

MARMALADE INSURANCE

POLICY BOOKLET

TO MAKE A
CLAIM,
CALL 0333 035 9888

Add the claims number
above to your contacts.
Or, simply scan this code
with your phone camera.



WELCOME TO MARMALADE

Thank you for arranging your car insurance through us. We hope you find this booklet useful in ensuring you get the most out of your insurance policy.

This document is laid out so that you can easily find what you need, when you need it.

Before you do anything else, please spend a few minutes checking the following documents carefully. If any of the information is incorrect, this could affect your insurance cover:

- this policy wording
- your Schedule
- your Statement of Fact
- your Certificate of Insurance

These documents, any endorsements, and any notice of changes issued at renewal form the contract between you and the insurer and show the detail of what the insurer will and will not cover as well as anything you need to do.

If any information is incorrect, the policy does not cover what you thought it would or if you are just not sure please contact our customer services team on webchat at www.wearemarmalade.co.uk and we will help you in any way we can.

Thanks again for choosing Marmalade.

The Marmalade Team

USEFUL CONTACTS

Whether you need to make a claim, manage your policy or access your other benefits as a Marmalade customer, our teams are here to help.

Important contact details



Make a Claim

Call the 24hr Claims Line on: **0333 035 9888**



Personal Legal Advice Helpline

Call our free Legal Helpline for general private legal or tax advice in the UK (available to all Marmalade customers) on:

Call on: 0333 035 9747

If after you have been provided advice by the helpline you require any further legal support, there is a cost for this assistance which you will need to pay for. However, as a Marmalade customer, you benefit from a discounted rate with our supplier.



Managing your policy your way

You can make changes to your policy online 24/7

- It's easy to register for My Account
- Register using your Policy Number, D.O.B. and Postcode
- You can view, and print policy documents whenever needed
- Make policy changes safely and securely
- Renew your policy safely and securely

Visit www.wearemarmalade.co.uk/myaccount

Alternatively, you can visit www.wearemarmalade.co.uk and start a chat to make a payment, make a claim, cancel your policy, renew your policy, or make a complaint.

You can also request copies of your policy documentation in braille, large print or audio format

We may record phone calls for training and monitoring purposes.

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HOW YOUR CAR POLICY WORKS

This section gives you an explanation of what your car insurance covers.



Accidental Damage

This is when your car is damaged in an accident, whether that involves someone else or just you.



Malicious Damage/Vandalism

This is if someone not insured by the policy purposely vandalises (intentionally damages) your car.



Theft or Attempted Theft

This is if someone takes your car without your permission, or tries to and causes damage to your car.



Fire

This is when your car is damaged or destroyed by a fire.



Windscreen and Glass Cover

This is if the windscreen or other windows (not including panoramic roofs) are broken or chipped.

UNDERSTANDING YOUR POLICY

DEFINITIONS

As your car insurance is specific to you there are times when you will need to refer to another document to help you fully understand your cover. These documents are:

Certificate of Insurance

This document shows

- dates when your insurance starts and ends (We won't cover incidents that happen outside these dates);
- the registration of the car covered;
- who is allowed to drive your car; and
- what your car can be used for, e.g business use.

Schedule

This document contains the details of the policy you have with us and includes:

- dates when your insurance starts and ends (We won't cover incidents that happen outside these dates);
- details of the car insured;
- any excesses that you have to pay; and
- any endorsements that apply. (An endorsement changes the cover provided by this policy wording and is specific to you and/or a named driver).

Statement of Fact

This document shows the information you've provided to us to set up, change or renew your car insurance. It is extremely important you check this information as it could mean a claim is not covered if it is incorrect.

We will issue you a Certificate of Insurance, Schedule and Statement of Fact when you set up or renew your policy or if your policy is changed.

There are also a number of words and phrases that we use throughout this document, which may sound straightforward, but have a specific meaning when we mention them in your policy. You need to understand these words, so we have explained them below. Please make sure you understand them before you continue reading this document.

Your Car

The car(s) shown on your Certificate of Insurance and Schedule. This includes any permanently fitted manufacturer equipment such as fixed sat navs, audio equipment, and any accessories permanently attached to your car.

The definition of your car also includes the standard tool kit the manufacturer has supplied, and any electric vehicle charging cables and batteries whether the battery is owned or leased.

Marmalade

This is the name of the company who arranged your car insurance and who you should contact if you have any queries or need to make any changes. Marmalade is a trading name of Atlanta Insurance Intermediaries Limited. Authorised and Regulated by the Financial Conduct Authority under firm reference number 309599. Company registration number: 756681. Registered address: Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB.

We, our, us

Marmalade who administer this policy for and on behalf of the insurer, and the insurance company or Lloyd’s syndicate.. Your insurer is specified in the schedule, on whose behalf this document is issued.

You or your

This is you the policyholder who is named on the Schedule and Certificate of Insurance.

UNDERSTANDING YOUR POLICY

WHICH SECTIONS ARE RELEVANT TO YOU?

Your Schedule and Certificate of Insurance will tell you which level of cover you have bought, and what your car can be used for.

Please use the table below along with your Schedule to identify which sections of this policy wording apply to you.

