

## 1. Regulation and Legal:

Throughout this Terms of Business document, references to 'we' 'us' and 'our' are references to Marmalade (which is a trading name of Atlanta Insurance Intermediaries Limited). Marmalade are part of the Ardonagh Group who have a direct holding in our business. For more information about the group, please visit <http://www.ardonagh.com/>

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 and acknowledging that it is an integral part of this scheme that a telematics device is fitted to your vehicle. 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 [payasyougo@marmalade.co.uk](mailto:payasyougo@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.

Atlanta Insurance Intermediaries Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 309599. You may check this on the Financial Services Register by visiting the FCA's website, [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting them on 0800 111 6768.

### Our service

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

Marmalade is an insurance intermediary working with insurers to provide car insurance for young drivers.

### Pay as You Go Insurance

Pay as You Go Insurance is a bespoke policy from Marmalade, arranged on your behalf and underwritten by Ageas Insurance Limited, the insurer. There is a £100 policy administration fee for doing this. We receive commission from Ageas Insurance Limited, which is a percentage of the total premium, along with a profit share. Our entitlement to commission arises as soon as you give us instructions to take out a policy.

We provide product information on our website, and over the phone, to help customers identify a policy which meets their demands and needs. We are non-advisory and do not make personal

recommendations. If you choose to amend 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. It is important that you read all the relevant product details and decide how you wish to proceed before you commit to purchasing a policy with us.

We act on your behalf when placing your chosen policy with the insurer, issuing you with your policy documentation, administering any changes that may be required during the policy term and referring you to the insurer, who will deal with any claims you may submit. We act as the agent of the insurer when administering the policy, offering a renewal price and dealing with any product changes which may subsequently be introduced.

There are administration charges associated with Pay as You Go Insurance and these are detailed below: under Section 10 '**Cancellation Procedures**' and Section 11 '**Fees and charges**'.

Your policy documents are provided online, including your certificate of insurance. If you prefer, you may request that we send you paper copies of these documents from the outset or at any time during your policy term, by emailing [enquiries@marmalade.co.uk](mailto:enquiries@marmalade.co.uk). No charge will be made for this.

This is not an annual policy and therefore the policy is not renewed but continues for as long as you keep your mileage topped up. However, we will provide you with proof of no claims discount upon request for the number of full years you have been insured claim free with us.

We collect payment to automatically top-up your account by way of a recurring payment called Continuous Payment Authority ('CPA'). The CPA will be set up to the debit or credit card that you use to make the initial payment.

You will receive a quarterly update on the cost of purchasing miles by the number of miles purchased and driving score, which will be guaranteed for the next quarter unless you make any changes.

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.

### 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.

Your policy will not start until you have received the telematics device (also known as a "tag"), downloaded the Marmalade Young Driver app, and paired them. When you take out a Pay as You Go policy with us, you will initially purchase 500 miles, and are agreeing to your mileage being automatically topped up with either 100, 200, 300, 400 or 500 miles when you only have 50 miles remaining. The top-up amount can be amended in the customer portal. The cost for the miles you purchase will depend on your driving behavior and the number top-up miles you select.

If you are not the cardholder, you will be asked to confirm that you have the permission of the cardholder to authorise the set up and operation of a CPA to automatically pay for the top-up miles on your Pay As Go Insurance. You will absolve us of any and all liability that may arise from harm suffered by the cardholder as a result of you authorising the set up and operation of the CPA on their payment card without their consent. In order to ensure the CPA works as it should, you will be responsible for notifying us of any changes which would prevent payment being made – such as the expiration of the payment card, change of bank account or your intention to cancel. You can do this by either updating via your customer portal or over the phone.

