

Terms & Conditions for Telematics-based Motor Insurance

Thank you for taking out a telematics-based insurance policy. These Terms and Conditions apply to your telematics policy and by purchasing this insurance you agree to these.

These terms and conditions should be read together with your Policy document which contains full details of your policy cover and the cancellation rights.

You must ensure that anyone who uses your car has also read and accepted these Terms and Conditions as their data will also be collected and transmitted to us while this insurance remains in force.

Definitions

Wherever the following words or expressions appear in the Terms & Conditions, they have the meaning given here.

Data – information **we** collect about **you** including personal details and **your** driving behaviour and the driving behaviour of anyone who drives **your car**. This will include information such as date, time, location, duration, speed and distance for each journey where the telematics **device** used in **your car** is switched on. **We** will collect, process and retain **your data** in accordance with the Data Protection Act 1998 and **our** policies on **data** retention. Driving **data** relating specifically to **you** or any other user of **your car** will not be retained by **us** for longer than three years.

Device - the instrument that must be installed in **your car** which will monitor, record and transmit data to the device provider and **us**, about where, when and how **your car** is driven.

Suppliers – companies **we** work with which provide telematics devices which collect and transmit **data** when switched on, and analyse that **data** on **our** behalf and transmit data to **us**.

We, Us, Our – the person or company **you** purchased this insurance from.

You, Your – the person who is shown as the Insured in the policy documents.

Your car – the car in which the **device** is fitted and which is insured under the policy arranged through **us**.

Installation of the device

It is a requirement that a **device** is installed in **your car** within 14 days of purchasing **your** policy or any subsequent change of vehicle.

If **you** do not co-operate in having the **device** installed in **your car**, or if **you** have not booked the **device** installation to take place within this time frame the policy will be cancelled subject to a 7 day Road Traffic Act cancellation notice.

If **you** do not attend the appointment at the agreed location and time with **your car**, **you** will be charged a non-attendance fee of £45.60. If **you** fail to attend the second booked appointment the policy will be cancelled subject to a 7 day Road Traffic Act cancellation notice.

You are required to provide the following original documents at point of installation:

- **Your** Driving Licence
- Vehicle Registration Document (V5C)
- Proof of any No Claims Bonus/Discount (if appropriate)

The approved installer will take photographs of these documents as well as of **your car** as part of the installation process.

The photographs do not constitute notice to the insurer or **us** of any modifications to **your car** and it remains **your** responsibility to advise **us** of modifications and to ensure **your** policy information is accurate at all times.

The photos of **your car** taken by the approved installer may be used to help assess and handle any claim submitted.

The device

You must not, nor permit any person or organisation to, tamper with, alter or dismantle the **device** in any way, or to interfere with the Global Positioning System (GPS) signal received or the Mobile Phone Network signal sent or received by the **device**. In the event of this occurring, the policy will be cancelled subject to a 7 day Road Traffic Act cancellation notice.

In the event that the **device** becomes defective **we** will inform **you**, and **you** must allow the approved installer prompt access to **your car** to repair or replace the **device**.

If **you** remove **your car** from the policy or **your** policy is cancelled, the **device** will no longer collect or transmit any further data within 2 working days.

Unless the **device** has been removed from **your car**, it is **your** responsibility to inform any person or organisation buying or taking ownership of the car that the **device** is fitted to it.

Use of Data

In this section where the word “we” “us” or “our” is used, it means **us**, appointed providers and / or service partners who will all keep and use the data securely.

It is important that **you** read this part of **your** terms and conditions so that **you** fully understand who can access and use the information **you** have provided, together with the **data** collected by the **device** and the purposes for which it will be used. This should be read in conjunction with the information contained in **your** Statement of Insurance document.

The **data** collected by the **device** is transmitted via a Mobile Phone Network in a secure format.

By taking out this policy **you** are consenting to **your data** being collected by the **device** and to this **data** being used by us in the ways outlined below. **You** must inform anyone that is going to drive **your car** that it is fitted with a **device** that will collect and transmit **data** about how **your car** is driven and used. **You** must advise every driver that each journey is monitored and will be visible to **you**, via the dashboard and LV= Telematics app, and to us.

From the date the **device** is installed it will collect information including (but not limited to):

- the time of day and date of travel,
- **your car's** location,
- the distance travelled,
- speed throughout **your car's** journey,
- braking frequency and force,
- how smoothly **your car** accelerates and
- time spent stationary.

This information will be used to build up a profile of where, how and when **your car** is driven.

The **data** collected by the **device** may be used by us or the insurer for the following purposes:

- to review the information disclosed by **you** in relation to **your** policy or any claim, and to identify inconsistencies.

Please note that knowingly providing inaccurate information could result in **your** claim being rejected and / or **your** policy being cancelled;

- operational requirements, including the activation, disconnection, updating and testing of **your device** and any associated software (e.g. during installation or to perform maintenance checks);
- to provide **data** to **your** personal dashboard and the LV= Telematics app;
- processing **your** personal **data** for the purpose of providing **you** with **your** insurance policy and associated services;
- to contribute towards the calculation and charging of insurance premiums based upon driving behaviours and **your car** usage by compiling and generating scores;
- to assess **your** driving behaviours and **your car** usage together with **your** previous scores to help determine **your** future insurance premiums;
- to enable us to contact **you** regarding the administration of **your** insurance policy, provide **you** with reminders, other score related feedback and / or hints and tips. To do this we may contact **you** via email, telephone, text message, or post, however these communications will not take the form of marketing or promotional material;

- to help us or **your** insurer handle any claim, and reduce fraud, by assisting with the identification, assessment or the investigation of claims made and to provide clarification as to the circumstances of the claim;
- to provide **you** with any additional optional telematic services that are or may become available, where **you** agree to these at purchase or during the lifetime of **your** policy;
- to carry out research and analysis to help us to understand driving behaviours which we will use to develop the underwriting of this product and to inform the development of similar products; or
- general research and analysis including mapping and refining techniques for analysing the **data**. In such circumstances the **data** will be anonymised and will not identify **you** or any car.