Policy Features & Benefits	
Section	Comprehensive
1. Damage to your car (Includes Personal Belongings and Replacement Locks and Keys cover)	✓
2. Liability Claims against you or others named on your Certificate of Insurance	✓
2a. Legal Costs	✓
2b. Emergency Medical Treatment	✓
3. Windscreen and Glass Cover	✓
4. Driving other Cars (If included on your certificate of Insurance)	✓
5. Using your car abroad	✓
6. Personal Accident	✓
7. What we won't cover you for in Sections 1 - 6	✓
8. General Conditions	✓
9. Legal Information	✓

Further information is given under the relevant sections.

GUIDE TO MAKING A CLAIM

We hope you never have an accident or need to make a claim but if you do it helps to know what to expect and what you need to do.

The first thing you need to do straight away is save our claims phone number in your phone so you have it to hand.

24/7 Claim Line - 0333 035 9888

This claims line is operated by on behalf of Marmalade by an accident management company we appoint. Details of the accident management company can be found on your Marmalade Terms of Business document.

What to do if you have an accident or your car catches fire

1. Stop at the scene (or where it is safe to do so).
 - a. Never admit blame or offer to pay for damage.
 - b. If anyone else admits blame or offers to pay for your repairs let us know.
2. Note down the name, address, phone number and vehicle registration of the other drivers. Give your details in return.
 - a. If possible and safe to do so take pictures of the scene and try to get contact details of any witnesses.
3. Call the police if anyone's injured or a driver refuses to stop or give their details. If there's been a crime, make a note of the crime reference number the police give you.

Then contact us as soon as possible on 0333 035 9888. You should do this even if you don't want to make a claim. We will ask you some questions about what happened and take you through the next steps.

What to do if your car is stolen or vandalised

If your car has been stolen, something's been stolen from it, or it has been vandalised, you should start by calling the police and make sure you get a crime reference number to pass to us.

Then contact us as soon as possible on 0333 035 9888. We will ask you some questions about what happened and take you through the next steps.

Important things to be aware of

How long will the claim take?

The length of time a claim takes varies based on the circumstances and the number of people involved. For example if it is just your car involved this will take a shorter period of time to resolve than if other people are involved in the accident, if anyone is injured or the police are involved.

We will keep you informed throughout the claims process to make sure you are aware of how your claim is progressing and how long things are expected to take.

Using your own repairer

If you want to use your own repairer or make the repairs yourself the benefits such as collection and delivery of the car, courtesy car, storage costs and workmanship guarantees will not apply.

You will need to provide us with a repair estimate that we must agree before work can start.

You will also have to arrange collection, delivery or storage of your damaged car and pay any charges that may apply.

Excesses

An excess is the amount you will have to pay towards any claim you make.

Your total excess will be made up of a compulsory excess which we set, your voluntary excess which you choose and any specific young or inexperienced driver excesses, if applicable.

Details of the excesses you have to pay are shown within your Schedule.

The below examples provides a simple view of how the excess could work on a basic claim.

Example 1 - If you do not have a young or inexperienced driver on the policy.

You have an accident in your car, and the cost to repair your car is £2,000. If you have a **£150** compulsory excess and a **£150** voluntary excess you would have to pay **£300** towards the repairs. We will pay the remaining £1,700.

Example 2 - If you have a young or inexperienced driver on the policy.

If a 20 year old driver has an accident in your car, and the cost to repair your car is £2,000. You would have an extra young driver excess of **£295** to pay in addition to your **£150** compulsory excess and **£150** voluntary excess. This means you would have to pay **£595** towards the repairs. We will pay the remaining £1,405.

Important notes:

You would not have to pay an excess if there was no damage to your car.

SECTION 1

DAMAGE TO YOUR CAR

If your car is damaged or stolen

This section provides details of the cover provided for your car whilst driving in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Your cover limits for damage to your car

The below limits are payable after the excess has been paid, your excess can be found in your Schedule.

In deciding the market value of your car, we will refer to insurance industry recognised guides of car values as well as searching for available cars being offered for sale to the general public.

For all claims regarding your car	Up to market value
Courtesy car - Whilst being repaired at a recommended repairer	Duration of repairs
Personal belongings	Up to £150
Replacement locks and keys	Up to £300

What we cover you for - Damage to your car

If your car (including its accessories and any panoramic roof) is damaged by an accident, vandalism, fire, lightning, explosion, theft or attempted theft, we will:

- ✓ pay for repairs; or
- ✓ replace what is damaged if it cannot be repaired or is no longer available; or
- ✓ pay the market value of your car and accessories at the time of the damage. When you accept this payment, your car becomes our property, unless we agree otherwise.

Replacement Locks and Keys

- ✓ If your car keys are stolen, we will pay up to £300 to replace the keys, locks and ignition on your car.
- ✗ We will not pay any claim where the keys were left unattended in or on the car at the time of the theft.

Personal Belongings

- ✓ If you are making a claim under your car insurance policy we will pay up to £150 for loss or damage to the personal belongings owned by you or any driver named on your Certificate of Insurance.
- ✗ We will not cover loss or damage to:
 - money, jewellery, stamps, tickets or documents
 - tools, goods or samples carried in connection with any business;
- ✗ We will not cover theft from a soft-top or convertible car unless the personal belongings were kept in a locked boot or locked glove compartment;
- ✗ We will not cover any theft of personal belongings if they are not hidden from view, for example in the glove box or boot.

