

## **Marmalade Terms of Business Agreement**

### **1. Accepting our Terms of Business:**

Throughout this Terms of Business document, references to 'we' 'us' and 'our' are references to Marmalade (which is a trading 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. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact our Customer Services Team on 0333 358 3441 or by email to [familycar@marmalade.co.uk](mailto:familycar@marmalade.co.uk) or in writing to:

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

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

### **2. Regulation:**

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.

### **3. What we do:**

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

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

Named Young Driver Insurance policy 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 annual premium along with a profit share arrangement. Our entitlement to commission arises as soon as you give us instructions to take out or renew 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, renew or cancel your policy with us whether through our website, by written correspondence (including email) or over the phone, then you will do so on

a non-advised basis. It is important that you read all of 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 Named Young Driver 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.

#### **4. Your Responsibilities:**

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

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

Here are the changes you must tell us about:

- If you change your car
- If you change your address, or where you normally keep your car
- If you make any changes to your car that make your car different from the manufacturer's standard UK specification
- If you want to use your car for a purpose not permitted in your Certificate of Motor Insurance
- If you are convicted of a criminal or motoring offence including fixed penalty notices
- If you have a prosecution pending for any motoring offence
- If you believe you are going to go over your mileage
- If you become unemployed or change occupation, including any part-time work
- If you change your name due to marriage or Deed Poll
- If there are any changes made to the status of your driving licence
  
- If you become aware of any physical or medical condition which may affect your ability to drive. 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.

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

- The car will be driven in a safe and legal manner.
- You (the Policyholder) agree to provide an accurate way for us to send you notifications about the standard of your driving and that you agree to receive these notifications.
- You (the Policyholder) agree to a parent/guardian and additional drivers receiving the above notifications and having access to your driving information via the Marmalade Young Driver app
- You acknowledge 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.
- You agree to 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.
- You agree that in order to take out Marmalade Named Young Driver Insurance you are required to have a Smartphone and download the Marmalade Young Driver App. Once your tag is installed you will be required to sync the app to the device.

## **5. Use of Personal Data:**

We will process any personal information we obtain in the course of 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.

## **6. How we use the data that is collected by our Telematics Tag:**

### **Collection, processing and storage of data.**

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

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

The data collected will include a broad range of data relating to your vehicle (location, mileage, speed, braking, accelerating, cornering, 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.

We will:

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

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

### **7. Your Journeys:**

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

- Green journeys will result in no action being taken or cancellation;
- Amber journeys will result in no action being taken or cancellation;
- Red journeys may result in cancellation of the policy;

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 and SMS text message 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 time period.

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

## **8. Handling Money**

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

## **9. Complaints and Compensation**

We aim to provide you with a high level of customer service at all times, but if you are not satisfied, please contact our Complaints Officer, at the address shown above. When dealing with your complaint, we will follow our complaint handling procedures. A summary of these procedures is available on request. If you are still not satisfied, you are entitled to refer the matter to the Financial Ombudsman Service ([www.financial-ombudsman.org.uk](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/>.

## **10. Cancellation Procedure**

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

**If you, Marmalade or our underwriter cancel the policy within the 14-day cooling off period, we will refund the part of the initial premium, payable by you, that has not been used.**

If there has been a loss claim there will be no refund and the full annual premium is payable.

### **Cancelling outside of the Cooling off period**

**If you, Marmalade or our underwriter cancel the policy after the cooling off period, we will refund the part of the initial premium, payable by you, that has not been used and a cancellation fee of £15 will apply.**

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

If there has been a loss claim there will be no refund and the full annual premium is payable.

## **11. 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:

<b>Description</b>	<b>Fee</b>
Policy administration fee (non-refundable)	£100
Replacing a Faulty Tag	£0
Charge if Tag found not faulty	£60
Customer requested new Tag	£60
If the customer damages or tampers with their Tag	£60
If a Mid Term Adjustment is made on the policy	Up to £25
Cancellation outside 14 day cooling off period	Up to £15

Note: The policy administration fee applies to both new and renewing customers.

## **12. Additional Payments or Refunds**

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

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

## **13. Debt Collection Procedure**

If any instalment payments are missed or defaulted, the policy will potentially be cancelled if payment is not made within 14 days of the notification date. You will be issued with a letter notifying you of the non-payment and you will be given 14 days to ensure that payment is made.

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

#### **14. Renewing your Policy**

For your protection shortly before the renewal of your policy, we will send you a renewal invitation, which contains information on the premium due and the details we hold. It is important you check the information we hold is accurate and you inform us of any changes in your circumstances.

**You may have opted for your policy to be set up on an auto-renew basis for your convenience and security. You can opt out of this at any time, meaning your policy will automatically expire at renewal unless you contact us to renew it. If you did opt in, and you are happy with your renewal quote, there is nothing more you need to do and your policy will automatically renew.**

Details of whether your policy will be automatically renewed will be confirmed on your renewal invitation together with your payment options. If you do not wish us to renew your policy automatically, please inform us at any time up to 7 days before your renewal date. If we do not hear from you to the contrary, we will take this as your authority to accept the renewal terms and will accept on your behalf the policy offered. Please note that if we confirm your policy will not be automatically renewed, cover will cease on your renewal date unless you contact us beforehand to make a payment.

#### **15. Fraudulent and False Claims**

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

#### **16. No Claims Discount**

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

#### **17. Applicable Law**

English law applies to your relationship with us. Similarly, unless you and your insurer agree otherwise, English Law applies to your relationship with your insurer and your insurance contract. We supply the policy documents only in English and will always communicate with you in English.