

## Telematics Car Insurance Terms and Conditions

### Overview

This document is applicable to all products provided by My Policy Limited and it should be read in conjunction with our General Terms of Business Agreement; you can access a copy at [www.mypolicy.co.uk](http://www.mypolicy.co.uk). You should read the Terms of Business with other insurance documentation, including the information issued to you by My Policy Limited and any information provided to you by your insurance intermediary and your Insurance Company.

At My Policy, we focus on providing customers telematics-based motor insurance products. Our primary aim is to act honestly, fairly and professionally and in the customer or potential customer's best interest, including giving customers information they might need to understand the relevance of any information we provide, as well as objectively giving that information when it is most useful to a customer to enable informed decision making. The objective of the information in this document is to explain the terms and conditions which apply to the Telematics products we provide, in particular the information in this document gives you detailed information about specific Telematics Insurance Terms which form your contract of insurance.

### Definitions

**My Policy, We or Us** means My Policy Limited and Measured Miles and where applicable another Insurance Intermediary approved by us as a distributor of our products.

**Customer, You, Insured, Policyholder** means the customer.

### General Data Protection Regulations

Detailed information about our approach to processing data can be found in our Privacy Notice. You can access a copy at [www.mypolicy.co.uk](http://www.mypolicy.co.uk). (Intermediaries can access this information at [www.measuredmiles.com](http://www.measuredmiles.com)).

### How does telematics work?

A feature of a Telematics Policy provided by My Policy is the ability to view information relating to your driving style through our website; it is safe, secure and simple. A dashboard view allows you to proactively manage your driving behaviour, shows you your mileage and ultimately allows you to control how your premium may be influenced. This feature is best illustrated using examples, for instance, in the event that you exceed the declared annual mileage, you will be able to view online information on the dashboard specifically relating to the number of miles used, enabling you to manage the future number of miles you might use rather than pay for extra mileage.

Another example is the ability for you to learn from poor driving behaviours. If your dashboard records any 'high risk' journeys you can review the specific reasons such as speed or excessive braking. You can then modify your driving for any future journeys.

## Main Benefits

Your Telematics policy through My Policy provides a number of key benefits, these may include:

- Feedback on your driving and suggestions on how to improve your driving;
- Tracking services to help locate your vehicle if it is stolen;
- Improved claims handling as telematics data can provide independent, objective evidence in the event of an accident;
- As long as no claims have been reported during the current period of insurance, this may be reflected in your renewal premium.

## How is the telematics device installed?

When you buy a motor insurance policy from us, you will either have a telematics device that is professionally fitted by our third-party installation network or you will be sent a device that you will fit yourself. The information you supply to us, will dictate which type of telematics device is most suitable for you, for example: cars made before 2002 may not be compatible with our self-install device.

You will know which type of device you will be required to have when you purchase your policy online.

Different fees and charges may apply depending on which type of device you have, for full details please see the Fees and Charges section on page 7.

## Professionally installed device

We may tell you that your telematics smart box will need to be installed by our third-party installation network. This is a small telematics device - about the size of a smartphone - that tracks your driving.

You will need to make an appointment to have your device installed. You will then be contacted to have your appointment confirmed. You must get your device fitted within 7 days of the start of your policy, otherwise your policy will be cancelled. (see "Failing to install the Telematics Smart Box within 7 days section")

You need to make sure everyone who drives the car - such as your partner - is aware that the device is installed. The person who installs the device will also take a photo of your car. We will use this to check it matches the description you gave us.

See page 13 for full telematic device terms and conditions.

## Self-install device (plug in)

We may tell you that you will need to install your own telematics smart box. If this happens you will be sent a telematics plug in device via post. This device is about the size of a matchbox that plugs into your car's OBD port (this stands for On Board Diagnostics). Full instructions on how to install will be included with the device.

Installing the device is simple and should only take a few minutes, once it's plugged in for the first time, the device will automatically activate.

You must plug in your device as soon as you receive it, failure to do this within 7 days from the start date of your policy will result in cancellation of your policy. (see "Failing to install the Telematics Smart Box within 7 days section")

You need to make sure everyone who drives the car - such as your partner - is aware that the device is installed.