Red alerts and extreme driving events

If **your car** is regularly driven in a dangerous or unacceptable manner, for example consistent speeding, harsh braking or acceleration, or if **you** or any driver exceeds the speed limit by travelling at:

- a) 30mph or more in a 20mph speed limit; or
- b) 45mph or more in a 30mph speed limit; or
- c) 60mph or more in a 40mph speed limit; or
- d) 75mph or more in a 50mph speed limit; or
- e) 80mph or more in a 60mph speed limit; or
- f) 90mph or more in a 70mph speed limit.

You will be notified if there has been a red alert event by email and alerts on **your** dashboard and via the LV= Telematics app.

On the first occasion of a red alert event, **we** reserve the right to charge an additional premium of £150.00.

If the event of a second red alert event within 45 days of the first occasion, **we** reserve the right to charge a further additional premium of £250.00.

If the event of a third red alert event within 45 days of the second occasion, **we** reserve the right to cancel **your** policy subject to a 7 day Road Traffic Act cancellation notice.

If **we** register that there has been an extreme driving event, for example if **your car** is driven at more than 100mph, **we** reserve the right to cancel **your** policy subject to a 7 day Road Traffic Act cancellation notice.

We will only disclose **data** collected by the **device** to authorities such as the police or the courts where **we** have **your** permission to do so (or another driver's permission, where the **data** relates to them), except where **we** are required to do so by law, when subject to a court order or where **we** suspect fraud or attempted fraud.

You have the right to withdraw **your** consent to **our** use of the **data** collected by the **device** at any time. Where **you** wish to do so, **you** are required to notify **us** at **your** earliest opportunity. In these circumstances however, the policy will be cancelled subject to a 7 day Road Traffic Act cancellation notice from the date **we** receive notification of **your** withdrawal of consent.

If a named driver withdraws his or her consent, the policy will be allowed to continue, however as soon as **you** are made aware of the named drivers withdrawal of consent **you** are required to notify **us** that this named driver must be removed from the policy.

Where **you** or a named driver has withdrawn consent to **our** collection and / or use of the **data**, this does not remove **our** right to use the **data** collected up to the point of **your** notification to **us**.

You have the right to request a copy of the **data** that is being held about **you** subject to a fee. If **you** wish to be provided with this **data**, please contact **us** at the address shown in the broker Terms of Business document.

Claims

In the event that the **device** registers a likely impact, **you** will be contacted by **us** or the insurer to collect details of the incident unless you have already reported the incident.

You remain responsible for promptly reporting any incident which may result in an insurance claim.

Cancellation/Expiry

If **you** wish to cancel **your** insurance linked to the use of the **device**, **you** must inform **us** in accordance with the instructions supplied previously and/or set out in **your** insurance policy. **We** will then either remove **your** discount, or arrange other insurance, or all insurance will cease, as appropriate.

The **device** will no longer collect or transmit any further data within 2 working days of cancellation. If **you** do not inform **us** as above, the **device** will continue to collect **data** and send it to **us**.

If **you** wish to have the **device** removed from **your** vehicle there will be a charge of £45.60 for this to be removed.

If **you** sell or otherwise dispose of **your car** but wish to remain insured through **us** under the same insurance policy, **you** must contact us to arrange for a new **device** to be fitted to **your** new vehicle.

There will be an additional charge of £70.60 inclusive of VAT for fitting a new **device** to **your** new vehicle in addition to any other charges

It is a requirement that a **device** is installed in **your car** within 14 days of any change of vehicle, see Installation of the Device section.

If **you** do not renew this telematics-based insurance policy, the **device** will no longer collect or transmit any further data within 2 working days of expiry.

Access to your data via the Dashboard and LV= Telematics app

You will be able to access **your** data via the dashboard and the LV= Telematics app, using a username and password which will be supplied to **you** alone. If **you** allow anyone else to use the username and password, **you** accept that they will be able to view the **data** collected by the **device**.

Information on how to access the dashboard and a link to download the LV= Telematics app will be sent to **you** via email.

You are required to regularly access **your** dashboard and LV= Telematics app to review **your** journey details, driving score and any messages or alerts.

Charge and Discount

An initial charge of £119.50 is made in addition to the insurance premium to cover the costs of supplying the **device** and processing the **data** it records for up to one year. No refund of this charge will be made unless the insurance is cancelled before it starts or within the 14-day "cooling off" period, which is from the date the insurance starts or the date **you** receive the policy whichever is latest, and the **device** has not been fitted.

You will receive a discount from the normal insurance premium for using the **device**. At renewal of the insurance **your** premium will be assessed and may go up or down depending on various factors, including **your data**. If **you** renew this telematics-based insurance policy a charge of £35.00 will also be payable for processing the **data** it records for a further year.

If **you** change **your car** there will be an additional charge of £70.60 inclusive of VAT for fitting a new **device** to **your** new vehicle in addition to any other charges.

A non-attendance fee of £45.60 will apply if **you** fail to attend any booked installation appointment.

If **you** wish to have the **device** removed from **your car** following a change of vehicle, cancellation or expiry of the policy there will be a charge of £45.60 for this to be removed.

Other drivers

The **device** transmits data regardless of who is driving. It is **your** responsibility to inform any other driver of **your car** that data relating to their driving will be recorded, transmitted and analysed while the **device** is active.

It is also the case that data from other drivers' journeys in **your car** will form part of the data analysed in relation to **your** insurance policy.