent/Authorised/Permission

Agreement granted by an appropriate person for an event to take place, when such agreement is given before the event takes place.

DEFINITIONS Continued

Current owner

The person named as the registered keeper of **the car** on the V5C registration certificate (log book).

Data

All records of how, where and when **the car** is driven as gathered by the **tag** during each **period of insurance**.

Driving behaviour

Your driving history which is recorded by the **tag** for trips which **you** have undertaken and includes information about: how, when and where **the car** is driven; the speed of **the car**, how many miles it has been driven and whether or not the phone is used during a **trip**. This determines **your trip** scores.

Endorsement

Endorsements are clauses that alter the cover provided by the policy. These only apply if stated on the **schedule**.

Excess

The part of a claim **you** must pay. Please make sure **you** check **your schedule** for details of this amount.

Geographical limits

England, Scotland, Wales, Northern Ireland, the Isle of Man, and the Channel Islands.

Green journey

A **trip** classified as low risk, where a **driving behaviour** score of three, four or five stars has been achieved.

Market value

The cost of replacing **the car** with one of a similar age, type, mileage and condition, immediately before the loss or damage happened.

DEFINITIONS Continued

Partner

Your husband, wife, civil partner, or person with whom **you** have a relationship with as if married and who is living at the same address as **you**. This does not include any business partners or associates unless **you** also have a relationship with them as described above.

Period of insurance

The **period of insurance** will run from the start date shown on the **schedule** and continue for as long as **you** have miles in credit that have not expired. This will continue up to the date the policy is cancelled either by **you**, **your** insurance provider or **us**. Please see the telematics conditions part of this wording for further information.

Personal information

Any information **we** hold about **you** and any information **you** give **us** about anyone else.

Red journey

A **trip** classified as high risk where a **driving behaviour** score is rated at one star.

Red zone

A time period of 30 days that begins 24 hours after **you** have been issued with a **caution notice**, during which **you** are at risk of cancellation of **your** policy if another **red journey** occurs within this specified time period.

Schedule

The latest **schedule we** have issued to **you**. This forms part of the contract of insurance. It gives details of the **period of insurance**, the sections of the policy that apply, the premium **you** have to pay, **the car** which is insured and details of any **excesses** or **endorsements**.

Statement of insurance or statement of fact

The form that shows the information that **you** give **us**, including information given on **your** behalf and verbal information **you** give.

DEFINITIONS Continued

Tag

The device (a small electronic device fitted to the inside of the windscreen of **the car** which monitors, records and transmits **data** about how, where and when **the car** is driven).

Terms of business agreement

The document issued to **you** by Marmalade titled '**Marmalade Terms of Business Agreement**' provided to **you** at the start of **your** policy.

The car

The motor car **you** have given **us** details of and for which **we** have issued a **certificate of motor insurance**. **The car's** registration number will be shown on **your** latest **certificate of motor insurance**.

Trip

A period of travel in **the car**, beginning the moment the ignition in **the car** is switched on, and ending the moment the ignition is switched off.

We, our, us

Ageas Insurance Limited

You, your, the insured person

The person shown under 'Policyholder details' or 'Insured details' on the **schedule**.

Your insurance adviser

The agent, broker or intermediary who arranged this insurance for **you**.

CONTRACT OF INSURANCE

Introduction

This policy document is a contract between **you** and **us**. It is not **our** intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else either any rights under this policy or the right to enforce any part of it except in the case of the **current owner** in Section A & B.

In return for **you** paying or agreeing to pay the premium, **we** will provide cover up to any limits set out in **your schedule**, under the terms and conditions of this policy, under those sections of this policy which **your schedule** tell **you** apply. This cover will be against any accidental injury, loss or damage that happens during the **period of insurance** and within the **geographical limits** as per the 'what is covered' sections of the policy.

As this is a telematics product, **your driving behaviour** will be reviewed and assessed for the **period of insurance**. **You** agree that the smartphone, with the Marmalade **Young Driver app** installed, must be taken on every **trip in the car**, the smartphone must remain on, with Bluetooth enabled, and remain charged to more than 10% throughout the **trip** to ensure accurate recording of every journey or **you** may not be covered by this insurance.

Your policy is based on the answers **you** gave on the proposal or which is shown in a statement of insurance or **statement of fact** and any other information **you** gave **us**. **You** must tell **us** of any changes to the answers **you** have given. It is an offence under the Road Traffic Act to make a false statement or withhold information for the purposes of obtaining a **certificate of motor insurance**.

You must read this policy, the **certificate of motor insurance**, **schedule** and the **terms of business agreement** together as they are all part of **your** insurance contract. Please check all documents carefully to make sure that they give **you** the cover **you** want and need.

Signed for and on behalf of Ageas Insurance Limited



Ant Middle
CEO, Insurance
Ageas Insurance Limited

YOUR COVER

The cover that applies to this policy is comprehensive. All sections, general conditions and exceptions in this document apply.

It is a condition of this insurance that **the car** is owned and primarily used by **your** parent, grandparent, legal guardian or a combination of leasing company and the mentioned people. It must not be an extra vehicle bought for **you** to drive. **You** are not allowed to be the **current owner** of the vehicle at any point in the **period of insurance**.

You must not be the main user of **the car**. Marmalade reserves the right to cancel the policy should **you** exceed 50% of the total trips of **the car** within the **period of insurance**. Marmalade will track the number of trips performed by each driver and will decide on whether or not exceptional circumstances apply and on the history and **your** share of the trips in other months.

More mileage will be offered as a pre-agreed top up when **your** purchased miles become low; the charge for this, and if **we** will offer automatic top up, will depend on **your** driving score (please see the policy conditions section 11 for more information). It is **your** responsibility to make sure **you** have enough miles remaining to complete a **trip**, or to be able to top up the miles automatically during any **trip**, when **your** miles become low.

When **you** have no miles remaining, **you** will not be insured to drive **the car** under this policy. As such, it is important that **you** give **your insurance adviser** a valid method of payment, to enable automatic top-up, removing the chance of driving without insurance. It is illegal to drive without insurance and could result in a fine and points against **your** licence. If **you** have any concerns with keeping enough miles available, please contact Marmalade, as soon as it is safe to do so, to talk through **your** options.

This policy does not cover **you** to drive any other car, whether **you** have the owner's **permission** or not. Moving the **tag** to another car does not move **your** insurance to that car, unless **you** have told **your insurance adviser** in advance and **your insurance adviser** agrees to the change and gives **you** new documentation for the new car.

