

## LV Telematics Terms & Conditions



#### **Definitions**

Be Wiser, We or Us means Be Wiser Insurance Services Limited.

Telematics Device/Device - The box which has been or will be fitted to your car which collects and transmits the Telematics Data.

Approved Installation Company - Network of installation companies, approved by Be Wiser, responsible for installing, repairing and replacing the Telematics device.

**Telematics Data** - Telematics information collected about you and any named drivers including driving behaviour via a Telematics Device. The Telematics Data is collected and transmitted by Insurance Telematics Solutions (ITS). This Telematics Data includes the following tracking information: - The start date, time and location of the journey

- The end date, time and location of the journey
- The duration and distance travelled within the journey
- The smoothness of the journey- The speed within the journey

Please refer to the Data Policy for full details which can be found at the end of this document.

#### Product information

This is a telematics policy which differs from a standard motor car policy. It requires the fitting of a Telematics Device to your car and use of the Telematics Data the Device collects.

The purpose of this document is to provide you with details of how your Telematics Device from Be Wiser works, including Data collection and processing.

This document forms part of your Contract of Insurance and should be read in conjunction with your policy documentation and the Be Wiser Terms of Business.

Your policy is underwritten by Highway Insurance Limited, registered address County Gates, Bournemouth BH1 2NF. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

### Installation

You are required to have a Telematics Device fitted to the vehicle within 14 days of the start of the policy.

The cost of the Telematics Device is £114 which has been included in the cost of your policy. This is non-refundable once the device has been installed.

If you change your vehicle, a £114 fee from the Telematics provider will apply. This will incorporate the installation of a new box.

If you fail to complete your Telematics Device fitting appointment, a charge of £55 will apply which must be paid before another appointment can be booked.

Subsequently if the Telematics device is not installed within 14 days of the policy start date, we reserve the right to cancel your policy.

# The Telematics Device

Tampering with, dismantling or blocking the signal from the Telematics Device will result in the policy being cancelled subject to a seven day Road Traffic cancellation notice.

In the event that the Telematics Device becomes defective, Be Wiser Insurance will inform you and you must allow the Approved Installation Company prompt access to your car, to repair or replace the device, within 21 days of notification.

It is a condition of the policy that the Telematics Device is installed and working at all times. In the event that you do not make your car available for repair or replacement of the Telematics Device, within the timeframe stated, your policy will be cancelled, subject to a seven day Road Traffic cancellation notice.

If you remove your car from the policy or your policy is cancelled, the Telematics Device will no longer collect or transmit any further Telematics Data.

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

## Your Responsibilities

You are buying a policy based on the number of miles you declared when you purchased the policy or at renewal. If you go over that allowance you will need to buy additional miles, the cost of which will be based on your Telematics Data.

If you are predicted to exceed your mileage, we reserve the right to intervene and should you exceed your mileage allowance and fail to purchase additional mileage, your policy may be cancelled.

It is important that the vehicle is kept at the address provided for the majority of the time. If the vehicle is not kept at this address then the premium could increase or the policy cancelled.

Vehicle modifications are not accepted under the terms of the policy unless prior agreement has been made. This includes performance enhancing and cosmetic modifications. If you do modify the vehicle without notification your policy could be cancelled or void.

We will monitor your driving behaviour via the Telematics Device, this will monitor how the vehicle is driven and the mileage limit used regardless of who is driving the car.

You can monitor your mileage and driving behaviour via your personal online Dashboard.

#### Dashboard

Your personal online Dashboard allows you to understand your driving and how to improve your driving score. The Dashboard displays your overall driving score, and scores against individual categories such as your speed, time of driving, road usage, and driving behaviour. We also display your current and predicted renewal mileage.

Driving scores will be recorded on the Dashboard as Dark Green, Light Green, Amber and Red. By keeping mainly within the Green zones and avoiding Red scores, you will be able to improve your driving score. This will give you the best opportunity to receive the best possible renewal price and keep you as a low risk driver.

You will receive an email with your log in details for your on-line Dashboard within 24 hours of the installation of the Telematics Device, if you don't receive this please call us on 0333 999 0837. Once the Telematics Device has been fitted, the miles will be monitored but the risk score Data will only be available once 30 days worth of Telematics Data has been accumulated.

### Risk Score

The risk score is made up of four categories: Time of Day, Speed, Road Usage and Behaviours.

Time of Day - Time of Day/Night that the vehicle has been driven will have an impact on your overall driving score. For example: late night driving or weekend driving will have a negative effect on the overall driving score.

Speed - The speed that the vehicle is travelling.

Road usage - Types of road that the vehicle is being driven on.

Behaviours - Acts made by any driver of the vehicle in relation to harsh events, such as braking, cornering and acceleration, or a combination of all these factors.