At the end of your policy we will contact you with instructions on how to send the device back to us including a pre-paid returns label. If you return your device to us you will be entitled to a reward.

See page 18 for full plug in telematic device terms and conditions.

## Telematics Smart Box Installation & Maintenance

Neither the Insurer nor My Policy Limited can be held responsible for any defects relating the Telematics Smart Box, defects in its design, materials or workmanship. Any warranty provided by the manufacturer of the Telematics Smart Box does not apply to any item which is part of the insured vehicle and which is used in conjunction with the Telematics Smart Box (e.g. the battery for the insured vehicle) The maintenance of such item is the responsibility of the policy holder.

## Unusual restrictions

Your Telematics car insurance does not contain any specific restrictions concerning curfews unlike other telematics policies which typically place restrictions on where or when a vehicle can be driven. However, your Telematic Smart Box data will provide information of all journeys including those times when driving represents a higher risk, such as at weekends and late at night and this usage shall form part of your overall driving score. We therefore advise more caution at these times.

My Policy will explain any specific restrictions before you take out your policy and each time you subsequently renew your policy.

You will also be able to access information about your journeys through the on-line dashboard, such as information relating to mileage, usage and driver scores. We strongly suggest you use the information to manage your driving as ultimately, driving behaviour influences the premium you pay.

## IMPORTANT excessive speed conditions

When your car is driven in a dangerous or unacceptable manner and statutory speed limits are exceeded the following conditions shall apply:

Conditions	Action
<p><b>+45 mph is recorded in a 30-mph zone</b> <b>+60 mph is recorded in a 40-mph zone</b> <b>+75 mph is recorded in a 50-mph zone</b> <b>+90 mph is recorded in a 60-mph zone</b> <i>(Above are all examples of where the road speed limit has been exceeded by more than 50%)</i> <i>(this will result in your insurance policy to be cancelled)</i></p>	<p><b>Your telematic smart box will trigger a notification to us and we will notify you that a process of cancellation has started.</b></p>
<p><b>Speed in excess of 100 mph is recorded</b> <i>(this will result in your insurance policy to be cancelled)</i></p>	<p><b>Your telematic smart box will trigger a notification to us and we will notify you that a process of cancellation has started.</b></p>

The Telematic Smart Box data will trigger a notification to us, and we will contact you. If the excessive speed limits detailed above are recorded, your policy will be cancelled regardless of the allowable number of high-risk journeys, because the vehicle was driven in a dangerous manner at speeds shown above. We will notify you of this in writing by sending a 7-day notice of intended cancellation to the email address you have provided.

## Changes to your premium

It is important to understand that any material changes notified to your insurer, may impact the premium you are required to pay.

Material changes in this context are matters such as telling us about a pending motoring conviction; a change in your occupation; and or, you start using the vehicle for something other than what you told us previously. It's anything that is relevant to the insurers providing cover for the risk you want insured.

To illustrate this point, if you purchased a number of mileage top-up's during the lifecycle of your policy it will affect the yearly amount of premium you might be expected to pay at renewal time.

In the same way, if you have made or notified us of a claim or other changes in your circumstances these considerations will be taken into account when we calculate renewal of your policy and as we and your insurers gather more data, we will adjust our rating models on an ongoing basis. As is common with most insurers this will affect our assessment of future risks and premium payable.

My Policy will provide you with a premium statement and highlight any unusual conditions relating to premium.

Unusual conditions are generally deemed to be those which are not usually associated with a normal car insurance policy but are specific to the operation of a telematics policy. We want to make sure you are fully aware of these, such as buying more miles if are likely to use up the annual estimated mileage. This is what we mean by unusual conditions. Full details of these conditions are explained throughout this document.

## Mileage (this affects the premium you pay)

Your premium is significantly influenced by the number of miles you consume during the lifecycle of your policy. Your initial premium is typically calculated based on the annual mileage you declare at the outset; your Telematics Smart Box will monitor your mileage (you can view the amount you have consumed as well as your predicted annual mileage via your on-line dashboard).