What we do not cover you for

Section 1 - We will not pay for:

- ✗ the excess shown on your Schedule;
- ✗ loss or damage to windscreen or glass windows or for bodywork damaged by glass;
- ✗ loss or damage to your car if it is stolen or damaged because you didn't take care of your car keys or any other device used to unlock your car, such as leaving the keys in, on or attached to your car whilst it was unattended;
- ✗ loss or damage to your car by theft or attempted theft if the engine has been left running when unattended;
- ✗ loss or damage by theft or attempted theft unless all windows, sunroofs and all doors are securely closed and locked when unattended;
- ✗ for loss or damage to permanently fitted audio or communication equipment not fitted when the car was built;
- ✗ anything that happens gradually over time, and cannot be linked to a one off accident or theft for example rusting or damage caused by frost or animals, water from outside making its way into the car or damp, or electric vehicle batteries degrading over time;
- ✗ loss of or damage to specialist paintwork, including any engraving or precious metals, on your car unless you have advised us of this modification and it is shown on your Statement of Fact;
- ✗ loss of or damage to accessories unless your car is lost or damaged at the same time;
- ✗ loss of or damage to any accessory which is not attached to your car at the time of the incident;
- ✗ your car losing value;
- ✗ loss in value of your car after you have made a claim and repairs have been completed;
- ✗ loss of or damage to anything being towed i.e. trailers or caravans;

- ✗ mechanical, electrical, electronic or computer failures (including failure caused by hacks, viruses or malware), breakdowns or breakages. This could be things such as manufacturer or app issues that prevent you being able to use your car;
- ✗ damage to tyres caused by braking, punctures, cuts or bursts;
- ✗ loss or damage to your car caused by the wrong fuel being used;
- ✗ loss of use of your car or any other indirect loss, such as travel expenses or loss of earnings. These are commonly called uninsured losses, however, if the accident was not your fault and someone else was responsible, you may be able to claim for these losses using a Motor Legal Expenses cover;
- ✗ damage you or anybody insured under this policy has done deliberately;
- ✗ theft or unauthorised taking of your car unless the incident is reported to the police and assigned a crime reference number and you do not at a later date make any statement to the police that the car was taken with your permission;
- ✗ loss or damage to glass or for bodywork damaged by glass (this is covered under Section 3 Windscreen and Glass Cover);
- ✗ loss or damage caused by you carelessly allowing someone to deceive you, for example if you allow someone to test drive your car and you did not accompany them;
- ✗ loss of or damage to your car if it is impounded or destroyed by an authorised body e.g. the police or local councils;
- ✗ loss or damage to any vehicle you are driving which is not shown on your Schedule;
- ✗ loss of or damage to your car from an authorised body taking your car and returning it to its legal owner;
- ✗ loss or damage to any trailer, caravan or vehicle (or any property in the trailer, caravan or vehicle) being towed by your car;
- ✗ the return of your excess or reinstatement of you no claim bonus if you are hit by an uninsured driver;
- ✗ replacement of your car with a new car of the same make, model and specification if the estimated cost of repairing the damage caused by a claim is more than 59%
- ✗ the difference between the amount we pay for your car following a claim and any amount you owe on a finance or lease agreement.

How we settle your claim under Section 1

Ownership

If your car belongs to someone else, or is under a hire purchase or leasing agreement, we will pay the legal owner or agree with them to replace your car.

If the market value is more than the amount you owe the finance or leasing company, we will pay the difference to you. Alternatively, if the market value is less than the amount you owe the finance company, it is your responsibility to pay that difference.

Repairs

Once we have details of the accident, if the loss or damage is covered, we will agree with you how to arrange the repairs to your car through our recommended repairers. This will include collecting your damaged car, storage costs, and delivering it back to your home once repairs have been completed.

A courtesy car will be provided whilst your car is being repaired at our approved repairers, but will not be provided if your car is stolen and not recovered or is deemed a write off (cost to repair is more than 59% of the market value of your car). The car provided will be small hatchback car with an engine size less than 1.2cc. It will be covered under the same cover as your car and can only be used within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We may use parts or accessories, which aren't made or supplied by your car's manufacturer but are of similar type and quality to the parts and accessories we're replacing.

All repairs will have a guarantee if you use our recommended repairer. The guarantee stands for 5 years from the date that the work was carried out, or until you sell your car.

Get you home

We will make sure that you and your passengers are taken to your home if your car is not roadworthy after an incident.

- ✗ We will not cover any costs for overnight accommodation or any travel expenses for alternative transportation (such as a hire car) if you are unable to use your car following an accident.

Excesses that apply

If your Schedule shows an excess applies to your claim, you must pay that as the first part of any claim. (See page 11 for an explanation of how excesses work)

SECTION 2

LIABILITY

If you injure someone or damage their property

This section tells you what is covered if you have an accident and injure someone or damage someone else's property.

Your cover limit for liability if you injure someone or damage their property

If someone dies or is injured	Unlimited
If you damage someone else's property	Up to £20 million per claim
Related legal costs	Up to £5 million per claim

Liability - Claims against you or others named on your Certificate of Insurance

- ✓ If someone dies or is injured in a car accident as a result of you or anyone named on your Certificate of Insurance using your car or a car provided by us or our approved provider to you, we will cover you for any amount that you are legally obliged to pay.
- ✓ We will also cover you if someone dies or is injured by any electric charging cables attached to your car.
- ✓ We will also cover you and anyone named on your Certificate of Insurance for up to £20 million per claim if you are legally obliged to pay for damages you cause to someone else's property while using your car. This will include up to an additional £5 million for other related legal costs and expenses such as defending any legal action taken against you by the person whose property has been damaged.
- ✓ We will also provide this cover if the death, injury or damage is caused by a trailer, caravan or broken down vehicle that was attached to your car at the time of the accident.
- ✓ We will also provide this cover for anyone travelling in, getting into or out of your car where they cause injury, death or damage to property.
- ✗ We will not cover any damage to property which is owned by, or is in the care of, any person who is claiming under this section - including any vehicle, trailer or caravan.
- ✗ There is a separate limit of £1.45 million for any single pollution or contamination incident, which includes all costs and expenses.