It is a condition of this policy that **you** tell anyone that is going to drive **the car** that it is fitted with a **tag** that will collect and send **data** about how **the car** is driven and used. **You** must tell every driver of **the car** that each **trip** may be visible to **you**, via **your app**; any person with access to **your app data** and to **us**.

YOUR COVER Continued

Driving abroad

Foreign use is not included as part of this insurance and **you** will be limited to third party only cover while driving **the car** outside of the **geographical limits** (see definitions for what this includes).

You may require a green card if **you** want to drive **the car** outside the **geographical limits**. Please speak to **us**, or **your insurance adviser**, well before any **trip** abroad in which **you** intend to drive **the car**. This is so **we** can provide **you** with any documents before the journey abroad. **You** will need other insurance to cover **you** and **your** possessions when driving **the car** outside the **geographical limits**.

We will not provide any cover in some global locations and other insurance will need to be bought by **you** to drive **the car** within those locations.

Changing the car on your policy

You can change **the car** on this policy at any time, provided **we** are told in advance. **Your insurance adviser** may charge an administration fee for any changes **you** make to the policy and there may be a change in the charge for the previously purchased miles.

In most cases making a change will be as simple as arranging a Mid Term Amendment (MTA) with **your insurance adviser** and if changing vehicle, **you** will need to move the **tag** to the new vehicle stated on the replacement insurance documents on the date and time agreed.

A copy of the V5 for the new car must be provided to **us** within 14 days of the date of the change of car.

YOUR COVER Continued

Section A: Loss of or damage to the car

What is covered

We will pay for accidental or malicious damage to **the car**, including damage caused by vandalism, while it is in **your** possession or control at the time of the incident.

We will also cover the cost of replacing or repairing **the car's audio, navigation and entertainment equipment** up to the following amounts, if **we** accept a claim from **you** under section A:

- £1,000 for equipment fitted as original equipment by the manufacturer; or
- £300 for any other equipment, provided this equipment is permanently fitted to **the car**.

What is not covered

- Loss of or damage to **the car** caused by malicious damage or vandalism when no one is in it if:
 - Any window, door, roof opening, removable roof panel or hood was left open or unlocked; or
 - The keys (or any other device needed to lock **the car**) are left in or on **the car**.
- The **excesses** shown in the **schedule**.
- Loss of or damage to **the car** caused by fire, or by theft.
- Loss of use of **the car**.
- Wear and tear.
- Mechanical, electrical, electronic and computer failures or breakdowns or breakages.
- Damage to **the car's** tyres caused by braking, punctures, cuts or bursts.
- Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the **geographical limits**.
- Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.

YOUR COVER Continued

Section A: Loss of or damage to the car

- Loss of or damage to telephone or other communication equipment; this includes any smart-phone or tablet used to run the **app**.
- **The car** losing value after, or because of, repairs.
- Loss or damage to **the car** caused by **you** carelessly or recklessly allowing a buyer, someone posing as a buyer or someone acting on behalf of a buyer to defraud or deceive **you**. This includes accepting a form of payment that a bank or building society will not authorise.
- **The car** being confiscated or destroyed by or under order of any government or public or local authority.
- Loss of or damage to any radar detection equipment unless this equipment is permanently fitted to **the car** as part of the manufacturer's original specification.
- Loss of or damage to any **audio, navigation and entertainment equipment** unless this equipment is permanently fitted to **the car**.
- Loss of or damage to **the car** caused by a person known to **you** taking **the car** without **your permission**, unless that person is reported to the police for taking **the car** without **your permission**.
- The provision of a courtesy car following **the car** being involved in a claim.

YOUR COVER Continued

Section B: Fire and theft

What is covered

We will pay for loss of or damage to **the car** caused by fire, theft or attempted theft while it is in **your** possession or control at the time of the incident.

We will also cover the cost of replacing or repairing **the car's audio, navigation and entertainment equipment** up to the following amounts, if **we** accept a claim from **you** under section B:

- £1,000 if the equipment is fitted as original equipment by the manufacturer; or
- £300 for any other equipment, provided this equipment is permanently fitted to **the car**.

If the keys, lock transmitter or entry card for a keyless entry system of **the car** are stolen, **we** will pay up to £500 towards the cost of replacing:

- All entry locks that can be opened by the missing item; and
- The lock transmitter, entry card and central locking system; and
- The ignition and steering lock;

We will also pay the cost of protecting **the car**, transporting it to the nearest repairer when necessary and delivering it to **your** or the **current owner's** address after repair.

What is not covered

We will not pay:

- The **excesses** shown in the **schedule**.
- Any claim where the keys, lock transmitter or entry card are either:
 - Left in or on **the car** at the time of the loss; or
 - Taken without **your permission** by a person known to **you** unless **you** have reported them to the police for stealing them.
- Loss of or damage to **the car** when no-one is in it if:
 - Any window, door, roof opening, removable roof panel or hood was left open or unlocked; or
 - The keys (or any other device needed to lock **the car**) are left in or on **the car**.

YOUR COVER Continued

Section B: Fire and theft

- Loss of use of **the car**.
- Wear and tear.
- Mechanical, electrical, electronic and computer failures or breakdowns or breakages.
- Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the **geographical limits**.
- Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.
- Loss of or damage to telephone or other communication equipment; this includes any smart phone or tablet used to run the telematics **app**.
- **The car** losing value after, or because of, repairs.
- Loss or damage to **the car** caused by **you** carelessly or recklessly allowing a buyer, someone posing as a buyer or someone acting on behalf of a buyer to defraud or deceive **you**. This includes accepting a form of payment that a bank or building society will not authorise.
- Loss of or damage to **the car** caused by a person known to **you** taking **the car** without **your permission**, unless that person is reported to the police for taking **the car** without **your permission**.
- **The car** being confiscated or destroyed by or under order of any government or public or local authority.
- Loss arising from **the car** being taken from **you** and returned to its legal owner where it is established that the **current owner** is not the legal owner.
- Loss of or damage to any radar detection equipment, unless this equipment is permanently fitted to **the car** as part of the manufacturer's original specification.
- Loss of or damage to any **audio, navigation and entertainment equipment** unless this equipment is permanently fitted to **the car**.
- The provision of a courtesy car following **the car** being involved in a claim.

HOW WE WILL SETTLE YOUR CLAIM

Under sections A or B

We will choose whether to repair **the car** or pay a cash amount equal to the cost of the loss or damage. If **the car** cannot be driven because of damage that is covered under this policy, **we** will pay for **the car** to be protected and taken to the nearest approved repairer.

If the car is worth repairing

If **the car** is repaired by one of **our** approved repairers **you** do not need to get any estimates, and repairs can begin immediately after **we** have **accepted** and set up the claim.