Based on your mileage usage, the Telematic Smart Box will generate details of whether you are predicted to exceed the declared annual mileage. If within the first 30 days of inception or renewal, you are predicted to exceed your annual mileage by 100% or more, we will contact you to discuss your options and you will need to purchase a minimum of 50% of the predicted excess amount.

Example: You declare an annual mileage of 6,000 and are predicted to need an extra 6,000. This will mean that your total annual mileage is likely to be 12,000 or more. You will be required to purchase a minimum of 3,000 additional miles to enable your policy to continue.

We may deem that the policy may be unsuitable for your needs and this could result in cancellation.

If you do not contact us, you will be issued with a 7-day notice of intended cancellation by email or by writing to you at your registered address.

**If your predicted mileage is likely to exceed the monthly average amount of miles (this is based on the amount you declared as your annual mileage) you must top up your mileage allowance to enable your policy to continue.**

<b>Examples</b> <i>(the exact amount your premium might increase depends strictly on individual circumstances)</i>	<b>Action</b>
<b>25% of the amount declared is consumed within the first 2 months of taking out a policy</b> <i>(based on predictions this will typically result in a 50% -75% increase in your annual premium)</i>	<b>Your Telematics Smart Box will trigger a notification to us, and we will notify you that your mileage consumption is under review</b>
<b>90% of the amount declared is consumed within the first 3 months of taking out a policy</b> <i>(based on predictions this will typically result in a 60% -75% increase in your annual premium)</i>	<b>Your Telematics Smart Box will trigger a notification to us, and we will notify you that you must top-up your miles</b>
<b>100% of the amount declared is consumed</b> <i>(based on predictions this will typically result in a 75% - 100% increase in your annual premium)</i>	<b>Your Telematics Smart Box will trigger a Notification to us, and we will notify you that you must top-up your miles<sup>1</sup></b>

**<sup>1</sup>Should you exceed your annual mileage allowance and not purchase additional mileage (top-up miles) within 7 days we will commence cancellation of your policy.**

### **Driving scores?**

What data does the Telematic Smart Box actually measure?

- Acceleration
- Braking
- Speed
- Cornering
- Time of use
- Mileage
- Types of roads used e.g. motorways, country lanes
- Location of vehicle

The Telematic Smart Box measures all of the above information but it is not limited to just those. For example, combining some of the above together means the box can also help us measure individual driving styles and pinpoint the individuals who are most likely to practice them so we can alert them to reduce the risk that they pose to themselves and other road users.

**The Telematic Smart Box will generally collect all of the above information including real-time data as you drive. What must be considered is that the Telematic Smart Box cannot distinguish between drivers.**

In short, we will continuously measure and record how the vehicle is being driven and where appropriate, report this information to you. It is your duty to make all persons who will drive the insured vehicle aware of the Telematic Smart Box and the implications of their driving behaviour.

All scoring will go against the Policyholder and not the alleged driver at the time.

## IMPORTANT Driver Score Implications

Journeys are scored between +10 and -10 and categorised into three levels. The table below details the score implication process:

Score	Action
<b>+1 to +10 means a GOOD score is recorded</b> <i>(+10 is the best possible score)</i>	<b>No action is taken because driving behaviour recorded is within an acceptable range.</b>
<b>0 TO -5 means a BELOW AVERAGE score is recorded</b> <i>(a score within this range will trigger an action)</i>	<b>E-mail and or SMS notification recommending you view your online dashboard to help you improve your driving score.</b>
<b>-6 TO -10 means HIGH RISK score is recorded</b> <i>(a score within this range will trigger an action)</i>	<b>E-mail and or SMS notification recommending you view your online dashboard to help you improve your driving score.</b> <b>Serious consideration to this score should be given</b> <i>(see relevant product tables below)</i>

Conditions	Action
<b>2 HIGH RISK scores</b> <i>(within a rolling 30-day period)</i>	<b>MEANS WE ARE MONITORING PERFORMANCE</b> <i>(multiple high-risk journeys may result in an additional 'high-risk' premium).</i>
<b>3 HIGH RISK scores</b> <i>(within a further rolling 30-day period)</i>	<b>MEANS YOU WILL INCUR A £100 PENALTY</b> <i>(failure to communicate will result in a statutory notice of cancellation).</i>
<b>A FURTHER HIGH RISK score</b> <i>(within 30 days)</i>	<b>MEANS WE START A PROCESS OF CANCELLATION</b>

## Assessment at Renewal

We will review your telematics data at each renewal cycle. This analysis will influence the renewal terms offered and conditions imposed. We will not be able to offer any new business rates because of this analysis. My Policy will explain the charges, conditions and limitations that apply including any unusual characteristics separately and as part of your renewal notification.