- ✗ We will not cover death of or injury to anyone arising out of their employment by any person insured under this policy except as required under the Road Traffic Acts. Cover for employees would be provided by Employers Liability Insurance which is required by law.
- ✗ We will not cover any death or injury caused by an accident if you or anyone shown on your Certificate of Insurance or Schedule as allowed to drive use your car for any purpose that is not shown on your Certificate of Insurance, such as using your car for yours or your employers business when you are only insured for personal use (social, domestic and pleasure only).
- ✗ We will not cover any death or injury caused by electric charging cables connected to your car, if you have not taken due care to prevent any accidents or injury.
- ✗ We will not cover death of, injury to or damage to anyone's property caused by a vehicle you are driving which is not shown on your Schedule.

Section 2a - Legal Costs

Following a claim, if we have given our agreement, (this is usually when someone has died in an accident you were involved in) we will cover anyone insured by this policy for:

- ✓ solicitors' fees for representing them in court; and
- ✓ defending any legal proceedings for manslaughter or causing death by dangerous driving.

When assessing whether we agree to cover legal costs and expenses we consider:

- the level of legal expertise required, and the nature of the case;
- the level of costs charged by the legal representative; and
- whether legal representation for a defence of a prosecution is likely to affect the outcome.

Section 2b - Emergency Medical Treatment

- ✓ We will pay for emergency medical treatment, as required under the Road Traffic Acts, following an accident in your car.
- ✓ If this is the only payment we make, it will not affect your no claim bonus.

Important note

You or anyone driving the car may have to pay these costs at first. If this happens you should let us know when you report the accident and we will handle it as part of your claim.

SECTION 3

WINDSCREEN AND GLASS COVER

If your car's windscreen or glass is damaged

This section explains the cover you have if your windscreen or glass on your car is damaged.

Your cover limit if your windscreen or glass on your car is damaged

The below limits are payable after the excess has been paid. Your excess can be found in your Schedule.

Windscreen repair or replacement by our repairer	Unlimited
Windscreen repair or replacement by your own repairer	£100

Windscreen and Glass Cover

✓ If the glass in your car is damaged, we will pay for its replacement or repair. We will also pay to recalibrate the windscreen where required and for repairs to your car's bodywork if it is scratched by any of the broken glass.

We will not cover:

- ✗ the excess shown in your Schedule;
- ✗ any damage to or caused by broken lights or reflectors (This is covered under Section 1 Damage to your car);
- ✗ damage you or anyone travelling with you has done deliberately;
- ✗ damage to a glass or plastic sunroof, panoramic roof, roof panel, foldable roof or removable hood of a convertible car. (This is covered under Section 1 Damage to your car);
- ✗ loss of use of your car or any other indirect loss, such as travel expenses or loss of earnings;
- ✗ more than the market value of your car;
- ✗ more than £100 after you have paid your excess if you choose not to use one of our approved glass repairers.

If this is the only payment we make, it will not affect your no claim bonus.

SECTION 4

DRIVING OTHER CARS

This section details the cover provided for Driving other Cars if displayed on your certificate.

If you have comprehensive cover and your certificate of insurance states you have cover for driving other cars, we will cover your legal liability for the death of or bodily injury to any person or damage to property (or both) caused by you driving any other private motor car (this does not include any commercial vehicle, motorcycle or any other motor vehicle) that you don't own, is not registered to you and is not hired to you under a hire purchase or rental or lease agreement, as long as:

- ✓ you drive in the territorial limits;
- ✓ the other private motor car is registered and normally kept in the territorial limits;
- ✓ there is a current and valid policy of insurance in force for the other private motor car you are driving;
- ✓ you have the owner's permission to drive the other private motor car;
- ✓ the other private motor car has not been seized or confiscated by, or on behalf of, any government or public authority;
- ✓ you are not covered by any other insurance to drive the other private motor car;
- ✓ you still own your car (or you are still its main driver and you told us that someone else owns your car when you insured it with us) and it has not been stolen and not recovered, or damaged, or has not been declared a total loss;
- ✓ you are aged 25 or over at inception of your policy.
- ✓ you have held a full UK/EU driving licence for a minimum of 12 months.
- ✗ We will not insure loss of or damage to the private motor car you are driving under this section.
- ✗ The cover for driving other cars does not apply if the other private motor car you are driving is owned by or registered to, or hired, rented or leased to, you, your business partner or your employer, or is being kept or used in connection with your or your employer's business.
- ✗ This cover for driving other cars does not allow use to release a motor vehicle, which has been seized by, or on behalf of, any government or public authority.
- ✗ The private motor car you are driving under this section must not weigh more than 3.5 tonnes in gross vehicle weight.
- ✗ Anything which is not covered under section 2 of your policy is not covered under this section.