We will arrange for one of **our** repairers to contact **you** to arrange to collect **the car**. All parts used to repair **the car** come with a guarantee- typically for one year. However all workmanship is guaranteed for as long as the **current owner** continues to own **the car**. **We** will also pay the costs of delivering **the car** back to the address shown on **your** current **schedule** or any other address **we** agree with **you** when the damage has been repaired.

You will have to pay any policy **excess** direct to the repairer.

If the condition of **the car** is better after the repair than it was just before it was damaged, **we** may ask **you** to pay something towards it. The repairer can use parts, including recycled parts, which compare in quality to those available from the manufacturer.

If **you** or the **current owner** do not want to use one of **our** approved repairers, **you** will need to send **us** an estimate for **us** to agree and **we** may need to inspect **the car**. **We** reserve the right to ask **you** to get alternative estimates. Any payment **we** make will be after **we** have taken off any policy **excess**.

If the car is a total loss:

Once an engineer has inspected and assessed the **market value** of **the car**, **we** will send **you** an offer of payment.

If there is any outstanding loan on **the car**, **we** may pay the finance company first. If **our** estimate of the **market value** is more than the amount owed to them, **we** will pay the balance. If **our** estimate of the **market value** is less than the amount owed, **you** may have to pay the balance.

HOW WE WILL SETTLE YOUR CLAIM Continued

Under sections A or B

If **the car** is leased or on contract hire, **we** may pay the leasing or contract hire company first. If **our** estimate of the **market value** is more than the amount owed to the leasing or contract hire company, the amount **we** pay them will settle the claim. If **our** estimate of the **market value** is less than the amount owed, **you** may have to pay the balance.

Once the total loss offer is accepted, **the car** will belong to **us**. Any payment **we** make for total loss will be after **we** have taken off any policy **excess**. By purchasing this policy **you** agree that **we** can handle **your** claim in this way.

Any payments **we** make under this section will be made to the **current owner** of **the car**.

Replacement car

We will not pay more than the **market value** of **the car** unless:

- The loss or damage happens before **the car** is a year old; and
- The **current owner** is the first and only registered keeper of **the car** (or the second registered keeper if the first registered keeper is the manufacturer or supplying dealer and the delivery mileage is under 250 miles); and
- The **current owner** has owned **the car** (or it has been hired to them under a hire-purchase agreement) since it was first registered as new (or they are the second owner if the first owner is the manufacturer or supplying dealer and the delivery mileage is under 250 miles); and
- The cost of repair is valued at more than 60% of the cost of buying an identical new car at the time of the loss or damage (based on the United Kingdom list price including taxes); and
- **The car** was supplied as new within the **geographical limits**.

HOW WE WILL SETTLE YOUR CLAIM Continued

Under sections A or B

In these circumstances, if **you** or the **current owner** ask **us** to, **we** will replace **the car** (and pay the delivery charges to the address shown on **your** current **schedule** or any other address **we** agree with **you**) with a new car of the same make, model and specification.

We will only do this if:

- **We** can buy a car straight away within the **geographical limits**; and
- **We** have **permission** from anyone who **we** know has a financial interest in **the car**

If a replacement car of the same make, model and specification is not available, **we** will, where possible, provide a similar car of the same list price. If this is not acceptable to the **current owner** of **the car**, **we** will pay the price of **the car**, fitted accessories and spare parts as shown in the manufacturer's last United Kingdom price list, less the **excess**.

YOUR COVER

Section C: Personal Accident

What is covered

If **you** or **your partner** are accidentally killed or injured while getting into, travelling in or getting out of **the car**, **we** will pay the following benefit per person:

- For death - £2,500.
- For total and permanent loss of sight in one eye - £1,500.
- For total and permanent loss (at or above the wrist or ankle) of one hand or one foot - £1,500.

We will only pay these amounts if the cause of the death or loss is an accident involving **the car** while in the control of the insured person and the death or loss happens within three months of the accident.

What is not covered

- No cover is provided under this section if the policy is held in the name of a corporate organisation, a company or a firm.
- Death or loss caused by suicide or attempted suicide.
- Death of or loss to any person driving at the time of the accident who is found to have a higher level of alcohol or drugs in their body than is allowed by law.
- Death of or loss to any person not wearing a seat belt when they have to by law.
- More than £5,000 in total for any one accident.
- More than £2,500 to any one person for any one accident.
- If **you**, or **your partner**, have more than one motor policy with **us**, **we** will only pay under one policy.

YOUR COVER Continued

Section D: Medical Expenses

What is covered

If **you** or anyone in **the car** is injured in an accident involving **the car**, **we** will pay up to £250 in medical expenses for each injured person.

YOUR COVER Continued

Section E: Personal Belongings

What is covered

We will pay for personal belongings in **the car** that are lost or damaged following an accident, fire or theft involving **the car**.

We will pay for the cost of the item, less an amount for wear and tear and loss of value.

What is not covered

- Loss of or damage when no-one is in **the car** if:
 - Any window, door, roof opening, removable roof panel or hood was left open or unlocked; or
 - The keys (or any other device needed to lock **the car**) are left in or on **the car**.
- More than £100 for each incident.
- Any goods, tools or samples that are carried as part of any trade or business.
- Loss of or damage to telephone or other communication equipment.
- Money, stamps, tickets, documents and securities (such as share or bond certificates).
- Loss of or damage to any radar detection equipment
- Loss of or damage to property that is insured under any other insurance policy.

YOUR COVER Continued

Section F: Liabilities to Third Parties

What is covered

We will cover legal liability for the death of or injury to any person and damage to property caused by or arising out of:

- **You** using **the car** while in your control or possession.
- Any person using (but not driving) **the car**, with **your permission**, for social, domestic and pleasure purposes.
- Any passenger in, getting into or getting out of **the car** while **you** are in charge of **the car**.

If **we** agree to, **we** may also pay:

- Solicitors' fees for representation at any coroner's inquest, fatal accident inquiry or court of summary jurisdiction;
- Legal costs for defending a charge of manslaughter or causing death by dangerous or careless driving; and
- Any other costs and expenses for which **we** have given **our** written **permission** arising from an accident covered under this policy.

If anyone who is insured by this section dies while they are involved in legal action, **we** will give the same cover as they had to their legal personal representatives.