## Automated Renewal

As part our service to you, our terms include a provision to automatically renew your policy, as we want to make sure you are not left inadvertently without cover. This means your policy is automatically set to renew each year unless, in any particular year you tell us that you do not want to renew the policy.

So, whilst you will not need to instruct us to renew your policy, it is important to remember that you will still need to check all the details we hold about your insurance each year, ensure they are correct and tell us if anything has changed.

In automatically renewing your policy we will collect the premium using the same method of payment utilised when you purchased the policy. We will do this at least 7 days before your policy is automatically renewed. This may include collecting the premium by Direct Debit (using the instalment facility with Close Brothers Limited) or if you paid your premium in full, the credit/debit card payment details you used to purchase the policy (you will need to let us know if these details change or if you want to use different card or bank account for the renewal payment before your renewal date). If the payment is

unsuccessful, your policy will lapse, it will not be automatically renewed, and you will need to call us to arrange payment and renew the policy.

## IMPORTANT Fees and Charges

As referenced in our General Terms of Business Agreement, Telematics policies are subject to specific fees and charges and these are set out in the table below.

Type	Amount (professionally installed device)	Amount (plug in device)
<b>RENEWAL FEE</b> <i>(covers the cost incurred by us in connection with arranging the renewal of your policy, including the provision of collecting and processing data from the Telematic Smart Box)</i>	<b>£ 75.00</b> <i>(the fee is not refundable after the 14-day cooling-off period)</i>	<b>£ 75.00</b> <i>(the fee is not refundable after the 14-day cooling-off period)</i>
<b>ARRANGEMENT FEE</b> <i>(To setup the insurance policy, including the fitting/installation of the Telematic Smart Box; the collection, processing and transmitting of the telematic data)</i>	<b>£350.00</b> <i>(This is non-refundable if you cancel your policy post 30 days)</i>	<b>£350.00</b> <i>(This is non-refundable if you cancel your policy post 30 days)</i>
<b>CHANGE OF VEHICLE (REINSTALL CHARGE)</b> <i>(covers the cost of reinstalling a Telematic Smart Box in the event of a change of vehicle)</i>	<b>£ 150.00</b> <i>(the fee is not refundable once the reinstallation process for the Telematic Smart Box has started)</i>	<b>£ 25.00</b> <i>(please note if you require a new device when you change your vehicle because you no longer have the original device i.e. you have sold or scrapped the car with the device still inside you will be charged £80.00 to replace the device when replacing your vehicle).</i>
<b>INVESTIGATING, DAMAGED OR TAMPERING CHARGE<sup>1</sup></b> <i>(covers the cost of damaged or any tampered equipment)</i> <sup>1</sup> <i>Suspicious tampering with or blocking the signal from the Telematic Smart Box will trigger a process of investigation which may result in the cancellation of your policy.</i>	<b>£ 150.00</b>	<b>£0.00</b>
<b>APPOINTMENT CANCELLATION CHARGE</b> <i>(covers the cost of a "failed" pre-arranged appointment, see page 9 for full details)</i>	<b>£50.00</b>	<b>£0.00</b>

