MARMALADE NAMED YOUNG DRIVER INSURANCE



Underwritten by





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.

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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.
- We will answer all correspondence within five working days of receiving it.

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 you a payment 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 all your 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, minidiscs 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.

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. Sometimes more than one **excess** can apply, in which case **we** add them together.

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 length of time that this contract of insurance applies for. This is shown in the **schedule**.

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.

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).

DEFINITIONS Continued

Terms of business agreement

The document issued to **you** by Marmalade titled 'Marmalade **Terms of Business Agreement**' provided to **you** at inception 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 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**, 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.

Signed for and on behalf of Ageas Insurance Limited

Ant Middle CEO, Insurance Ageas Insurance Limited

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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 aforementioned people, and is not an additional vehicle purchased for **you** to drive.

Mileage is restricted to the mileage specified in **your** policy **schedule** per year for each **app** user. Marmalade reserves the right to cancel the policy should **your** mileage exceed 50% of the total trips of **the car** in the **period of insurance**.

This policy does not cover **you** to drive any other car, whether **you** have the owner's **permission** or not.

Use

The car will only be covered if you are using it in the way agreed on your certificate of motor insurance, or any endorsements.

The car will not be covered while it is being used for any competition, rally, trial, track day, performance test, race or speed trial (whether between motor vehicles or otherwise). This exclusion applies even if the event is not on a public road and regardless of whether it is authorised by the police or another relevant authority. Cover is also not provided for the car being used on derestricted toll roads. Derestricted toll roads are roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended (including the Nurburgring).

Changing the car on your policy

You can change the car on this policy at any time provided we are given notice.

You will need to remove the **tag** from the old car and put this into the new car before **you** will be insured to drive.

A copy of the V5 for the new car must be provided to ${\bf us}$ within 14 days of the date of the change of car.

YOUR COVER

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 your 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 it to its legal owner where it is established that your parent 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 economically repairable

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 **authorised** them.

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 do not want to use one of our approved repairers, you will need to send us an estimate for us to authorise and we may need to inspect the car. We reserve the right to ask you to obtain 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 identical 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.

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 £10,000 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.

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.

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.

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.
- 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.

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.

Section G: No Claim Discount

What is covered

As long as a claim has not been made during the **period of insurance** immediately before **your** renewal, **we** will include a discount in **your** renewal premium. **You** may not transfer this discount to any other person.

If a claim is made during the **period of insurance**, at renewal the no claims discount will be reduced in accordance with **our** current scale (please see below). This means that **you** may have to pay a higher renewal premium.

If a claim is made during the **period of insurance** and the policy is cancelled prior to renewal the no claims discount will be reduced in accordance with **our** current scale on any proof of no claim discount that **we** supply.

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

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.
- We will not pay for any claim occurring outside of the geographical limits.Foreign use is not included as part of this insurance.
- 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.

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.

POLICY CONDITIONS Continued

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**. **We** 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

- You wish to change who is insured to drive the car under this policy.
- 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.

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 provided with when purchasing **your** policy.

11. Telematics Data

This policy differs from a standard motor car policy and requires the fitting of a **tag** to **the car**.

The **tag** will transmit to **us** information which will include (but is not limited to):

- Your location, 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.
- Use of the mobile phone while **the car** is in motion
- Crash detection

This will be used to build a profile of your 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".

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

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

- To review the information disclosed by you in relation to your policy or any claim, and to identify inconsistencies. 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 behaviours and the car usage by compiling and generating driving behaviour scores;
- To assess your driving behaviours and the car usage together with your previous scores to help determine your future insurance 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 communications will not take the form of marketing or promotional material;
- To help us handle any claim, and reduce fraud, by assisting with the identification, assessment or investigation of claims made and to provide clarification as to the circumstances of the claim;
- To provide you with any additional optional telematic services that are, or may become available, where you agree to these at purchase or during the lifetime of your policy;
- To carry out research and analysis to help us to understand driving behaviours which we will use to develop 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 withdrawn **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 **your** notification to Marmalade.

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

Your trips

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

Green journeys will result in no premium increase or cancellation but **you** and **the car** owner can review these **trips** on the secure **app**.

Amber journeys will result in no premium increase or cancellation but **you** and **the car** owner can review these **trips** on the secure **app**.

Red journeys may result in cancellation of **your** policy. **You** and **the car** owner can review these **trips** on the secure **app**.

A driving risk score of five stars represents a perfect journey, and a score of three stars or over is classified as a **green journey**. Achieving a driving risk score of two stars is classified as an **amber journey**, a score of one star represents a **red journey**.

Notification of any **red journey** will be sent to **you** and the **current owner** by e-mail and SMS text message and they will be requested to review **trips** on the **app**. The policyholder and **the car** owner will also be advised of the next steps, which in the event of multiple **red Journeys** may be notice that **we** will be cancelling **your** policy.

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 car owner will be sent an advisory caution notice by e-mail and SMS text message. This will inform you and the car owner of the first red journey, the caution process and will advise the consequences of any further red journey within the applicable time period, as shown in the table below.

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** do incur another **red journey** within the **Red Zone** of 30 days **you** will move to stage 2 and a **Red zone** of 30 days will begin. If **you** do not incur another **red journey** within the stage 1 **Red zone** of 30 days, there will be no immediate action.

However, a subsequent **red journey** will result in a new **Red zone** of 30 days (stage 1) beginning, and the process described above will apply.

Stage 2

Having entered stage 2, if **you** do incur another **red journey** within the **Red zone** of 30 days **you** will move to stage 3 and a **Red zone** of 30 days will begin.