YOUR COVER Continued

Section F: Liabilities to Third Parties

What is not covered

- Any amount **we** have not agreed to in writing.
- **You** using any vehicle other than **the car**.
- Death of or injury to any of **your** employees during the course of their work, even if the death or injury is caused by anyone insured by this policy, if insurance cover is provided as a requirement of any compulsory Employers Liability legislation within the **geographical limits**.
- Loss of or damage to property owned by or in the care of the person who is claiming cover under this section.
- Any damage caused when **the car** is towing a trailer.
- Any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at one specific time and place.
- Any amount over £1 million for one pollution or contamination event.
- Any amount over £20 million, including costs and expenses, for any one claim or series of claims arising from one event that causes loss of or damage to property, including any indirect loss or damage.

However, **we** will provide the minimum cover needed under compulsory motor insurance legislation.

Please also refer to the [Policy Exclusions and Policy Conditions](#).

YOUR COVER Continued

Section G: No Claim Discount

What is covered

As long as **you** have not needed to make a claim during the continuous period of insurance, starting from the first date and time **you** took out **your** Marmalade Pay As You Go insurance until the same date and time the following year, and **you** have remained a Marmalade Pay As You Go customer throughout, **we** will include a No Claims Discount (NCD) for that period. This will apply for each following full years' worth of cover on **your** Marmalade Pay As You Go insurance. This NCD will be shown on any proof of no claim discount document that is supplied at policy cancellation and will apply only to **you** and may not be transferred to any other person.

If a fault claim is made during the **period of insurance**, **your** NCD will be reduced in accordance with **our** current scale at the point **you** would have accrued NCD (please see table below) and this may have an impact on **your** premium per mile at top up.

NCD step back rules

Declared discount years at inception	One fault claim within current policy period becomes:	Two fault claims within current policy period becomes:	More than two fault claims within current policy period becomes:
NO NCD	Nil	Nil	Nil
1	Nil	Nil	Nil
2	Nil	Nil	Nil
3	1 year	Nil	Nil
4	2 years	Nil	Nil
5	3 years	1 year	Nil
6	4 years	2 years	Nil
7	4 years	2 years	Nil
8	4 years	2 years	Nil
9	4 years	2 years	Nil

YOUR COVER Continued

Section G: No Claim Discount

Uninsured driver promise

If **you** make a claim for an accident that is not **your** fault and the driver of the vehicle that hit **the car** is identified and is uninsured, **you** will not lose **your** no claims discount or have to pay any **excess** as long as **you** provide **us** with:

- The vehicle registration number and the make and model of the vehicle; and
- The driver details; and
- If possible, the names and addresses of any witnesses.

You may initially have to pay **your excess** and lose **your** no claims discount whilst investigations are ongoing but if **we** establish the accident is the fault of the uninsured driver **we** will refund **your excess**, re-instate **your** no claims discount and refund any extra premium **you** have paid.

POLICY EXCLUSIONS

1. **We** will not pay claims arising directly or indirectly from any of the following:
 - **The car** being driven by, or being in the charge of, someone who is not described in **your certificate of motor insurance** as entitled to drive **the car**
 - **The car** being driven by anyone who **you** know does not hold a driving licence or is disqualified from driving.
 - **The car** being driven by someone who does not meet all the conditions of their driving licence.
 - **The car** being used for a purpose that is not shown as covered in **your certificate of motor insurance**.
 - **The car** being used for hiring, competitions, rallies or trials, for racing formally or informally against another motorist; or on a motor racing track, de-restricted toll road, airfield, at an off-road event or at the Nürburgring.
 - **The car** being used for criminal purposes or deliberately used to threaten or cause harm, loss or damage. An example of this would be 'road rage'.

2. **We** will not pay any claims if **you** receive any payment for giving people lifts in **the car**, and:
 - **The car** is made or altered to carry more than six people including the driver; or
 - **You** are carrying the passengers as part of a business of carrying passengers; or
 - **You** are making a profit from the payments **you** receive.

POLICY EXCLUSIONS Continued

3. **We** will not pay claims arising directly or indirectly from any of the following:

- Ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste arising from burning nuclear fuel.
- The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment.
- Pressure waves caused by aircraft (and other flying objects) travelling at any speed.
- War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power.
- Acts determined as terrorism by the UK Government.

4. **We** will not pay claims arising directly or indirectly from:

Earthquakes, riots or civil disturbances outside Great Britain, the Isle of Man or the Channel Islands, except under section F (Liabilities to third parties).

5. **We** will not pay for any liability **you** accept under an agreement or contract. Unless **you** would have been legally liable anyway.

6. **We** will not pay for any claim occurring outside of the **geographical limits** above the statutory minimum level required by law.

7. **We** will not pay claims arising directly or indirectly from any motor car being in a place used for:

The take-off, landing, parking or movement of aircraft, including the associated service roads, refuelling areas, ground equipment parking areas and the parts of passenger terminals of international airports which come within the Customs examination area or any part of airport premises to which the public does not have access to drive their vehicle.

8. **We** will not pay claims for loss or damage if **the car** is not insured annually on a separate motor insurance policy.

However, **we** will provide the minimum cover needed under compulsory motor insurance legislation.

POLICY CONDITIONS

1. How to claim

Please phone **our** helpline as soon as possible to report the incident.

The helpline number is: **0333 358 0258**

You must send **us** any letter, claim, writ or summons as soon as **you** receive it. **You** must also let **us** know straight away if **you** or **your** legal advisers know of any prosecution, inquest or fatal accident inquiry that might be covered under this policy.

2. Dealing with claims

You or any other person who claims under this policy must not negotiate, admit fault or make any payment, offer or promise of payment unless **you** have **our** written **permission**.

In dealing with any claim under the terms of this policy **we** may:

- Carry out the defence or settlement of any claim and choose the solicitor who will act for **you** in any legal action; and
- Take any legal action in **your** name or the name of any other person covered by this policy.

We can do any of these in **your** name or in the name of any person claiming under this policy.

Anyone who makes a claim under this policy must give **us** any reasonable information **we** ask for.

3. Right of recovery

If the law of any country says **we** must make a payment that **we** would not otherwise have paid, **you** must repay this amount to **us**.

4. Other insurance

If any incident that leads to a valid claim is covered under any other insurance policy, **we** will not pay any part of the claim.

POLICY CONDITIONS Continued

5. Taking care of the car

Anyone covered by this policy must take all reasonable steps they can to protect **the car** and anything in or attached to it, against loss or damage - this includes making sure that all windows, doors, roof openings, removable roof panels or hoods are closed and locked, and the keys (or any other device needed to lock **the car**) are not left in or on **the car**.

The car must be kept in good working order. **We** may examine **the car** at any time.

6. Keeping to the terms of the policy

If **you** or any person who claims under this policy fails to comply with any policy condition, **we** will not pay any claims.