## IMPORTANT fees and charges continued...

Type	Amount: professionally installed devices														
<p><b>POLICY CANCELLATION FEES &amp; CHARGE(s)</b></p> <p><i>(reasonably covers the costs we incur when a policy is cancelled; this will be charged in addition to a cost for the time on cover).</i></p> <p><i>You are free to cancel your policy at any time during the lifecycle of the policy. Different charges apply at different stages starting when your policy commences regardless whether we cancel, or you do. Please consider carefully the total cost of cancelling your policy.</i></p>	<table border="1"> <thead> <tr> <th data-bbox="831 389 975 450">Cancellation (New Policies)</th> <th data-bbox="1007 389 1238 450">If your telematics device has been fitted*</th> <th data-bbox="1238 389 1458 450">If you have not had your telematics device fitted</th> </tr> </thead> <tbody> <tr> <td data-bbox="831 562 975 595">Up to 14 days</td> <td data-bbox="1007 562 1238 595">£247.00*</td> <td data-bbox="1238 562 1458 595">£75.00</td> </tr> <tr> <td data-bbox="831 595 975 629">14 to 30 days</td> <td data-bbox="1007 595 1238 629">£247.00*</td> <td data-bbox="1238 595 1458 629">£75.00</td> </tr> <tr> <td data-bbox="831 629 975 663">30 days +</td> <td data-bbox="1007 629 1238 663">£75.00</td> <td data-bbox="1238 629 1458 663">N/A</td> </tr> </tbody> </table>	Cancellation (New Policies)	If your telematics device has been fitted*	If you have not had your telematics device fitted	Up to 14 days	£247.00*	£75.00	14 to 30 days	£247.00*	£75.00	30 days +	£75.00	N/A		
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<p><i>*cost of arranging the renewal of your policy, including collecting and processing data from the Telematic Smart Box, please note this fee is non-refundable once your policy has been renewed.</i></p>															

## When must I fit the Telematics Device?

The Telematics Smart Box must be fitted within seven days of the start of your policy.

## Failing to install the Telematics Smart Box within 7 days

If the Telematics Smart box is not installed because **you** fail to attend the appointment, or the vehicle is not as you described when you took out your policy, you will be charged a £50.00 fee for the failed appointment.

This fee will either need to be paid in full or added to your current direct debit within seven days of the failed appointment.

You can be charged a £50 failed appointment fee for the following reasons:

- Failure to attend the appointment.
- If you cancel an appointment with less than 24 hours' notice.

Upon the engineer attending the appointment they discover;

- the vehicle is not as you described when you took out your policy, for example the vehicle has been modified and these modifications have not been disclosed to us or your insurer.
- The vehicle is not fully functional, for example there is a warning light on the dashboard.
- It is not safe for the engineer to carry out the installation, for example, due to the condition of the vehicle or the vehicle is not parked in an accessible and safe location, or there is inadequate space for the passenger door to open.

This is not an exhaustive list.

If the Telematics Smart Box is not installed within 7 days, we will contact you (using the contact details you have provided). We will explain that your policy will be cancelled in 7 days because either, you have failed to fit or failed to arrange for an engineer to fit the Telematics Smart Box within 7 days. We will confirm this to you by e-mail or write to you at your registered address providing you with a 7-day notice of cancellation.

## Cancellation

You are entitled to cancel your policy for any reason both within the statutory 14-day cooling-off period and outside of it. Cancellation will be subject to a charge for the period of cover you have used during the 14-day cooling off period. For cancellations outside of this period, we have listed the specific cancellation terms that your insurer will apply when calculating refunds. We also reserve the right to cancel this agreement at any time and if we do so, we will notify you in writing by sending a 7-day notice of intended cancellation to the email address you have provided.

Additionally, as described in our Fees and Charges Table on Pages 6 and 7 will also apply and we reserve the right to deduct any amount due from any premium refund that may be due to you.

Should you wish to cancel your policy, you can do so by contacting us on 0330 100 2337 or sending us a cancellation declaration which can be found at [www.mypolicy.co.uk](http://www.mypolicy.co.uk) (please note we cannot backdate a

cancellation).

## Highway Insurance Policies

### In the first 50 days of the start of your policy

Where you choose to cancel under the Cancelling your Policy (Outside the Cooling-off Cancellation Right) section of the policy wording the method of calculating any refund due has been replaced with the method below. A refund will not be provided if you or someone else has made a claim in the current period of insurance.

If your policy is cancelled within the first 50 days of the start date, we will work out the refund on a pro-rata basis less a premium charge of £25 + Insurance Premium Tax to cover our administration costs.

