

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). 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 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 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.

If you choose to take out, 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. This means that we will provide you with information in order for you to make an informed choice about any insurance transactions you chose to make with us.

You agree to receive your policy documents, including your certificate of insurance, electronically where it is appropriate for you to do so.

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.

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 Data Protection Act 1998.

We may use your information for credit scoring, customer profiling, research, system testing and to manage your insurance policy: administration, underwriting, renewal and claims handling. We may also use your information to send you information about products and services we offer. We may also pass your information to other companies within our group to use for the same purposes. Your information may continue to be used for these purposes and in order to comply with statutory obligations after your insurance policy has ended. You may be contacted by mail, telephone or e-mail. If you do not want us to send you information about other products and services, or to pass your details to other companies, you should inform us by contacting our Customer Services Team on 0333 358 3441, by email to learneradmin@wearemarmalade.co.uk or in writing to our address shown above.

We or the insurer may from time to time need to undertake some of the processing of your data in countries outside of the European Union and in such cases, we or they will ensure that there is an agreement in place relating to the processing of your data which gives equivalent assurances relating to the processing of data as found in the Data Protection Act 1998.

You have the right to request that we correct any inaccuracies in the information that we hold about you and on payment of a fee. You have the right to request a copy of the information we hold about you. If you have any questions about this or about any other information in this notice, or if you want more details of the databases we access and contribute to, please ask our Customer Services team whose contact details you will find above.

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). 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. Insurance advising and arranging is covered for 90% of the claim without any upper limit. For compulsory classes of insurance (such as Third Party Motor or Employers Liability), insurance advising and arranging is covered for 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on 0207 892 7300 or <http://www.fscs.org.uk/>.

8. Cancellation Procedure

Cancelling within the Cooling off period

If you wish to cancel within the first 14 days – We will refund the part of the premium that has not been used less an administration charge of £10*.

(Example: Price of 30 Day Cover – Total Cost of Days Used – Administration Fee = Total Amount Refunded) or (£88.81- £8.88 - £10 = £69.93).

If there has been a loss claim there will be no refund.

Cancelling outside of the Cooling off period

If you wish to cancel after the first 14 days, we will refund any unused periods of 30 or 60 days remaining on your policy, less an administration fee of £10.

(Example: Price of 90 day cover – Price of 30 day cover – administration fee = total amount refunded) or (£216.84 - £88.81 - £10 = £118.03)

If Marmalade or our underwriters cancel the policy, we will refund all outstanding full months premium subject to a cancellation fee of £10

***Passing your Driving Test**

If you pass your driving test within the duration of you Marmalade Learner Driver Insurance policy, your cover is deemed void. At this stage, regardless of the time and date of cancellation we can only refund you for periods of 30 or 60 days that remain unused, less an administration fee of £10. A 14 day cooling period does not apply in these circumstances, due to the short term nature of the policy.

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

9. 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.

10. 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.

11. 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.