

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 newdriveradmin@wearemarmalade.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 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.

Black Box Insurance is a bespoke policy arranged on your behalf and underwritten by the following insurers – to see who your insurer is please refer to your policy documents:

Highway Insurance (part of the Liverpool Victoria group of companies)

Ageas Insurance Limited

Markerstudy Insurance Services Limited acting for and on behalf of Tradex Insurance Company Limited.

We receive commission from the insurer which is a percentage of the total annual premium and of any additional premiums that may be charged. 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 work with the insurer to ensure that the policies we offer are competitively priced and offer an appropriate level of cover. 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 the Black Box Insurance and these are detailed below : under Section 10 'Cancellation Procedures' and Section 11 'Fees and charges relating to the Telematics device'.

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. 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 there is a change in your annual mileage
- If you wish to change the drivers covered under your policy
- If you, or any other driver covered by your policy, are convicted of a criminal or motoring offence including fixed penalty notices
- If you, or any other driver covered by your policy, have a prosecution pending for any motoring offence
- If you, or any driver covered under your policy, become unemployed or change occupation, including any part-time work
- If you, or any driver covered under your policy, change their name due to marriage or Deed Poll

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

By accepting our Terms of Business you are acknowledging that it is an integral part of this scheme that a Telematics device (also known as a “tag”) is fitted to your vehicle as soon as you receive the tag. As a result you agree to the following Marmalade principles:

- The car will be driven in a safe and legal manner.
- You (the Policyholder) agree to provide an accurate way for us to send you notifications about the standard of your driving and that you agree to receive these notifications.
- You (the Policyholder) agree to a parent/guardian and additional drivers receiving the above notifications and having access to the Marmalade driver’s dashboard.
- You acknowledge that any tampering with the 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 additional drivers aware of the above conditions.
- All drivers own a smartphone and will allow it to transmit data to us using data allowance or via a Wi-Fi connection

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 Device:

Collection, processing and storage of data.

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

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

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

The policyholder and any parent, grandparent or guardian named on the policy will be able to view all journeys taken in the car on the Marmalade Young Driver app. Any other named drivers will only see their own journeys on the app

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 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 and location of your vehicle from the tag provider. The location data will be made available to a Finance Company (where they have provided vehicle financing), or any legitimate third party, should it be required;
- 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.

- Provide your insurer with the driving data which they may use to help calculate your renewal premium.

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

7. Your Journeys:

Please note: the journeys will be registered against the main driver/insured, irrespective of who was driving at the time of any red journey. It is important to ensure that all named drivers are aware that the tag will record every journey and repeated poor driving could lead to penalties being applied and the policy being cancelled.

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

- Green journeys will result in no premium increases or cancellation;
- Amber journeys will result in no premium increases or cancellation but you and the insured driver will be requested to review your driving behaviour;
- Red journeys may result in increased premiums or 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 all insured drivers will be alerted to a red journey by e-mail and SMS text message. You will also be advised of the next steps, which may, in the event of multiple red journey, include a requirement for you to pay an additional premium or notice that we will be cancelling your policy.

Additional Insurance Cover

If you have selected additional cover such as key cover or legal protection, please refer to the separate Policy and Information Product Information Documents

Driver Caution and Additional Premium process

Caution notice

A message sent to you and the insured driver following a red journey setting out the consequences of that red journey under the caution and additional premium process.

Caution and additional premium process

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

Advisory caution notice

You or the insured drivers are permitted one red journey before entering the caution and additional premium process. After this first red journey, you and the insured drivers 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 and additional premium process.

Subsequent red journeys

Once the 24 hour review period has passed, if you have another red journey you will be charged an additional premium, or subject to availability, be given a choice of an on-road training session with the road safety organisation IAM RoadSmart. You and the insured drivers will receive a caution notice informing you of the consequences of a further red journey within the specified time period and the options available. You and the insured drivers will receive a caution notice informing you of the consequences of a further red journey within the specified time period and the options available.

A full explanation of the process is provided in the Red Journey Process document provided with your policy documentation.

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).

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

If Marmalade or our insurers cancel the policy, we will refund the unused part of the premium (not including additional premiums for poor driving), payable by you, and the cancellation fees shown below will only apply if you have not adhered to the conditions of the policy. You will receive 7 days notice of cancellation and your policy will be cancelled on the date stated.

Cancellation reasons can include, but are not restricted to:

- Not receiving required documents
- Red journeys
- Not downloading or using app correctly (including correct settings)
- Not fitting or pairing tag with mobile phone

If we discover that you have deliberately withheld information from us, or you gave us wrong information because you didn't take care when communicating with us or your adviser, we may be entitled to void your policy. This means we would treat the policy as though it had never been issued. We may also refuse to pay any claim and keep any premium you've paid.

If the policy is cancelled within 14 days of inception of the policy, we will refund the unused part of the premium (not including additional premiums for poor driving), payable by you, that has not been used. A minimum insurer premium for the time on risk of £25 plus Insurance Premium tax may apply (no additional charge if the time on risk charge exceeds £25 or policy cancelled before the start date) in addition to a £15 Marmalade cancellation fee, and you will not be entitled to a return of the policy administration fee. **If the policy is cancelled after the 14 days of inception of the policy**, we will refund the unused part of the premium (not including additional premiums for poor driving), payable by you, that has not been used. A minimum insurer premium for the time on risk of £25 plus Insurance Premium Tax may apply (no additional charge if the time on risk charge exceeds £25 or policy cancelled before the start date) in addition to a £15 Marmalade cancellation fee, and you will not be entitled to a return of the policy administration fee. You can cancel your policy by calling 0333 358 3441 or e-mailing newdriveradmin@wearemarmalade.co.uk.

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

11. Fees and charges

You will be informed of the total price to be paid, including any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded. We 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 Tag if 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	£15
Cancellation 14 days after the inception of the policy	£15

(NB : Please note that the Policy Administration Fee applies to both New Business and Renewal)

If you choose to pay for your policy by monthly direct debit instalments, Marmalade will introduce you to Premium Credit Ltd, who we use to provide premium finance. Marmalade is a credit broker and not a premium finance provider and we may receive a commission from Premium Credit Ltd for introducing customers to them.

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.

12. 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.

13. 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.