

LV Telematics Supplementary Terms & Conditions

These terms and conditions apply between **you, LV, Insurance Telematics Solutions** and **Be Wiser**.

Insurance Telematics Solutions supply the **Telematics Device** that will be installed into **your** Vehicle upon **your** purchase of a **Be Wiser** policy. **Insurance Telematics Solutions** supply the software through which your **Be Wiser** policy is made available. These terms and conditions therefore govern the use of the Telematics Device and the software.

These terms and conditions also explain what data will be collected about **you** and **your** Vehicle and how it will be used in order to provide the services associated with **your** policy. **Be Wiser** will be responsible for ensuring it protects **your** personal data and details of how it does this are set out within the section titled '**Data Policy**'.

By purchasing a **Be Wiser** Policy and/or installing a Telematics Device **you** are agreeing to these terms and conditions.

Definitions

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

Your Insurer - Highway Insurance Limited

Telematics 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**.

Modifications - Any change to the vehicle that is different to its manufactured state will have an impact on the price of your premium. Modifications can be both performance enhancing and cosmetic.

Address – The address where your vehicle is kept overnight more than 51% of the time.

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

It is a condition of this policy that **you** have a fully operational **Telematics Device** installed in **your vehicle** and it is **your** responsibility to ensure that any party who has an interest in the ownership of **your Vehicle** (such as **your partner** or a hire purchase company) has agreed that a **Telematics Device** can be installed or enabled.

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

The device will be supplied by our partner ITS.

The **Telematics Policy** charges can be found in the below section '**Telematics Policy Charges**'.

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.

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.

The **Telematics Device** has obtained all the relevant technical approvals and indicators of complete safety and reliability, so will not harm or interfere with **your Vehicle**.

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** Risk score. The Dashboard displays **your** overall Risk 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 mileage.

Risk 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** Risk 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 **Our** Customer service team 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 Risk score. For example: late night driving or weekend driving will have a negative effect on the overall Risk 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** Risk score, this will explain the reasons why and potential actions that will follow. If **your** Risk 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 - Extreme Events

If **your** car exceeds the speed limit by 50% or more, as shown below, this will be considered an extreme event, for example:

- 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.

The first occasion of an extreme event **we** reserve the right to charge a £150 fine.

A second occasion of an extreme event within 30 days of the first occasion, **we** reserve the right to charge a £250 fine.

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.

Extreme events will reset after the 30 day window. For example, day 1 **you** receive a £150 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.

Telematics Policy Charges

Charges relating to your **Telematics Policy** are detailed below, these are in addition to the charges applied by your insurer and Be Wiser, which are available in **our Be Wiser** Terms & Conditions.

The cost of a self-fit **Telematics Device** is £90 and is included within the total cost of your policy.

Non-refundable New Business set up fee	£100
Installation charge if an engineer is required to install your device	£55
Non-refundable Renewal set up fee	£75
Cancellation charge (in addition to the charges outlined in the Be Wiser Terms of Business. Total cancellation charge payable will be £75.)	£25
Extreme Event charge (in addition to Fines detailed in "Interventions" section)	£25
Change of Vehicle:	
- If a new Pro-fit telematics device is required (installed by an engineer)	£115
- If a new self-fit telematics device is required (issued via post)	£90
- If the self-fit device is transferred from the previous vehicle	No charge
Device Replacement fee:	
<i>(Where you or a third party has misplaced or broken the Telematics Device, we may charge this fee to cover the cost of issuing a new device.)</i>	
- If a new Pro-fit telematics device is required (installed by an engineer)	£115
- If a new self-fit telematics device is required (issued via post)	£90
Repair or replacement of the Device if faulty	No charge
Missed appointment fee: (applies where an engineer is dispatched to install a device)	£55
Removal of the Device, at the customer's request: (applies where the device has previously been installed by an engineer)	£60

If **you** change **your** Vehicle a **Telematics Device** must be installed or enabled in the new Vehicle being insured. All reasonable endeavours should be made by you to re-use the self-installed **Telematics Device** in the new Vehicle.

If **you** sell **your** Vehicle **you** are obliged to notify the new owner if the **Telematics Device** has been installed.

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 issued, 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 the Be Wiser Cancellation charge.

If **you** cancel within the 14 days and the **Telematics Device** has been issued, 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 the cost of the **Telematics Device** from the supplier.

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 Be Wiser Cancellation charge. Where the **Telematics Device** has been issued, **you** will also be charged the cost of the **Telematics Device** from the supplier.

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.

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** which 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, contact us at any time to have your details removed from lists used by us for marketing purposes;
- 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 the **Be Wiser** 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.

Telematics Data collected by the **Telematics Device** may be passed to other organisations where **we** have a duty or are permitted to disclose the information by law, such as to statutory bodies and regulatory authorities. This may also include the Police, if **we** receive a valid request, to assist in the prevention and reduction of fraud and other financial crime.