SECTION 5

USING YOUR CAR ABROAD

If you use your car abroad

This section explains the cover you have when driving in the EU.

Important Note

This Marmalade policy does **not** provide the same cover shown in your Schedule for any trips whilst travelling in the EU during the policy year.

Using Your Car Abroad

- ✓ We will cover you and anyone shown on your Certificate of Insurance to drive your car in the European Union and any country which agrees to follow European Union Directives on motor insurance and is approved by the Commission of the European Union. The cover provided is the minimum cover you need by law for civil liability to other people while your car is used in these countries. This also includes transporting your car between those countries.
 - ✓ If you permanently live in Northern Ireland, cover is automatically extended and is identical to that shown in your Schedule for the full insurance year whilst you are driving in the Republic of Ireland only.
- We will not provide cover for:
- ✗ any damage to your car whilst driving outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
 - ✗ the cost of delivering your car to you whilst you are still abroad following a claim or to the address on your Schedule if you have returned home after necessary repairs have been finished.
 - ✗ foreign customs duty you must pay because damage to your car prevents its return to Great Britain and Northern Ireland.
 - ✗ general Average and Salvage charges if you are at fault for the claim, for example these may be applied if your car is lost or damaged whilst it is being transported by sea for example in a ship container.
 - ✗ We will only accept claims relating to the use of your car abroad if they would have been accepted if the incident had happened in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
 - ✗ For this cover to apply, your permanent home must be in Great Britain, Northern Ireland or the Isle of Man and your car registered and normally kept there.
 - ✗ If, under the law of any country you are visiting, we must make a payment that is not covered by the policy, we have the right to recover this payment from you or the person who is liable.
 - ✗ The driving other cars section of your policy (Section 4) does not apply if you drive outside of the territorial limits.

SECTION 6

PERSONAL ACCIDENT

If you are permanently injured in an accident

This section explains the cover you have if you or your partner are killed or permanently injured in an accident involving your car.

Important Note

Where we say partner in this section we mean the person you are legally married to, your civil partner (as defined in the Civil Partnership Act 2004) or your domestic partner that lives at the same address as you. This does not include any business partners or associates.

Your cover limits if you are killed or permanently injured in an accident involving your car

We will only pay for one claim for death or injury per person during the policy year.

If you or your partner die.	£5,000 per person
If you or your partner suffer permanent and total loss of sight in one or both eyes.	£5,000 per person
If you or your partner lose any limbs.	£5,000 per person

Personal Accident Benefits

If you or your partner are injured or killed whilst travelling in your car, or getting in or out of any car, we will pay £5,000 for each person who suffers one of the below:

- ✓ you or your partner die;
- ✓ you or your partner suffer permanent and total loss of sight in one or both eyes;
- ✓ you or your partner lose any limbs.

We will not pay for:

- ✗ death or loss of sight or limb if this happens more than 3 months after the accident;
- ✗ any death or injury not caused by a sudden and unforeseen accident; for example suicide or attempted suicide;
- ✗ any injury to the driver if they were under the influence of drugs or alcohol above that allowed by law in the country the accident happens;
- ✗ any claims if the policy is in the name of a business;
- ✗ any claims where the injured person was not wearing a seatbelt when they are required to by law;;
- ✗ more than one claim per person per year;
- ✗ claims for anyone other than you and your spouse. I.e. Any other passengers or other drivers of the car.

SECTION 7

WHAT WE WILL NOT COVER YOU FOR IN SECTIONS 1-6

What we will not cover you for in Sections 1 - 6

In addition to the limitations in cover highlighted by the red ✗ in Sections 1-6 there are also some things we will not pay out for regardless of the circumstances which apply to all sections.

We will not cover claims:

- ✗ If you use your car for any purpose that is not shown on your Certificate of Insurance, such as using your car for deliveries when you are only insured for personal use (social, domestic and pleasure only).
- ✗ For any incident if the person driving or in charge of your car is not included on your Certificate of Insurance as a person entitled to drive.
- ✗ If you allow someone to drive your car who doesn't hold a valid driving licence, such as a driver who is disqualified/banned from driving, prevented by law from holding a driving licence or is not meeting the terms and conditions of their licence (for example, someone driving on a provisional licence without having a qualified driver with them).
- ✗ For any claims due to an incident whilst driving on a race track, off-road activities or being used on a derestricted toll road such as the Nurburgring
- ✗ For anyone driving at the time of the incident who is found to have a higher level of alcohol or drugs in their body than is allowed by law, or fails to provide a sample of breath, blood or urine when required to do so, without lawful reason
- ✗ Arising from use on any part of an airfield;
- ✗ For any claim as a result of you or any passengers carrying any dangerous substances or goods such as explosives or corrosive materials.
- ✗ For damage or loss caused by criminal acts you (or anybody insured under this policy) commit.
- ✗ For any car which is not taxed and holding a valid MOT (where applicable), unless your car is registered as SORN.
- ✗ For incidents that happen outside the dates shown on your Schedule.
- ✗ For any loss, damage or liability which is as a result of a deliberate act by anybody included on your Certificate of Insurance and Schedule as a person entitled to drive.