After 50 days any premium refund will be calculated based on the number of miles remaining less a premium charge of £25 + Insurance Premium Tax to cover our administration costs.

If you have exceeded your declared annual mileage, there will be no refund of premium.

#### Example (1 to 50 days):

You purchase a policy based on an allowance of 10,000 miles but wish to cancel having used 9,000 of them, the insurer will calculate a refund of the premium based on the remaining period of insurance.

#### Example (51 days+):

You purchase a policy based on an allowance of 10,000 miles but wish to cancel having used 9,000 of them. In this example, the insurer will calculate a refund of the premium based on the remaining (unused) 1,000 miles.

## Markerstudy Insurance Policies

An amount of premium will be retained in respect of the insurance cover used. Any premium refund will be calculated based on either the remaining time left on the policy, or the number of miles remaining, whichever is **lowest**. The remaining amount of premium will be refunded to you, after the insurer has deducted any applicable fees (please see your policy booklet for details). If you have notified a claim under the policy (apart from Windscreen Repair or Replacement) or exceeded your declared annual mileage, there will be no refund of premium.

Example:

You purchase a policy based on an allowance of 10,000 miles but wish to cancel having used 9,000 of them. In this example, the insurer will calculate a refund of the premium based on the remaining (unused) 1,000 miles.

## Equity Red Star Insurance Policies

An amount of premium will be retained in respect of the insurance cover used. Any premium refund will be calculated based on either the remaining time left on the policy, or the number of miles remaining, whichever is **lowest**. The remaining amount of premium will be refunded to you, after the insurer has deducted any applicable fees (please see your policy booklet for details). If you have notified a claim under the policy (apart from Windscreen Repair or Replacement) or exceeded your declared annual mileage, there will be no refund of premium.

Example:

You purchase a policy based on an allowance of 10,000 miles but wish to cancel having used 9,000 of them. In this example, the insurer will calculate a refund of the premium based on the remaining (unused) 1,000 miles.

### Axa Insurance

**The Following Cancellation terms replace the cancellation terms found in your AXA Car insurance policy under the heading 'Cancellation'**

An amount of premium will be retained in respect of the insurance cover used. Any premium refund will be calculated based on either the remaining time left on the policy, or the number of miles remaining, whichever is **lowest**. The remaining amount of premium will be refunded to you, after the insurer has deducted any applicable fees (please see your policy booklet for details). If you have notified a claim under the policy (apart from Windscreen Repair or Replacement) or exceeded your declared annual mileage, there will be no refund of premium.

Example:

You purchase a policy based on an allowance of 10,000 miles but wish to cancel having used 9,000 of them. In this example, the insurer will calculate a refund of the premium based on the remaining (unused) 1,000 miles.

### Zurich

An amount of premium will be retained in proportion to the time you have been on cover or the number of unused miles, whichever is the **lowest**; the remaining amount of premium (e.g. the refund from insurer less any charges) will be refunded to you, as long as you have not incurred any eligible claim, apart from Windscreen Repair or Windscreen Replacement or exceeded your annually declared mileage.

Example:

You purchase a policy based on an allowance of 10,000 miles but wish to cancel having used 9,000 of them. In this example, the insurer will calculate a refund of the premium based on the remaining (unused) 1,000 miles.

### Aviva

An amount of premium will be retained in proportion to the time you have been on cover. The remaining amount of premium will be refunded to you, after the insurer has deducted any applicable fees (please see your policy booklet for details).

Example:

You purchase a policy based on an allowance of 10,000 miles but wish to cancel having used 9,000 of them in the first two months of the policy commencing. In this example, the insurer will calculate a refund of the premium based on the remaining period of insurance.

### Ageas

An amount of premium will be retained in proportion to the time you have been on cover. The remaining amount of premium will be refunded to you, after the insurer has deducted any applicable fees (please see your policy booklet for details). If you have notified a claim under the policy (apart from Windscreen Repair

or Replacement), there will be no refund of premium.

Example:

You purchase a policy based on an allowance of 10,000 miles but wish to cancel having used 9,000 of them in the first two months of the policy commencing. In this example, the insurer will calculate a refund of the premium based on the remaining period of insurance.