Miles purchased will expire if not used after 12 months, so please ensure you select the suitable number of miles to be automatically purchased. You must also:

- ensure we always have details of a valid payment card.
- make any other drivers of the vehicle aware that a telematics tag is fitted to the vehicle and data recorded on those journeys will be visible to Marmalade.
- own a compatible smartphone and download the Marmalade Young Driver App.
- install the tag and sync it to the Marmalade Young Driver App as soon as you receive it. Cover will not start until you do this.
- allow your smartphone to transmit data to us using your data allowance or via a Wi-Fi connection.
- immediately tell us about any changes in the information you have supplied us. If we are not informed of any changes this may affect your ability to claim under your policy
- drive in a safe and legal manner (**please see below the Driver Caution Process**)
- agree for us to send you notifications about the standard of your driving
- agree to a parent/guardian and additional drivers receiving the above notifications and having access to your driving information via the Marmalade Young Driver App
- agree that any tampering with the telematics device (also known as a “tag”) 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 tag

### Here are the changes you must tell us about:

- If the insured car changes
- If you change your address, or where you normally keep your insured car
- If you make any changes to your insured car that makes it different from the manufacturer’s standard UK specification
- If you want to use your insured 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 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. If you do have a medical condition which needs reporting to the DVLA, insurance cover will only be provided if you have made the DVLA aware and they have confirmed that you may continue to drive. In the event of there being a claim, settlement may be repudiated, and the policy cancelled if you did not disclose your medical condition to the DVLA.

### 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.

Upon taking this policy you are agreeing to automatically purchase miles when you only have 50 miles remaining using the payment card details you have given us. In the customer portal, you can change the number of miles that will be automatically purchased, and the payment card details can be updated.

You must ensure a valid payment card is available at all times. If your payment card fails, you will receive notification that you may not be insured to drive the car until we receive details of a valid payment card. If the issue is not resolved, you will receive notice that the policy will be cancelled in seven days.

### Use of personal data

We will process any personal information we obtain while providing our services to you in accordance with the principles of the UK General Data Protection Regulation (UK GDPR) and The Data Protection Act 2018.

Please see our [Privacy Policy](#) which explains in detail the information we collect from you and how this is used.

### 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 as soon as we receive the money.

### 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](http://www.financial-ombudsman.org.uk)).

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. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or 0207 741 4100 and <http://www.fscs.org.uk/>.

### Cancellation procedure

#### **Cancelling within the Cooling off period:**

If Marmalade, underwriters or you cancel the policy, we will refund the part of the initial premium, payable by you, that has not been used.

If there has been a claim where costs have not been recovered 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 latest premium paid by you, that has not been used. A £15 cancellation fee will be deducted, if further top ups have not been purchased, from the pro rata return premium for your unused miles.

If there has been a claim where costs have not been recovered there will be no refund.

If we declare your policy void on the grounds of fraudulent activity, there will be no refund.

You may cancel your policy up to 30 days in advance however a refund amount will only be available to you from the date of cancellation.

### **Debt collection procedure**

If 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.

### **Fraud**

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

If any fraud takes place including false re-allocation of trips on the app, we may charge for the miles used and cancel the policy.

### **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. We supply the policy documents only in English and will always communicate with you in English.

## **2. Telematics**

### **Collecting, 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, phone usage, crash detection, 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 tag 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
- Provide immediate notification of a potential crash

#### 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.

### Your journeys

The cost per mile will be based on the information you provide to us, the number of miles you purchase, and your driving score as shown in the Marmalade Young Driver App. This will be reviewed and confirmed every quarter, or when you advise us of any changes.

We categorise our driving risk scores as follows:

- A score of 3, 4 or 5 stars - Green journey
- A score of 2 stars - Amber journey
- A score of 1 star represents a Red journey

You and the registered keeper of the vehicle will be alerted to a red journey by e-mail or by phone and requested to review your journeys on the Marmalade Young Driver App. 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.

Please be advised that the telematics tag may record journeys up to 7 days following the cancellation or lapse of a 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 period which could be cancelling your policy.

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

### Fees and charges

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
Policy administration fee (non-refundable)*	£100
Replacing a faulty tag	£0
Replacing a non-faulty tag	£60
Replacing tag damaged by customer	£60
Cancellation (before the first top-up and after the 14 day cooling off period) **	£15
Cancellation (after the first top-up or in the 14 day cooling off period) **	£0
If a Mid Term Adjustment, other than a mileage top-up, is made on your policy	Up to £25

\*the policy administration fee applies to new customers only

\*\*see above **Cancellation Procedure** for more details.