Liability - We will not cover claims:

- ✗ Resulting from any liability that you have agreed to accept unless you would have had that liability anyway; for example if you say it was your fault but it is found that the other person was at fault or joint fault;
- ✗ Where we must make a payment that is not covered by the policy, if this happens we have the right to recover this payment from you or the person who is liable, for example if the driver of your car was found to be under the influence of alcohol or non prescription drugs at the time of the accident.

Radioactivity - We will not cover claims:

- ✗ That are caused by radiation or contamination from nuclear fuel or nuclear waste or from burning or explosion of nuclear fuel;
- ✗ That are caused by the radioactive, toxic, explosive, hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or its component part;
- ✗ That are caused by any weapon or device using atomic or nuclear fission or fusion or radioactive force or matter.

War, terrorism, riot, civil unrest - We will not cover claims:

- ✗ For war, civil war, terrorism, rebellion or revolution except when required by the Road Traffic Acts; or
- ✗ For riot or civil unrest that happens outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- ✗ For incidents that happen outside the dates shown on your Schedule.

Pollution & Contamination - We will not cover claims:

- ✗ For pollution or contamination unless it was caused as a result of an insured event.

Other Insurance - We will not cover claims:

- ✗ For more than our share of any claim if any other insurance policies cover the same loss, damage or liability as this policy.

SECTION 8

GENERAL CONDITIONS

This section explains what your responsibilities are, such as how you can make a change, how your policy can be cancelled by you or us, how you can make a complaint, what happens at renewal and how your no claim bonus works.

Duty of care

You must take all reasonable steps to keep your car in a safe and roadworthy condition and protect it from damage, including fire, theft or attempted theft. The car must be kept or used with a valid Department of Transport test (M.O.T.) certificate, if one is needed by law.

You must also keep to all regulations relating to your driving licence, your car and its ownership.

Check all your details are correct

Please take time to read your Statement of Fact, Schedule and Certificate of Insurance.

If any information is incorrect, or not true to the best of your knowledge or belief, or if you are unsure, please contact us as soon as possible, as it could affect your insurance cover.

If you do not let us know that any of the information provided by you is incorrect, we may take one or more of the following actions:

- cancel your policy;
- declare your policy void (treating your policy as if it had never existed);
- change the terms of your policy; or
- refuse to deal with all or part of any claim or reduce the amount of any claim payment.

If something changes

It is important you keep us up to date with changes that may affect your car policy. If any of the information that you gave us which is included within your Statement of Fact, has changed, then you must let us know.

If you don't, it could mean that we will not pay your claim and your policy may be cancelled.

The kind of things that might change on your Statement of Fact that we need to know about are:

- a change of car or a change in your car's registration number;
- a change of address or a change to the place where you keep your car when it is not in use;
- if any driver on the policy passes their driving test;
- any modifications or additions to your car including any dealer or manufacturer options - such as changes to the engine or suspension, alloy wheels or any changes that affect the value, appearance, handling or performance of your car;
- there is a change to who drives your car the most;

- you or anyone else on this policy changes their job, takes a second job or changes how they use your car;
- you or anyone else on this policy who drives your car has their driving licence taken away or suspended;
- the condition of your car changes;
- you or any other driver listed on the Statement of Fact has been convicted of a criminal offence or have possible prosecutions outstanding;
- you or any other driver listed on the Statement of Fact receive any motoring convictions or fixed penalty endorsements (pending or not);
- any accidents, claims, thefts or losses occur for you or any driver allowed to drive under this policy, whether claimed for or not on any other motor insurance you or they are insured on.

Please remember that if you don't tell us about changes, it may affect any claim you make. If you are not sure whether you need to tell us about a change, please contact us at www.waremarmalade.co.uk and start a chat.

If you do tell us something has changed, we can increase or reduce your premium as well as change any excesses. This may also mean that a new endorsement could apply. This information will be provided by us when you make the change. We may also cancel the policy if we can no longer cover you.

Making a claim - More details can be found on page 10

After any loss, damage or accident, you or any driver allowed to drive under this policy must:

- report the incident as soon as possible by contacting us at 0333 035 9888;
- give us all the information and help that we ask for, including details of anyone else involved;
- immediately send us every letter, claim, or legal document relating to the claim without answering it;
- and tell us immediately if there is to be a prosecution, inquest or other court proceedings.

Defending or settling a claim

You or any driver allowed to drive under this policy must not admit you were at fault for any loss or damage, or make any offer to pay any claim.

To enable us to handle any claim on your policy, we are entitled to:

- take over and defend or settle any claim in the name of any person, company or firm insured by your policy;
- take legal action in your name, or in the name of any person, company or firm insured by your policy, to get back any payment we make under your policy;
- decide how we handle the claims and any attempts at recovering costs.

Car sharing

Your policy does not insure you or any driver allowed to drive to use your car for hire or reward. However, if passengers in your car make a payment towards the cost of a journey, we will not class this as use for hire or reward if:

- your car is not designed or adapted to carry more than seven people including the driver;
- the passengers are not being carried in the course of the business of carrying passengers; and
- the total of the payments made by all the passengers does not include a profit.

Service and repair

While your car is with motor traders or their employees being serviced or repaired we will provide you with cover for Section 2 Liability only.

Cancellation Rights

We want you to be completely happy with your policy, but if you are not, you have the right to cancel this policy at any time. Here's how it works.

If you do not exercise your right to cancel your policy, it will continue in force and you will be required to pay the premium.

Cancelling before the policy starts

If you or we cancel your policy before the start date, we will refund your entire premium to you.

