

Telematics Supplementary Terms & Conditions

These terms and conditions apply between **You, Your Insurer, Tracker** and **Be Wiser**.

Tracker supply the **Telematics Device** that will be installed into **your** Vehicle upon **your** purchase of a **Be Wiser** policy. **Tracker** 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.

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 **Tracker** 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** vehicle 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 Telematics Device is Supplied by **Tracker**, registered address: Tracker Network (UK) Limited are registered in England under company number 02632771. Registered office: 6-9 The Square, Stockley Park, Uxbridge, Middlesex, United Kingdom, UB11 1FW.

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.

It is important that **you** notify any authorised person that drives **your Vehicle** that a **Telematics Device** has been installed and that their journey will be monitored, and data collected.

You consent to self-installing a **Telematics Device** in **your Vehicle**, or where necessary having a **Telematics Device** professionally installed in **your Vehicle** by approved engineers, who are fully trained to appropriate industry standards.

Where we have issued **you** with a **windscreen tag/Telematics Device**, it is a condition of **your** insurance policy that **you** and any additional/named drivers have installed the **Be Wiser Safe & Secure app**, to work in conjunction with the telematics device or windscreen tag and allowed location sharing. This must remain installed and switched on for the duration of **your** policy or **your** insurer may remove named drivers or cancel your policy, in accordance with **your** policy wording.

If for any reason the **Telematics Device** is incompatible with **your Vehicle**, **Be Wiser** will cancel **your** policy in line with the cancellation rights as set out within this document.

A **Telematics Device** must be fitted within seven days of the policy purchase date and within seven days of any subsequent change of **your Vehicle** under the policy. If a **Telematics Device** is not fitted during this period, **we** may cancel the policy in line with the 'Cancellation rights' as set out within this document.

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

The Telematics Device

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** is the property of **Be Wiser**. **You**, or any person acting on **your** behalf, must not tamper with, dismantle, or attempt to remove any part of the **Telematics Device** or tamper with the GPS/GSM signal that is emitted from the **Telematics Device**. The **Telematics Device** must remain switched on and in use at all times to allow **Tracker** to collect data and monitor driving performance.

The box has tamper-proof controls and attack safeguards. If the intelligent alert system is triggered it will notify **Tracker** of any unauthorised tampering. An investigation will be initiated and a physical inspection by an engineer may be required. If following an inspection, **you** or anyone else is proven to have tampered with the **Telematics Device**, **you** will be required to pay for any actual costs that **Be Wiser** have incurred including repairing or replacing the defective **Telematics Device**. **Your** insurance will be cancelled subject to a seven day Road Traffic cancellation notice, and **you** will be liable for the cancellation charges as outlined in the 'Cancellation rights' within this document. If evidence suggests that the tampering was performed deliberately in order to disrupt our ability to collect data, **Be Wiser** will treat the matter as fraud.

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.

Be Wiser will monitor the mileage **you** declared when **you** purchased **your** policy against the mileage **you** drive as collected by the **Telematics Device**. If **Be Wiser** predict that **you** are likely to exceed **your** declared annual mileage, **Be Wiser** will adjust your policy accordingly and where applicable an additional premium may be due. You will be notified of any adjustments and additional or refund premium due.

It is important that the vehicle is kept at the address provided for the majority of the time. **Be Wiser** will monitor the overnight parking address **you** declared when **you** purchased **your** policy against where **your Vehicle** is parked at night as collected by the **Telematics Device**.

If it is believed that the information **you** provided may be inaccurate, **Be Wiser** will contact **you** to adjust **your** policy accordingly, and where applicable an additional premium may be due or **Be Wiser** will issue **you** with a 7-day cancellation letter in line with the cancellation rights as set out within this document.

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 Safe & Secure App**.

Safe & Secure App

Your Safe & Secure app displays information on **your Vehicle**, **Be Wiser** policy and service and driving behaviour.

As part of services provided under this policy, use of **your Vehicle** and Vehicle diagnostic information is available via **your web portal or app**. This can be viewed using a smartphone app and website to which **you** are given access. **The web portal and app** are hosted by **Tracker**.

Tracker will disclose information collected by the **Telematics Device** outside of **Tracker** and **Be Wiser** Insurance in the following circumstances:

- where **you** have provided **your** agreement
- to **Be Wiser** agents and subcontractors for operational reasons, including providing the agreed services under the policy
- if **Be Wiser** are required by law to disclose the information, such as to our regulators or if **Be Wiser** are issued with a court order

You will receive an email with **your** log in details for **your Safe & Secure App** within 24 hours. If **you** don't receive this please call **us** on 0333 999 0837.