7. Providing accurate information

Whenever **you** take out or ask **us** to make changes to **your** policy, **you** must take reasonable care to:

- Supply accurate and complete answers to all questions
- Ensure the statements declared on the **statement of Insurance** or **statement of fact** are accurate; and
- Make sure that all other information supplied to **us** is accurate and complete.

We will treat **your** policy as if it had not existed and keep any premium paid from the start date or the date that any changes were made to the policy (as the case may be) if **you**:

- Deliberately or recklessly gave **us** inaccurate or incomplete information; or
- Did not take reasonable care to give **us** accurate and complete information, in circumstances where **we** would not have issued this policy to **you** at all.

POLICY CONDITIONS Continued

In all other cases, if **you** or anyone required to give information in the taking out of this insurance fail to exercise reasonable care **we** may refuse to pay all or part of a claim.

If **we** would have:

- Provided cover to **you** on different terms, had **you** provided **us** with accurate and complete information, then the policy will be treated as if it had contained such terms. In such circumstances, **we** will only pay a claim if it would have been covered by a policy containing such terms.
- Provided **you** with cover under this policy at a higher premium, the amount payable on any claim will be reduced proportionately, based on the amount of premium that **we** would have charged. For example, **we** will only pay half of the claim, if **we** would have charged double the premium.
- If **we** discover inaccuracies in any of the information **you** provided **us** with, which would have made a difference to the premium charged, before any incident which might give rise to a claim has occurred, **we** may, at **our** discretion, offer **you** the option to pay the additional premium in return for **us** not reducing the amount payable on any future claims under the policy.

8. Changes you must tell us about

You must tell **us** about any of the changes below straight away. Failure to tell **us** about any changes to the information detailed on **your** proposal, **statement of insurance or statement of fact, schedule or certificate of motor insurance** may mean that **your** policy is invalid and that it does not operate in the event of a claim.

These changes may result in a change to **your** premium and/ or **excess**. **Your insurance adviser** may make an administration charge (subject to Insurance Premium Tax where applicable) if **you** alter **your** policy.

Some of the changes **you** must tell **us** about are:

- **You** change **the car** or its registration number, sell **the car**, get rid of **the car** or **you** get another vehicle
- **You** change **your** address or the address at which **the car** is kept overnight
- There is a change to the estimated annual mileage that **the car** will cover

POLICY CONDITIONS Continued

- **The car** is or will be:
 - Changed from the manufacturer's original specification.
This would include:
 - Changes to the bodywork, such as spoilers or body kits
 - Changes to suspension or brakes
 - Cosmetic changes such as alloy wheels
 - Changes affecting performance such as changes to the engine management system or exhaust system
 - Changes to the **audio/entertainment equipment**

Please be aware that this is not a full list of possible changes; all changes made from the manufacturer's original specification must be disclosed.

- Used for any purpose not covered by **your certificate of motor insurance**.
- Involved in an accident or fire, or someone steals, damages or tries to break into it.
- There is any change of main user of **the car**.
- **You** or any other person who may drive **the car**:
 - Gain a motoring conviction (including any fixed penalty offences);
 - Gain a non-motoring criminal conviction;
 - Passes their driving test or has their licence suspended or revoked;
 - Is issued with a new Driving Licence Number;
 - Changes their name;
 - Changes job, starts a new job, including any part-time work, or stops work;
 - Is involved in any accident or has vehicle damaged or stolen, whether covered by this policy or not;
 - Has insurance refused, cancelled or had special terms put on;
 - Develops a health condition that requires notification to the DVLA, or an existing condition worsens.

You can find additional information in the Motoring section at www.gov.uk or pick up leaflet D100 from the Post Office.

POLICY CONDITIONS Continued

9. Fraudulent claims

We will not pay any claim if:

- Any claim or part of any claim is fraudulent, false or exaggerated;
- Falsified documentation is submitted in support of a claim; or
- **You** or any other person who claim under this policy makes a dishonest or false statement to **us** in support of a claim.

In these circumstances, all cover will be cancelled from the date of the fraud and no premium will be refunded. If **we** have made a payment **we** would not otherwise have made, **you** must repay that amount to **us**.

We may also notify relevant authorities, so that they can consider criminal proceedings.

10. Cancelling your policy

The terms of cancellation are set out in the **terms of business agreement** that **you** were given when buying **your** policy. Cancellation refunds are only available from **your** last top-up purchased miles and when **you** have not made a fault claim or had an incident that could result in a fault claim. The amount of premium **you** get back will be based on the premium paid for the latest topped up mile amount and only the miles remaining from that topped up amount will be refunded at the price paid. **Your insurance adviser** may charge an administration fee for **your** cancellation as set out in the **terms of business agreement**. If **you** do not return the telematics **tag** after cancellation, **your insurance adviser** may also charge **you** for the **tag**. A fourteen day cooling off period applies from the point **you** activate the insurance by installing the **tag**, pairing the **app** and receiving **your** documents, however if the policy has already started **you** may still be charged the following:

- An administration fee;
- The premium for any miles used;
- The telematics **tag** if not returned.

If **you** have received the **tag** and the policy has not started, the deposit for the **tag** will still be charged.

POLICY CONDITIONS Continued

We or **your insurance adviser** have the right to cancel this policy at any time by giving **you** 7 days' notice in writing, as long as **we** have a valid reason. **We'll** tell **you** the reason why.

Reasons why **we** may decide to cancel **your** policy include but are not limited to:

- Changes to the information that **you** provided to **us** when **you** purchased the policy, which are shown on **your statement of fact** or policy **schedule**, that mean **we** no longer wish to insure **you**;
- There's been a misrepresentation which means **we** no longer wish to insure **you**;
- **We're** unable to take a payment from **your** account, although **we** will give **you** the chance to make the missing payment;
- **Your** unused miles reach their 12 month expiry date – **you** will be notified by **your insurance adviser** in advance of the cancellation as per the **terms of business agreement**.
- **You**, or someone representing **you**, is abusive to **our** staff or anyone acting on **our** behalf;
- **You** won't give **us** information or evidence that **we** ask for;
- If **we** suspect fraud on this or another related insurance policy **we** may choose to cancel **your** policy immediately;

If **we** discover that **you** have deliberately withheld information from **us**, or **you** gave **us** wrong information because **you** didn't take care when communicating with **us** or **your insurance adviser**, **we** may be entitled to void **your** policy. This means **we** would treat the policy as though it had never been issued. **We** may also refuse to pay any claim and keep any premium **you've** paid. If **we** discover that **you** have committed fraud when a claim is being made **we** may refuse to pay the claim and make **you** repay any money **we've** already paid out in claims.