If **you** do not incur another **red journey** within the stage 2 **Red zone** of 30 days, there will be no immediate action.

However, a subsequent **red journey** will result in a new **Red zone** of 30 days (stage 2) beginning, and the process described above will apply.

Stage 3

Having entered stage 3, if **you** do incur another **red journey** within the **Red zone** of 30 days **your** policy will be cancelled.

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.

However, a subsequent **red journey** will result in a new **Red zone** of 30 days (stage 3) beginning, and the process described above will apply.

12. Telematics conditions

Installation

It is a requirement of this policy that a **tag** is fitted to **the car** and that **you** download the Marmalade Young Driver **App**. This must be done as soon as **you** receive the **tag** and **you** must contact **us** if **you** haven't received it within 3 days, or **you** may not be covered under this insurance.

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 can drive straight away subject to the following documents being received within 24 hours:

- 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**.

The telematics tag

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

Unless the **tag** has been removed from **the car**, it is **your** responsibility to inform any person or organisation buying or taking ownership of **the car** that the **tag** is fitted to it. Details of how **driving behaviour** is assessed and scored are set out above, along with details of how the caution process works.

The **tag** links to a driver. The **App** for the driver using **the car** will pair with the **tag** whenever **the car** is driven.

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

- Ensuring Bluetooth is enabled during every trip
- Enabling location services for the App.
- Enabling notifications for the Young Driver App.
- Ensuring that it is not on power saving mode and is charged to more than 10% throughout every journey.

It is a condition of this policy that **you** must not, nor permit any person or organisation to tamper, alter or dismantle 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** may cancel **your** policy in line with the provisions of the **terms of business agreement** as received when purchasing **your** policy.

Should Marmalade identify that **your tag** is not installed Marmalade 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** may cancel **your** policy in line with the provisions of the **terms of business agreement** as received when purchasing **your** policy.

In the event the **tag** becomes defective Marmalade will advise **you** and a replacement **tag** will be dispatched to **you** and **you** will be required to post the defective **tag** to Marmalade. **You** must not drive **the car** until the **tag** has been repaired or replaced.

If **you** cancel **your** policy, the **tag** will not collect or transmit 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.

15. Policy renewals

You will be contacted by your insurance adviser regarding the renewal of your policy. Your renewal premium will reflect your driving behaviour during the period of insurance. We reserve the right to amend or withdraw the invited renewal premium due to unacceptable driving behaviour that occurs between the date that the renewal is offered and the renewal date of the policy. Your policy may be auto-renewed, please contact Marmalade prior to your renewal date for more information.

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.

PRIVACY NOTICE

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. 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 or by emailing thedpo@ageas.co.uk. 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** including **your** name, address, contact details, date of birth, credit history, criminal offences, claims information 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: publically 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.

Using your information

The main reason we collect your personal information and/ or special categories of personal information is 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.

If **you** have given **us** such information about someone else, **you** would have confirmed that **you** have their **permission** to do so.

PRIVACY NOTICE Continued

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; 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 in providing **our** products and services to **you** and/or to fulfil **our** legal and regulatory obligations. Please refer to **our** full Privacy Policy for more information.

Use and storage of your information overseas

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). **We** will not transfer **your** information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or **we** have taken all reasonable steps to ensure the firm 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, these rights include but are not limited to: the right to a copy of your personal information we hold; object to the use of your personal information; withdraw any permission you have previously provided and complain to the Information Commissioner's Office at any time if you are not satisfied with our use of your information. For a full list of your rights please refer to the full Privacy Policy.

Please note that there are times when **we** will not be able to delete **your** 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.

WHAT TO DO IF YOU HAVE A COMPLAINT

Should there ever be an occasion where **you** need to complain, **we** will sort this out as quickly and fairly as possible.

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

If you have a complaint regarding your claim, please telephone us on the number shown in your claims documentation. Alternatively, you can 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

WHAT TO DO IF YOU HAVE A COMPLAINT Continued

Service standards

We will try to resolve **your** complaint by the end of the third working day. If **we** are unable to do this, **we** will write to **you** within five working days to either:

- Tell you what we have done to resolve the problem; or
- Acknowledge your complaint and let you know when you can expect a
 full response. We will also let you know who is dealing with the matter.

We will always aim to resolve **your** complaint within four weeks of its receipt. If **we** are unable to do this **we** will give **you** the reasons for the delay and indicate when **we** will be able to provide a final response. If for any reason **you** are dissatisfied with **our** final response, **you** should escalate the matter as outlined below.

Financial Ombudsman Service

You can ask the Financial Ombudsman Service to review **your** complaint if for any reason **you** are dissatisfied with **our** final response, or if **we** have not issued **our** final response within eight weeks from **you** first raising the complaint.

You can contact the Financial Ombudsman Service at the address below, however they will only consider **your** complaint once **you** have tried to resolve it with **us**

Financial Ombudsman Service Exchange Tower London E14 9SR

For further information call **0800 023 4567 You** can also visit the Financial Ombudsman Service website at **www.financialombudsman.org.uk**

Following the complaints procedure does not affect **your** right to take legal proceedings.

WHAT TO DO IF YOU HAVE A COMPLAINT Continued

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If **we** cannot meet **our** obligations, **you** may be entitled to compensation under the scheme. **You** can get more information from the Financial Services Compensation Scheme at **www.fscs.org.uk** or by calling **0800 678 1100** or **0207 741 4100**.

Underwritten by **Ageas Insurance Limited**

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



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