Driving Behaviour

The **Telematics Device** gathers data about the use of **your Vehicle** and diagnostics and is used to assess the way in which **your Vehicle** is driven. The data allows **Tracker** and **Be Wiser** to understand how fast **your Vehicle** is driven, how smoothly braking and acceleration is applied, how far **your Vehicle** travels and to where and what time. The data also allows **Be Wiser** and **Tracker** to provide the services as described below. It is **your** responsibility to ensure that anyone else who uses **your Vehicle** is aware that a **Telematics Device** is installed.

Tracker constantly monitor and use this data to interpret how safe **your Vehicle** is being driven. Some factors **Tracker** use to assess how safe **your Vehicle** is being driven are:

- Speeding – If **you** frequently drive above the speed limit this will increase the likelihood of having an accident and **you** are breaking the law driving at a speed appropriate for the road and conditions is the safest approach.
- Harsh driving – accelerating and braking harshly or suddenly gives other road users less time to react to **your** movements and tends to burn more fuel. Anticipating **your** next move and driving smoothly improves **your** road safety and **your** fuel bill too!
- Late night driving – driving in the late evening through to the early hours is the riskiest time to be on the road. Statistically this is when the most serious accidents occur.

- Other factors include; idling, road type usage, average trip length/distance.

Interventions

The factors in the 'Driving Behaviour' section are used to categorise **you** overall driving behaviour from Excellent to Very High Risk.

Your driving behaviour is available for **you** to view in **your web portal** or **Safe & Secure app**.

We will collect **your** driving data and use it to provide **you** with feedback on your driving style and to give you an overall driving score. This is designed to let **you** know what you're doing well and where **you** can improve. You can access **your** score and driving feedback in the app and online account, and we recommend that **you** check it regularly so **you** can use it to help you develop a safe and consistent driving style.

If we judge **your** driving behaviour to be consistently poor or if **you** drive at unacceptably high speeds then we will step in. We will communicate with you, by sms, email or in writing, to let **you** know that we're concerned about **your** driving and explain the steps you need to take.

Your insurance policy may be cancelled if **your** driving behaviour is consistently poor or if **you** drive at excessive speeds. If we decide to cancel **your** insurance policy we will give you 7 days' notice in writing to your preferred communication method or last known address.

Telematics Policy Charges

Charges relating to your **Telematics Policy** are detailed below.

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	£125
Non-refundable Renewal fee	£100
Change of Vehicle:	
- If a new telematics device is required	£90
- If the telematics 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 telematics device is required	£90
Repair or replacement of the Device if faulty	No charge

Where a **Telematics Device** has been self-installed and the policy is cancelled, **Be Wiser** may request **you** remove the **Telematics Device** and return it to **Be Wiser**.

If **you** change **your Vehicle** a **Telematics Device** must be installed or enabled in the new Vehicle being insured within seven days. 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.

Claims & Assistance

Stolen Vehicle

The **Telematics Device** has GPS/GSM tracking functionality (Excludes windscreen tag). If **your Vehicle** is stolen, please contact Crusader on 0800 298280, **You** will need to have reported the **theft** to the police and have a Police Incident number.

If the police recover **your Vehicle**, they may take it to a secure compound for further investigation and **you** may be required to pay police recovery and storage charges. Please obtain a receipt for any such payments and submit as part of **your** claim.

Dealing with faults and limitations of service

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, during the term of the insurance policy, the **Telematics Device** is suspected by **Tracker** to be defective, **Tracker** will contact **you** and make all reasonable endeavours to repair or replace the **Telematics Device**.

If, during the **period of insurance**, **you** suspect the **Telematics Device** to be defective for any reason, **you** must notify **Tracker** as soon as possible by calling our **Telematics Device** helpline 0333 772 0489 to enable **Tracker** to make all reasonable endeavours to repair or replace the **Telematics Device**. Failure to do so in the requested time frame could result in policy cancellation.

Tracker will not repair or replace any item which is part of **Your Vehicle** and which is used to enable the operation of the **Telematics Device** and/or in conjunction with it (e.g. **your Vehicle** battery). These items are **your** responsibility to maintain in good working order. The **Telematics Device** uses the battery power supply and so there may be a small drain even when **your Vehicle** is not being used.

The transmission and receipt of the data is dependent upon mobile telecommunications services and **you** acknowledge that this service may be interrupted, circumvented or compromised. If transmission of data is affected in the manner described in this paragraph, this does not necessarily mean the **Telematics Device** is defective. **Tracker** will rectify the problem with such transmissions where it is possible for **Tracker** to do so.

Atmospheric conditions, power failures, or other causes, conditions or events beyond **Tracker** reasonable control or the capabilities of the **Telematics Device** can affect the collection and transmission of data by the **Telematics Device**. **Tracker** will rectify any interruptions to the transmission of the data where it is possible for **Tracker** to do so.

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

You have a statutory right to cancel **your** policy within 14 days from the start or renewal date of your contract or on the day on which **you** receive the policy or renewal documentation, whichever is the later.

If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid minus the Non-refundable set up fee.