In the event your risk score falls below 30, this is classed as high risk and you will receive communications in regards to your driving score, this will explain the reasons why and potential actions that will follow. If your driving score does not improve within a 30 day period this may result in cancellation of your policy. This will also show on the Dashboard so that you can monitor your risk score and overall driving behaviours.

As this is a mileage based policy, when you are required to purchase additional miles this will be calculated based on your risk score.

### Interventions

If your car exceeds the speed limit by 50% or more, as shown below, this will be considered an extreme driving event.

The first occasion of an extreme driving event we reserve the right to charge £150 additional premium.

A second occasion of an extreme driving event within 30 days of the first occasion, we reserve the right to charge £250 additional premium.

A third occasion within 30 days of the second occasion we reserve the right to cancel the policy with a 7 day Road Traffic Act notice.

- 30mph or more in a 20mph speed limit. 45mph or more in a 30mph speed limit.
- 60mph or more in a 40mph speed limit.
- 75mph or more in a 50mph speed limit.
- 90mph or more in a 60mph speed limit.
- Exceeding 100mph will result in risk of cancellation of the policy.

Extreme driving events will reset after the 30 day window. For example day 1 you receive a £150 driving fine, at day 31 this will reset. Another extreme driving event outside the 30 day window the process will revert back to the first occasion process. We will contact you via email if you have an extreme driving event.

## Cancellation rights

You have the right to cancel your policy at any time during or before the period of cover.

In the event that you wish to cancel your policy documentation must be destroyed as they will no longer be valid, you may cancel in writing or verbally.

# Your cancellation rights - within the 14 day cooling off period:

Should you cancel cover within 14 days from the start date or receipt of your policy documentation and the Telematics Device has not been fitted, the premium payable by you will be calculated by the number of days on cover with an insurer minimum premium of £25.00 plus IPT.

If you cancel within the 14 days and the Telematics Device has been fitted, the premium payable by you will be calculated by the number of days on cover with an insurer minimum premium of £25.00 plus IPT, plus a £114 from the supplier for the cost of the Telematics Device.

#### Your cancellation rights - outside of the 14 day cooling off period:

Should you wish to cancel cover after 14 days, the return premium to you will be the net return given by your Insurers less a charge of £100. Where the Telematics Device has been fitted, you will also be charged the cost of the Device by the supplier (£114).

Please note that there will be a charge of up to £20 to process any refund by cheque. Also any broker discounts given will be reversed prior to cancellation.

In the event that a claim has occurred under your contract no refund may be given unless your Insurers have settled the claim on a non-fault basis, recovering all financial costs which may have been incurred. Please note if you have elected to pay by instalments, these will continue to be collected unless you settle the outstanding balance in full.

#### **Data Policy**

The Telematics Data collected by the Telematics 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 Telematics Device and to this Telematics Data being used by Be Wiser or your insurer in the ways outlined below. You must inform anyone that is insured to drive your car that it is fitted with a Telematics Device that will collect and transmit Telematics Data about how your car is driven and used. You must advise every driver, named on your certificate of motor insurance that each journey is recorded and will be visible to you, via your personal online dashboard, and to Be Wiser.

From the date the Telematics Device is installed it will collect information including (but not limited to): -

Acceleration

- -Braking
- -Cornering -

Distances

- -Location of your car; including where kept overnight
- -Mileage
- -Speed of the vehicle
- -Time spent stationary
- -Time of use
- -Types of roads used

This information will be used to build up a profile of how, where and when your car is driven. The Telematics Data collected by the Telematics Device may be used by Be Wiser or your 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 Telematics Device and any associated software (e.g. during installation or to perform maintenance checks);
- -To provide Telematics Data to your personal online dashboard; this information will be collected on a live feed.
- -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, reward options where available, and/or hints and tips. To do this, we would contact you via email, telephone, text message, or post. These communications may take the form of marketing or promotional material:
- -To help us or the 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 telematics services that are, or may become available, where you agree to these at purchase or during the period of insurance:
- -To carry out research and analysis to help Be Wiser to understand driving behaviours which the insurer will use to develop the underwriting of this product and to assist with the development of similar products; and
- -General research and analysis including mapping and refining techniques for analysing the Telematics Data undertaken by Be Wiser, or our telematics services provider. In such circumstances the Telematics Data will be anonymised and will not identify you or your car.
- -Your information will be also shared with other third parties, including credit reference agencies, telematics device and telematics services suppliers, claims services providers and fraud prevention agencies. Please refer to Be Wisers Terms of Business and Privacy Policy for full details.

If your insurance policy is cancelled, by you or by us, the Telematics Device will be de-activated within 24hrs and no further Telematics Data collected.

Be Wiser and the insurer will only disclose Telematics Data collected by the Telematics Device to authorities such as the police or courts where we have your permission to do so (or another drivers permission, where the Telematics Data relates to them), except where we are required to do so by law, when subject to court order or where we suspect fraud or attempted fraud.