The full cancellation details are set out in the **terms of business agreement**.

11. Telematics Data

When paired, the **tag** will transmit to **us** information which will include (but is not limited to):

- **The car's** location, the time of day, date of travel and time spent stationary;
- The smoothness of **your** acceleration and cornering manoeuvres;
- **Your** braking frequency and force;
- **Your** speed compared to the speed limit on a particular road;
- The type of road and the distance travelled;
- Number of miles driven in **the car**;
- Use of the mobile phone while **the car** is in motion;
- Crash detection;
- Details of unpaired trips completed by other drivers.

This will be used to build a profile of **your** and the other driver's **driving behaviour**. **Your driving behaviour** forms **your driving behaviour** scores and these results are available to view on the secure **app**. **Data** collected by **us**, Marmalade, appointed providers and/or service partners will all be kept and used securely.

The smartphone **app** transmits **data** to **us**. If **you** have limited **data**, **you** can select the option to "Upload **trip data** using wi-fi only" in "Settings".

You must tell anyone that is going to drive **the car** that it is fitted with a **tag** and the details of the **trip** will be captured and stored securely. **You** must tell them that the information about the journey will be available to **you**, **us**, and anyone else with access to **your app**.

POLICY CONDITIONS Continued

The **data** collected by the **tag** may be used by **us** or **your insurance adviser** for the following purposes:

- To notify **you** when **your** remaining miles are running out or need topping up.
- To review the information disclosed by **you** in relation to **your** policy or any claim, and to identify inconsistencies with that information. Please note that knowingly providing inaccurate information could result in **your** claim being rejected and/or **your** policy being cancelled;
- Operational requirements, including the activation, disconnection, updating and testing of **your tag** and any associated software (e.g. during installation or to perform maintenance checks);
- To provide **data** to **your app**;
- Processing **your** personal **data** for the purpose of providing **you** with **your** insurance policy and associated services;
- To contribute towards the calculation and charging of insurance premiums based upon **driving behaviour** and **the car** usage by compiling and generating **driving behaviour** scores;
- To assess **your driving behaviours** and **the car** usage together with **your** history of scores to help determine **your** future insurance top up premiums;
- To enable **us** to contact **you** regarding the administration of **your** insurance policy, provide **you** with reminders, other score related feedback and / or hints and tips. To do this **we** may contact **you** via e-mail, telephone, SMS text message, or post, however these messages will not take the form of marketing or promotional material;
- To help **us** handle any claim, and reduce fraud, by supporting the identification, assessment or investigation of claims made and to provide clarity as to the details of the claim;
- To provide **you** with any other, optional, telematic services that are, or may become available, where **you** agree to these at purchase or during the lifetime of **your** policy;

POLICY CONDITIONS Continued

- To carry out research and analysis, to help **us** to understand **driving behaviours** which **we** will use to improve the underwriting of this product and to inform the development of similar products; or
- General research and analysis including: mapping and refining techniques for analysing the **data**. In such circumstances **we** will make the **data** anonymous and will not identify **you** or any car.

We will only disclose **data** collected by the **tag** to authorities, such as the police or the courts, where **we** have **your permission** to do so (or another driver's **permission**, where the **data** relates to them), except where **we** are required to do so by law, when subject to a court order or where **we** suspect fraud or attempted fraud.

You have the right to withdraw **your consent** to **our** use of the **data** collected by the **tag** at any time. Where **you** wish to do so, **you** are required to notify Marmalade at **your** earliest opportunity. In these circumstances however, **we** will have the right to cancel **your** policy from the date **we** receive notification of **your** withdrawal of **consent**, in accordance with the **terms of business agreement** and general conditions.

Where **you** have removed **your consent** to **our** collection and/or use of the **data**, this does not remove **our** right to use the **data** collected up to the point of **you** telling **your insurance adviser**.

You have the right to request a copy of the **data** that is being held about **you**. If **you** wish to be given this **data**, please send **your** request by email to: **familycar@marmalade.co.uk**.

POLICY CONDITIONS Continued

Your trips

Trips are categorised into three levels based on the **driving behaviour** score:

- A driving risk score of five stars represents a perfect journey, and a score of three stars or over is scored as a **green journey**;
- Achieving a driving risk score of two stars is scored as an amber journey and ;
- A score of one star represents a **red journey**.
- **Your** journey scores will be available in the **app**.

You will be alerted to any **red journey** that occurs. A notification will be sent to **you** and the **current owner** by e-mail and SMS text message and **you** will both be requested to review the trips on the **app**. **Your first red journey** will start the driving caution process and further **red journeys** may result in policy cancellation. The full process is below. Please contact **your insurance adviser** if **you** need extra details about the process.

Driving caution process

You are permitted a total of one **red journey** before entering the caution process. After the first **red journey**, **you** and the **current owner** will be sent an advisory **caution notice** by e-mail and SMS text message. This will inform **you** and the **current owner** of the first **red journey**, the caution process and will give the consequences of any further **red journeys** within the applicable time period. This is shown in the table below.

POLICY CONDITIONS Continued

24-hour review

After any **red journey** we will give **you** and the **current owner** 24 hours to review the details on the **app**, during which time, **we** will not take any action if **you** incur another **red journey**

Subsequent red journey

Once the 24-hour review period has ended, the next **red journey** will result in **you** entering the caution process at **red zone** stage 1 and additional red journeys could lead to policy cancellation as set out in the table below.

Red zone	Time period	Consequence of a red journey during the stage
Stage 1	30 days	Move to stage 2
Stage 2	30 days	Move to stage 3
Stage 3	30 days	Policy cancellation

Stage 1

Having entered stage 1

- If **you** have a second **red journey** within the **red zone** of 30 days **you** will move to stage 2 (see below) and a new **red zone** of 30 days will begin from 24 hours after the date of the second **red journey**.
- If **you** do not incur another **red journey** within the stage 1 **red zone** of 30 days, there will be no immediate action.
- Red Journeys that occur after the **red zone** of 30 days will restart the stage 1 process if **you** have not moved to stage 2 or 3.

POLICY CONDITIONS Continued

Stage 2

Having entered stage 2

- If **you** have another **red journey**, within the new **red zone** of 30 days, **you** will move to stage 3. A new **red zone** of 30 days will begin from 24 hours after the date of that **trip**.
- If **you** do not incur another **red journey** within the stage 2 **red zone** of 30 days, there will be no immediate action.
- Any **red Journey**, that happens after the stage 2 **red zone** has ended, will restart the caution process at stage 2 and not stage 1.

