

## **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 style of Provisional Marmalade 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 [learneradmin@wearemarmalade.co.uk](mailto:learneradmin@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:**

Provisional Marmalade Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 542063. 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.

Learner Driver Insurance is a bespoke policy arranged on your behalf and underwritten by Ageas Insurance Limited. You do not pay us a fee for doing this. We receive commission from Ageas Insurance Limited which is a percentage of the total annual premium. 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 Learner Driver Insurance and these are detailed below: under Section 8 'Cancellation Procedures' and Section 9 'Administration Fee'.

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 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.

## **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 **General Data Protection Regulation (EU) 2016/679** 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. 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.

## **7. 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)). You are also able to use the EC On-line Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/> who will notify FOS on your behalf.

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/>.

## **8. Cancellation Procedure**

### **Before your policy start date:**

If you notify us that that you wish to cancel the policy before the policy starts, the following refunds will be made:

7 or 14 day policy: Full refund

30, 60, 90, 120, 180 or 240 day policy: Full refund of total premium, minus £10.00 cancellation fee

### **After your policy start date:**

**Please note that in the event of a claim being made, regardless of when the policy is cancelled, there will be no refund given.**

If you notify us that you wish to cancel the policy once it is in force, the following rules will apply:

### **Cancelling within the 14 day Cooling Off Period**

7, 14 or 30 day policy: No refund

60, 90, 120, 180 or 240 day policy: Pro- rata refund of the part of the premium not used, minus £10.00 cancellation fee

PLEASE NOTE: where applicable, the refund will be based upon the total cover provided – which will include the day of cancellation itself.

### **Cancelling outside the 14 day Cooling Off Period**

7 day policy: No refund

14 day policy: No refund

30, 60, 90, 120, 180 or 240 day policy: No refund

If you pass your driving test within the duration of your Marmalade Learner Insurance policy, your policy will be cancelled and the above rules (relating to cancellation within and outside the 14 day Cooling Off Period) will be applied.

**If your policy is declared as void (for reasons other than on the grounds of misrepresentation of facts or fraud) by Marmalade or our underwriters, we will refund the full premium, less an administration charge, as detailed below:**

7 or 14 day policy: Full refund

30, 60, 90, 120, 180 or 240 day policy: Full refund of total premium, minus £10.00 administration fee

## **9. Administration Fee**

The price you pay includes an administration fee, as well as the premium and Insurance Premium Tax (IPT). The administration fee will be £30 for all policies other than for policies that are 14 days or less, when the fee will be £7.50.

## **10. 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. The policy will not be renewed automatically and you should renew your policy via our website.

## **11. Fraudulent and False Claims**

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

## **12. 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.