Alternatively, if **you** wish to cancel and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid less a proportionate deduction for the time you've been on cover, the Non-refundable set up fee and any fees or commission due. Please refer to the section above **Telematics Policy Charges** & our Be Wiser Terms & Conditions for further details regarding the cancellation charges.

To cancel, please contact **Be Wiser**.

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

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

a) Your right to cancel

Following the expiry of **your** 14-day statutory cooling off period **you** continue to have the right to cancel this policy at any time during its term. If **you** cancel your policy, **you** will be entitled to a refund of the premium paid less a proportionate deduction for the time you've been on cover, the Non-refundable set up fee and any fees or commission due. Please refer to the section above **Telematics Policy Charges** & our Be Wiser Terms & Conditions for further details regarding the cancellation charges.

In the event that a claim has occurred under your contract, **you** will not be entitled to a refund of premiums unless your insurers have recovered all financial costs which may have been incurred as a result of dealing with your claim. Please note, if **you** have elected to pay by the instalment credit facility the credit agreement will be cancelled and the balance will become payable in full. Payment will be collected from the credit or debit card token that has been retained for collection of premiums.

To cancel, please contact **Be Wiser**.

b) Our right to cancel

Your Insurer or **Be Wiser** may cancel this policy where there is a valid reason for doing so, by sending at least seven days' written notice to **your** e-mail address or alternative appropriate durable medium setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Where **we** reasonably suspect fraud.
- Evidence of tampering with or blocking the signal from the **device** will result in the immediate cancellation of all cover and may result in **you** being liable for any loss that **Be Wiser** Insurance may incur as a result of such tampering or blocking. This may mean that it will be increasingly difficult for **you** to obtain motor insurance in the future.
- Where the persons insured fail to co-operate with **us** or provide **us** with the information or documentation **we** reasonably require, and this affects our ability to process a claim or defend our interests. See the 'Claims procedure' section within the General Conditions of **your** policy booklet.
- Where **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask. See the 'General Terms and Conditions' section of **your** policy booklet.
- Continued evidence of very high risk or high risk driving.
- If we are unable to retrieve a GPS location from the Telematics Device for more than 7 days and/or we are unable to view the Telematics Device in situ, or arrange for you to install a new Telematics Device within 7 days of our attempts to contact you, confirming you are able to install a new Telematics Device at our request.
- It is a requirement that a **Telematics Device** must be fitted within seven days of the policy purchase date, or following a change of **your Vehicle**, unless it has been agreed between **you** and **Be Wiser** Insurance to extend that time frame. Where this condition has not been met, the policy will be cancelled subject to a seven-day **Road Traffic Acts** cancellation notice.

If **we** cancel the policy under this section **you** will be entitled to a refund of the premium paid in respect of the time on cover, less any charges detailed in the "**Your cancellation rights – outside of the 14-day cooling off period**" section, unless the reason for cancellation is fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

Important Note: The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a **policyholder** to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

Where our investigations provide evidence of fraud or a serious non-disclosure, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

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** vehicle that it is fitted with a **Telematics Device** that will collect and transmit Telematics **Data** about how **your** vehicle 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 Safe & Secure app**, and to **Be Wiser**.

If **Be Wiser** believe that the information **you** provided may be inaccurate, **Be Wiser** will contact **you** to adjust **your** policy accordingly and where applicable an additional premium may be due or **Be Wiser** may need to issue you with a 7day cancellation letter in line with the cancellation rights as set out within this document.

Following the expiry of a policy the data collected by the **Telematics Device** may be used in the assessment and rating of future telematics policies through **Be Wiser Insurance**.

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 crimes.

For full information on how **Be Wiser** use **your** data please review the Privacy Policy at www.bewiser.co.uk/privacy

Be Wiser Insurance will remain the **Telematics Device** owner and data generated by the **Telematics Device**. The information collected by the **Telematics Device** and the information provided by **you** at application will be used by **Be Wiser** and **Tracker** to:

- provide the data services required by **Be Wiser** for this policy and the services related to this policy
- for general research and analysis, mapping purposes, researching, and refining techniques for analysis of Telematics data and the supply of traffic information. In all such circumstances the information will be used anonymously and will not identify any individual user of **your Vehicle** to provide **Tracker** services
- Stolen Vehicle - **your** personal details, **your Vehicle** details and location. In order to track and potentially recover **your Vehicle**, at **your** request **Be Wiser** will share these details with our third-party tracking providers and the police force that provided **you** with a PCRN number.
- Insurance - **your** personal details, **your Vehicle** details, **your** driving performance. **Be Wiser** Insurance will use the data for the provision of insurance services under this policy, including but not limited to management of claims, underwriting and policy servicing. Data will be used for any underwriting or claims development or investigations that may be required and for fraud prevention, detection and investigation purposes.

Your information may also be shared with the relevant insurance and claims databases, in accordance with the Privacy Policy.