### **Paying by Instalments**

Assuming you are paying by instalments, your instalment payments will cease and if you incur any eligible claims you will either have to continue with the instalment payments until the premium is paid in full or we may, at our discretion, deduct the outstanding instalments due from any claim payment made.

### **Cancellation by us**

We reserve the right to cancel your policy when there is a valid reason to do so. Valid reasons include, but are not limited to:

- You misrepresent or fail to disclose information that is relevant to your insurance.
- You have not verified your policy, and/or provided documentation requested by us or your insurer (such as a copy of your driving licence or evidence of no claim bonus);
- You or anyone else covered by this insurance has not met the terms and conditions of the insurance;
- You have not had your Telematics Smart Box fitted or you have not plugged in your self-install device (see “Failing to install the Telematics Smart Box within 7 days section);
- You have not paid when due, a premium on an instalment plan;
- A change in your circumstances means we can no longer provide cover;
- You do not keep the vehicle at the insured address/address’ overnight for the majority of the time;
- If the vehicle has been seized or impounded by the Police prior to the start of your policy;
- Speeding events (refer to “Excessive Speed Conditions” section);
- The policy is unsuitable for you (refer to “Mileage (this affects the premium you pay)” section);
- You don’t purchase the additional miles when all purchased miles have been used up (refer to “Mileage (this affects the premium you pay)” section);
- You fail to communicate with us when we communicate with you in regard to high risk driving (refer to “IMPORTANT excessive speed conditions” section)
- You harass any member of our staff or show abusive or threatening behaviour towards them.

**End.**

## Installed Telematics Device Terms and Conditions<sup>1</sup>

*(Issued in Conjunction with the My Policy Limited General Terms of Business Agreement)*

*<sup>1</sup>to be read in conjunction with the My Policy Limited General Terms of Business Agreement.*

### **Law & Language:**

These terms and conditions are the subject of the English Courts. We will use the English Language for all communications, any and all contractual parts, and any information we are required to supply to you before and during the duration of the contract.

### **Acceptance:**

For your own benefit and protection, you should read all of the information within this document carefully. If you do not agree to any part of the information, please tell us. We assume that you accept the terms of this agreement unless we hear from you.

### **Installation:**

It is a condition of your insurance Policy (arranged under the terms of your contract with My Policy Limited) that you have a fully operational **Telematics Device** (alternatively known as a Black Box) installed in the **Insured Vehicle**. The **Telematics Device** will be fitted by our approved engineers who are fully competent to carry out the work to the required standard. It is your responsibility to obtain permission from all parties who may have an interest in the **Insured Vehicle** (e.g. a hire purchase or leasing company) before the **Telematics Device** is installed.

The **Telematics Device** must be installed in the **Insured Vehicle** within 7 days of the policy commencement date, and within 7 days of any subsequent change of vehicle under the policy. If a **Telematics Device** is not installed during this period, your insurer will commence a process to cancel the policy in accordance with your Policy's cancellation conditions. If you do not attend your installation appointment, or you cancel the appointment with less than 24 hours' notice, a fee of £50.00 will become payable for failure to attend or cancellation of the appointment.

At the time of installing the **Telematics Device**, you must provide the installation engineer with proof of identity and ownership of the Insured Vehicle – specifically photo identity, such as a Driving Licence or Passport, and the Vehicle Registration Document (V5).

The installation Engineer will only install the **Telematics Device** at a location deemed safe to do so by the engineer. The Engineer may request you move your vehicle to a more suitable location should one be available. Failure to position the Insured Vehicle in a safe place will prevent installation and a fee of £50.00 will become payable for failure to attend or cancellation of the appointment.

### **Interruptions to the collection of data:**

The collection and transmission of data by the **Telematics Device** may occasionally be impaired or interrupted by operational and/or atmospheric conditions, power failures, or other causes, conditions or events beyond our reasonable

control or the capabilities of the **Telematics Device**<sup>2</sup>. We will rectify any interruptions to the transmission of the data where it is possible for us to do so.