Stage 3

Having entered stage 3:

- If **you** do incur another **red journey** within the new **red zone** of 30 days, **your** policy will be cancelled by **us**.
- If **you** do not incur another **red journey** within the stage 3 **red zone** of 30 days **your** policy will continue and **you** will no longer be at immediate risk of cancellation.
- New **red journeys** after the stage 3 **red zone** has ended will start a new stage 3 **red zone** of 30 days. This will start from 24 hours after the latest **red journey** took place. The stages do not reset. Each new **red journey** from this point onwards will again put **you** at risk of policy cancellation. Repeated **red journeys** in any stage may result in **us** not offering automatic top up.

12. Telematics conditions

Installation

It is required as part of this policy that a telematics **tag** is fitted to **the car** and that **you** download the Marmalade Young Driver **app**. The **tag** must be installed in **the car**, exactly as per the instructions provided, as soon as **you** receive the **tag** and **you** must contact **us** if **you** haven't received the **tag** within three days, or **you** may not be covered under this insurance. **You** must also download and install the **app** before **you** begin any **trip in the car**.

The **tag** is self-adhesive and will come with easy to follow instructions. Once fitted, please follow the instructions on the **Young Driver app** to pair the **tag** with **your** smartphone. **You** should not attempt to move or remove the **tag**, once this is in place, until after the policy is cancelled.

You can drive once the **tag** is fitted to **the car** and paired with the **app**.

You are required to supply **your insurance adviser** with the following documents and not doing so may result in cancellation of **your** policy:

- Driving Licence (copy)
- V5C logbook (copy)

If **you** cancel this policy before it starts, but have already received the **tag**, a cancellation fee of £60 will be retained to cover the cost of the **tag**. Please talk with **your insurance adviser** about fees and how to return the **tag** if **you** do cancel the policy.

The telematics tag

The **tag** will record some information on all trips driven in **the car**, regardless of who is driving.

Until the **tag** has been removed from **the car** after cancellation, it is **your** responsibility to tell any person or organisation buying or taking ownership of **the car** that the **tag** is fitted to it and it will record some details of their trips.

The **app** links to a driver. The **app** will pair with the **tag** whenever **the car** is driven and the **app** is within range. Any **trip** recorded when the **app** is unpaired will be sent to the telematics provider once paired. This policy does not insure anyone other than **you** to drive **the car**, even if **you** are showing as paired to the **tag**. If the **app** incorrectly records **you** as the driver, **you** can amend this, however it will, over time, learn the different **driving behaviours** and record the drivers more accurately.

To remain insured **you** must make sure that **your** smartphone is always able to pair with **your tag** by:

- Making sure Bluetooth is on during every **trip**;
- Turning on location services for the **app** if not already on;
- Turning on notifications for the **Young Driver app** if not already on;
- Making sure that any device with **your app** installed is not on power saving mode and is charged to more than 10% throughout every **trip**.
- The **app** will display:
 - **Your** overall 2 week driving score on the main screen;
 - The percentage of trips that **you** have taken;
 - The number of miles left on the policy;
 - A top-up control link that transfers **you** to the Marmalade website's top-up details page, allowing **you** to control the automatic top-up elements.
 - A warning when miles are due to expire from the twelve month active period;
 - A way to indicate if **you** are not the active driver when the **app** has paired with the **tag**;
- The **trip** history with a score for each **trip** and the number of miles driven on a map.

POLICY CONDITIONS Continued

Pay As You Go conditions

It is a condition of **your** insurance contract that **you** purchase the miles that **you** require. Starting a **trip** while **you** have no purchased miles available, or **you** are in debit on the **app**, will invalidate **your** cover for the **trip** until **you** purchase more miles from **your insurance adviser** and are in credit again.

This means **you** will not have insurance cover for incidents occurring on any **trip** started while **your** remaining paid for miles are at zero or lower, and **you** will count as an uninsured driver for that journey.

The **tag** will count the number of trips driven by each driver and **you** must not exceed 50% of the total trips driven in any month (unless within an unusual situation, which **your insurance adviser** will consider and contact **you** about before issuing a cancellation).

Your miles will top-up automatically when **you** reach 50 miles remaining as per **your** last agreed mileage top-up amount. The premium for the agreed number of miles may be affected by **your driving behaviour** score and **our** rating will be reviewed at times throughout the year. **You** will be notified by email of any changes to **your** top-up offer amount. It is a condition of this policy that **you** have pre-agreed a top-up amount, which **you** can control through the Marmalade website and **you** must use this option to correct any details that cause the top-up to fail. This is so that **you** remain insured by buying more miles before the current ones are completely used. Any miles **you** purchase will be available to be used for up to one year from the time **you** last purchased miles. After which, the miles will expire and no longer show as available. **Your insurance adviser** will tell **you** of the cancellation if **you** do not top up additional miles.

It is a condition of this policy that **you** must not, nor allow any person or organisation to change, tamper, alter or take apart the **tag** in any way or to interfere with the Global Positioning System (GPS) signal received or the Mobile Phone Network signal sent or received by the **tag**. In the event of this occurring, **we** and/or **your insurance adviser** may cancel **your** policy in line with the **terms of business agreement** that was given to **you** when purchasing **your** policy.

POLICY CONDITIONS Continued

Should **your** insurance advisor notice that **your tag** is not installed, they will contact **you** to request that it is reconnected. In the event that the **tag** is not reconnected and there is no valid reason why it should not be reconnected, **we** and/or Marmalade may cancel **your** policy in line with the **terms of business agreement you** were given when purchasing **your** policy.

In the event the **tag** becomes broken or defective, **your insurance adviser** will let **you** know and a replacement **tag** will be sent to **you**. **You** will be required to post the faulty **tag** back to **your insurance adviser**.

You must not drive **the car** until the new **tag** has been placed in **the car** as **we** will not consider **you** insured for any claims that occur without a completely working **tag** in place within **the car**.

If **you** remove **the car** from the policy or **your** policy is cancelled, the **tag** will not collect or transmit to **your app** any further **data** from 7 days after the termination date of **your** policy, unless **you** have arranged for the **tag** to be fitted to a replacement car insured with **us**.

13. Law applicable to the contract

English law will apply to this contract unless **you** and **we** agree otherwise. (If **you** live in Jersey, the law of Jersey will apply to this contract and the Jersey courts will have exclusive jurisdiction over disputes between **us** and **you** in relation to it.)

14. Language

The contractual terms and conditions and other information relating to this contract will be in the English language.