Cancelling after the start of the policy

You can cancel your policy at any time (including during the 14 day cooling off period) by letting us know. As long as no claim has been made or is going to be made, we will refund the premium for the exact number of days left on your policy. If you have made a claim or one is expected to be made and we have been unable to recover our costs we will not refund any premium.

We have the right to recover any outstanding premium you owe following cancellation if you are paying by Direct Debit.

Where you have paid for your premiums using a loan and you are paying your instalments for that loan to us, your insurer or another finance provider, the amount that we or your insurer may deduct from any claim payment made is the amount of the remaining instalments as notified to us, your insurer or finance provider.

Our right to cancel your policy

We have the right to cancel this policy at any time by giving you 7 days' notice to your last known address or email address, if we have a good reason to do so.

Reasons why we may decide to cancel your policy include things such as:

- if you do not pay a premium when it is due - where we have been unable to collect a premium payment, or you default on payment if you are paying by instalments directly to us, to your insurer or a finance provider, we will contact you in writing requesting payment by a specific date. If payment isn't received by that date, we'll issue you with a 7 days' notice to your last known address or email and subsequently cancel your policy. (We will use reasonable endeavours to collect the outstanding amounts before we cancel your policy);
- we identify that incorrect information was given to us on purpose, which means we no longer wish to insure you;
- if you do not provide us with information or documentation we reasonably require, for example; proof of no claim bonus or security device fitment certificates;
- where you have not taken reasonable care to provide complete and accurate answers, and failed to put this right when we asked you to;
- changes to the information that you provided us when you purchased the policy, which are shown on your Statement of Fact or Schedule, that mean we no longer wish to insure you;
- use of threatening or abusive behaviour or language, or intimidation to our staff or suppliers by you or someone representing you.

As long as no claim has been made or is going to be made on your car policy, we will refund the premium for the exact number of days left on your policy. If you have made a claim or one is expected to be made and we have been unable to recover our costs we will not refund any premium.

We may also cancel your policy where you commit or attempt to commit fraud or have committed fraud under another insurance policy. If we cancel your policy on the grounds of fraud, we may cancel immediately and we may keep any premium you have paid.

Where you have paid for your premiums using a loan and you are paying your instalments for that loan to us, your insurer or another finance provider, the amount that we or your insurer may deduct from any claim payment made is the amount of the remaining instalments as notified to us, your insurer or finance provider.

Making A Complaint

At Marmalade our aim is to always exceed your expectations and to get things right, on time, every time. We also recognise that sometimes mistakes can happen, and we get things wrong. Telling us you are unhappy is our opportunity to put things right, and to learn from our mistakes, so we can improve the products and services we offer in the future.

Our promise to you

We will always aim to;

- Acknowledge your complaint promptly.
- Resolve your complaint at the earliest opportunity.
- Communicate our decisions clearly and fairly, and let you know what you can do if you are still unhappy.
- Learn from our mistakes to improve our services and products we offer.

You can make your complaint by:

- Starting a Live Chat at www.wearemarmalade.co.uk
- we're online 9.00 am-6pm Monday to Friday, and 9am-5pm on Saturdays.
- Calling our team on 0333 035 9745
- Writing to us at: Complaints, Marmalade, Complaints Department, Nile Street, Burslem, Stoke-On-Trent ST6 2BA
- Completing our online complaint form at www.wearemarmalade.co.uk/make-a-complaint.

How our complaint process works

We will aim to resolve your complaint as soon as possible, normally within 3 business days, at which point we will send you confirmation in writing that your complaint has been resolved.

On occasions we will require a bit longer to resolve your complaint and in this case, we will send you an acknowledgement letter telling you when we hope to reach a decision. We will then continue to keep you updated on our progress. Once resolution has been agreed, we will then write to you with our complaint decision (this is called a final response), it will either be to;

- Uphold your complaint, telling you why, and what action we intend to carry out to put this right for you, or;
- If we do not uphold your complaint, we will explain the reasons for our decision.

If your complaint is in relation to the insurer

If your complaint is in relation to the insurer we will send this to them on your behalf, and confirm this to you in writing. Your insurer will then contact you.

If you are not satisfied with our or your insurer's decision

If at the end of the process you remain dissatisfied, you may contact the Financial Ombudsman Service via;

Post: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 0800 023 4567

Website: www.financial-ombudsman.org.uk

Renewal

We will let you know when your policy is due to expire and in most cases we will include an offer to renew your policy for another year.

Please take time to read your renewal documents including the Statement of Fact and Schedule. If any information has changed, is incorrect or not true to the best of your knowledge or belief or your excesses and/or endorsements no longer suit your needs, or even if you are unsure, please contact us as soon as possible as this could affect your insurance cover and the renewal terms offered.

We may automatically renew your policy on the renewal date and we have automatically renewed your policy. If we are going to automatically renew your policy, we will write to you before the renewal date with details of your renewal terms. Make sure you check the excesses and endorsements as these may be different to your previous car policy.

If you pay your premium by Direct Debit, we will continue to take payments from your bank account for the renewal premium.

If you do not want to renew your car insurance

If you do not want to renew, you must tell us before the renewal date. We will refund any payment that was taken for the renewal premium.

If you do not want to renew, but you only tell us after the renewal date and we have automatically renewed your policy, as long as no claim has been made or is going to be made on your car policy for the time you have been insured since your renewal, we will refund the premium for the exact number of days left on your policy.