POLICY CONDITIONS Continued

15. Policy renewals

Marmalade Pay As You Go product does not renew like an annual policy would. **You** will be informed by **your insurance adviser** when top up of **your** miles is required or about to occur. **You** can change **your** top up options at any time by contacting **your insurance adviser** or clicking on the link within the **app** to take **you** to the top-up control webpage. **Your** top up costs reflect **your** current situation so these take into account any changes to **your** details at each top-up.

We and or Marmalade reserve the right to amend or withdraw the top up option, at any time, due to unacceptable **driving behaviour** or changes to **your** policy that **we** are not willing to insure by this product.

You do not need to contact **your insurance adviser** annually to confirm renewal of the policy as it will continue for as long as **you** have pre-paid miles that have not expired. No claims discount will be accrued annually from the first time of purchasing miles through this Marmalade Pay As You Go product.

16. Rights of third parties

This policy is a contract between **you** and **us**. It is not intended that the Contracts (Rights of Third Parties) Act 1999 gives anyone else either any rights under this policy or the right to enforce any part of it, except in the case of the **current owner** in Section A & B.

17. Annual insurance covering the car

We will only provide cover under this policy if **the car** is insured elsewhere comprehensively by an annual policy. **We** will cancel the policy if **we** or **your insurance adviser** see that this is no longer the case.

PRIVACY NOTICE

For our full Privacy Policy please visit our website:

www.ageas.co.uk/privacy-policy,

or contact our Data Protection Officer at:

Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA

email: thedpo@ageas.co.uk

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how **we** collect, use, share, transfer and store **your** information. **Your insurance adviser** will have their own uses for **your** personal **data**. Please ask **your insurance adviser** if **you** would like more information about how they use **your personal information**.

Collecting your information

We collect a variety of **personal information** about **you** such as **your** name, address, contact details, date of birth, credit history, criminal offences, claims information, financial details such as bank account and card details and IP address (which is a unique number identifying **your** computer). Where relevant, **we** also collect special categories of **personal information** (which was previously known as sensitive **personal information**) such as details regarding **your** health.

We also collect information from a number of different sources for example: publicly available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

PRIVACY NOTICE Continued

Using your information

We collect **your personal information** and/or special categories of **personal information** because **we** need it to provide **you** with the appropriate insurance quotation, policy and price as well as manage **your** policy such as handling a claim or issuing documentation to **you**. **Our** assessment of **your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance.

We will also use **your** information where **we** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **you**); collecting information regarding **your** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

Please note if **you** have given **us** information about someone else, **you** would have confirmed that **you** have their **permission** to do so.

Sharing your information

We share **your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **us** or on **our** behalf or where **we** provide services in partnership with them; fraud prevention and credit reference agencies and other companies, for example, when **we** are trialling their products and services which **we** think may improve **our** service to **you** or **our** business processes. Unless required to by law, **we** would never share **your** personal **data** without the appropriate care and necessary safeguards being in place.

Keeping your information

We will only keep **your** information for as long as is necessary to provide **our** products and services to **you** and/or to fulfil **our** legal, regulatory, tax and accounting obligations. **We** also keep **your** information for several years after the expiry of **your** policy in order to respond to any queries or concerns that may be raised at a later date with respect to the policy or handling of a claim. Please refer to **our** full Privacy Policy for more information.

Use and storage of your information overseas

You information may be transferred to, stored and processed outside of the United Kingdom (UK). **We** or **our** service providers may use cloud based computer systems (i.e. network of remote servers hosted on the internet which process and store **your** information) to which foreign law enforcement agencies may have the power to access. However, **we** will not transfer **your** information outside the UK unless it is to a country which is considered to have sound **data** protection laws or **we** have taken all reasonable steps to ensure the third party has suitable standards in place to protect **your** information.

Your rights

You have a number of rights in relation to the information **we** hold about **you**, including: asking for access to and a copy of **your personal information**, objecting to the use of **your personal information** or to an automated decision including profiling, asking **us** to correct, delete or restrict the use of **your personal information**, withdrawing any previously provided **permission** for the use of **your personal information** and complaining to the Information Commissioner's Office at any time if **you** object to the way **we** use **your personal information**. Please refer to **our** full Privacy Policy for more information.

Please note that there are times when **we** will not be able to delete **your personal information**. This may be as a result of fulfilling **our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **we** have to keep **your** information. If **we** are unable to fulfil a request, **we** will always let **you** know **our** reasons.

HOW TO MAKE A COMPLAINT

Should there ever be an occasion where **you** need to complain, **we'll** do **our** best to address this as quickly and fairly as possible. If **we** can't, then **we'll**:

- Write to **you** to acknowledge **your** complaint.
- Let **you** know when **you** can expect a full response.
- Let **you** know who is dealing with the matter

In most instances, **we'll** be able to address **your** complaint within the first few days of this being notified to **us**. On occasion, further investigation may be necessary, but **we'll** provide **you** with a full written response to **your** complaint within eight weeks of notification.

If **your** complaint is about the way **your** policy was sold to **you**, please contact **your insurance adviser** to report **your** complaint.

If **you've** a complaint regarding **your** claim, please telephone **us** on **0345 122 3018**.

Alternatively, for claims or any other type of complaint, **you** can also write to **us** at the address shown below or email **us** through **our** website at: **www.ageas.co.uk/complaints** (please include **your** policy number and claim number if appropriate).

Customer Services Adviser
Ageas Insurance Limited
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA

HOW TO MAKE A COMPLAINT Continued

What to do if you're not happy with our response

In the unlikely event that **we** haven't responded to **your** complaint within eight weeks or **you're** not happy with **our** final response **you** have the right to take **your** complaint onto the Financial Ombudsman Service but **you** must do so within six months of the date of **our** final response.

The Ombudsman is an impartial complaints service, which is free for customers to use and taking **your** complaint to the Ombudsman does not affect **your** right to take **your** dispute to the courts.

You can find out more information about how to complain to the Ombudsman online at: www.financial-ombudsman.org.uk

Alternatively, **you** can write to the Ombudsman at:
Financial Ombudsman Service
Exchange Tower
London
E14 9SR

phone: **0800 023 4567**

email: complaint.info@financial-ombudsman.org.uk

Please note that if **you** don't refer **your** complaint within the six months, the Financial Ombudsman Service won't have **our permission** to consider **your** complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS).

In the very unlikely event that Ageas was to go bust, **your** insurance policy would still remain valid in the event that **you** needed to make a claim.

For more details about the scheme visit www.fscs.org.uk or telephone: **0800 678 1100** or **020 7741 4100**.

Underwritten by
Ageas Insurance Limited

Registered address:
Ageas House,
Hampshire Corporate Park,
Templars Way,
Eastleigh,
Hampshire SO53 3YA

Registered in England and Wales No 354568.
Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039.



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