If you have made a claim for an incident occurring after the renewal date and we have automatically renewed your policy, or one is expected to be made and we have been unable to recover our costs we will not refund any premium and we have the right to recover any outstanding premium you owe if you are paying by Direct Debit.

No Claim Bonus

If no claims have been made on your car insurance with us you will receive a no claim bonus which will provide you with a discount at renewal.

If you have made a claim, your no claim bonus and discount will be reduced. However, there are certain circumstances when your no claim bonus will not be reduced.

Examples of when your no claim bonus will not be reduced include:

- if we manage to recover all the costs of your claim from someone else - for example, from the insurance company of someone else involved in the accident;
- if we only pay for a claim under Section 3 Windscreen and Glass Cover;
- if we only pay for a claim for Replacement Locks or Keys under Section 1 - Damage to your Car;
- if we only pay emergency medical treatment charges;
- when making a claim under breakdown cover; or
- when making a claim under motor legal expenses.

No Claim Bonus Protection

If your Schedule states you have a protected no claim bonus, this means you can keep your no claim bonus discount as long as you do not make more than two claims in any consecutive three year period.

Important Note

Please see the Protected No Claims Discount Information document for full details of how your Protected No Claim Bonus works, along with the step back details for protected and unprotected No Claim Bonus.

If you have an accident even if it is not your fault the overall cost of your insurance may still increase and/or you may have to pay a higher excess even though your no claim bonus is not reduced.

Use of your car for volunteering

We automatically include cover for you using your car for volunteering purposes under social, domestic and pleasure use.

Volunteering use will only be covered if you receive no payment or income for the voluntary work undertaken, other than reasonable expenses to cover running costs such as fuel.

If you do use your car for volunteering activities and get paid (receive an income) for this please contact our customer services team via chat at www.wearearmalade.co.uk who will arrange the right type of cover for your needs.

SECTION 9

LEGAL INFORMATION

This section highlights key legal information we need you to know about; such as actions we can take if we identify a fraudulent act and our rights to recover payment from you. Details of our Data Protection Policy which gives you a high level view of how we handle your personal information and what laws we follow when dealing with you.

Fraud

If you or any driver allowed to drive under this policy;

- makes a claim under this policy which is in any part false or exaggerated;
- supports a claim with a false document or statement;
- makes a claim for any loss or damage as a result of your deliberate act or if the loss or damage was caused with your agreement or knowledge;
- makes a fraudulent payment by bank account and/or card;
- have committed fraud under any other insurance policy; or
- makes an untrue statement, fails to provide us with information we have requested or knowingly provides inaccurate information about their circumstances in order to obtain insurance cover.

We will take one or more of the following actions:

- amend your policy to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due. If you pay by instalments, you will be informed if this additional premium cannot be added to your current instalment plan and must be paid in full;
- declare the policy void (treating your policy as if it had never existed) from the date the fraudulent act was committed;
- not pay any claims which may be made against your policy but have not yet been reported;
- recover all costs incurred for any previous claims paid under your policy;
- not return any premium; or
- cancel your policy.

We may also inform the police, other financial services and anti-fraud databases

Our right to recover payment from you

If we have to pay a claim because the law of a country where you have an accident says we must, and we would not have paid the claim under the benefits of this insurance policy, we can recover from you the amount of any payment we have to make. For example, if you were driving your car whilst drunk accordingly to the laws of the country in which you were driving.

Privacy and Data Policy

We and the insurer use your data in line with current data protection regulation. You can find full details of how we handle your data and the rights you have regarding your information at:

Marmalade:

www.wearemarmalade.co.uk/about-us/data-policy

If you want a printed copy you can request this by contacting us at www.wearemarmalade.co.uk/contact-us and starting a chat.

The insurers detailed in your schedule should also have their own Privacy Policy or Fair Processing Notice. If you require details on how they will handle your personal data, you can visit their website for further details.

Financial Services Compensation Scheme

If we can't meet our liabilities, you may be able to claim from the Financial Services Compensation Scheme (FSCS). There are different levels of compensation, depending on what kind of insurance you have:

- insurance, such as third party motor liability, 100% of the claim is covered
- non compulsory insurance, such as accidental damage to your car, 90% of the claim is covered.

You can get further information from: Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Phone 0800 678 1100 or 0207 741 4100

Email enquiries@fscs.org.uk

Law Applicable

English law will apply to your policy and the English courts shall have jurisdiction in any dispute unless you and we agree to apply the governing law and jurisdiction of the state in which you are a resident within the UK. We supply the policy documents only in English and will always communicate with you in English.

Cheatline

The Insurance Fraud Bureau's Cheatline is independent to us and is a free and confidential way for anyone to report insurance fraud.

Each month, around 500 reports are received by the IFB, via either the free-phone number, which is powered by Crimestoppers, or through the online form.

Information submitted to the Cheatline complements the wide array of data from the insurance industry and other agencies, giving us a unique insight into organised insurance fraud in the UK. Together, this information helps us identify fraudsters and work with others to bring them to justice, as well as help insurers avoid having to pay out fraudulent claims.

Report Fraud on - 0800 422 0421 or at www.insurancefraudbureau.org/cheatline

Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

IMPORTANT NUMBER
CLAIMS 0333 035 9888

Add the claims number above
to your contacts.
Or, simply scan this code with
your phone camera.



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