<sup>2</sup>*My Policy Ltd. And / or Wunelli Ltd including any subsidiary or third-party subcontractor, cannot be held liable for any losses incurred as a result of a device or service failure.*

#### **Faulty Device:**

If we suspect that the device is faulty we will contact you to repair or replace the **Telematics Device** free of charge. If, during the period that your policy is in force, you suspect that the **Telematics Device** is defective for any reason you must notify My Policy as soon as possible, who will make arrangements to correct the fault. If the fault cannot be repaired remotely we, or our approved engineers, will agree a time and location to repair (or replace) the **Telematics Device**. If you do not attend the appointment, or you cancel the appointment with less than 24 hours' notice, a fee of £50.00 will become payable for failure to attend or cancellation of the appointment.

Neither My Policy Ltd nor Wunelli Ltd will repair (or replace) any item which is part of the **Insured Vehicle** and which is used to enable the operation of the **Telematics Device** and/or in conjunction with it (e.g. the vehicle battery) as such items are your responsibility to maintain in good working order. The **Telematics Device** uses the battery power supply meaning there will be a nominal voltage drain on your battery even when the vehicle is not being used.

#### **Removal or replacement of the Telematics Device:**

If the policy is cancelled (or the **Insured Vehicle** is replaced) we will cease to process any and all data within three (3) working days from receipt of policy cancellation instruction.

You must contact My Policy should you require removal of the **Telematics Device**.

My Policy Limited reserve the right to replace the **Telematics Device** at our option and expense at any time with any other **Telematics Device** providing you with at least the same functionality. This will enable us to ensure the **Telematics Device** is updated if there are technological changes or improvements. We will only exercise this right:

- i. when replacing a defective **Telematics Device** and or;
- ii. replacing a **Telematics Device** more than 3 years old by giving 21 days' notice

In the event of loss of or damage to the **Telematics Device** as a result of an insured incident, your insurer will pay for the repair or, at our option, the replacement of the **Telematics Device**, subject to the terms and conditions of your Policy

#### **Tampering with the Telematics Device:**

The **Telematics Device** is and remains at all times the property of Wunelli Ltd. 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**. Only our approved engineers may install, remove, modify or repair the **Telematics Device**.

The **Telematics Device** has tamper controls and attack safeguards which will trigger the intelligent alert system in the event of any unauthorised tampering with the **Telematics Device**. An investigation will be initiated and a physical inspection of the **Telematics Device** by an approved engineer will be required if the intelligent alert system is triggered. Failure to attend an appointment to allow inspection of the **Telematics Device** (or you cancel the appointment with less than 24 hours' notice) will mean a fee of £ 50.00 will become payable for failure to attend or cancellation of the appointment.

If you do not attend a subsequent inspection appointment your Insurance Policy may be cancelled.

Tampering with the **Telematics Device** may invalidate your insurance and result in a cancellation of your Insurance Policy. You may then struggle to find insurance after cancellation of a policy by an insurer.

If following an investigation you, or anyone acting on your behalf, is found to have tampered with the **Telematics Device** your policy may be cancelled and you will be required to pay for any reasonable costs we have incurred including removing, repairing or replacing the defective **Telematics Device** or parts thereof.

Any damage or loss caused by any form of tampering or non-permitted interaction with the **Telematics Device** is not covered by this Insurance Policy.

### **Theft Tracking**

The **Telematics Device** has GPS/GSM tracking functionality. If the **Insured Vehicle** is stolen you must activate the tracking facility as follows:

- i. report the theft to the Police and obtain a Police Incident number
- ii. Call the Operating Centre – log on to your dashboard to obtain the number (lines open 24 hours a day, 7 days a week) and confirm the Police Incident Number.
- iii. Contact My Policy or your insurers to report the claim.

If the Police recover the 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.

### **Use of the Telematics Device Data**

It is very important that you read and understand how your **Telematics Device** data will be used. My Policy Limited will collect and share your **Telematics Device** data with your insurer, My Policy Limited and Wunelli Ltd

By agreeing to this document and the **Telematics Device** installation, you are consenting to this use of the **Telematics Device** data. It is your responsibility to provide a copy of this document to any named driver on your insurance policy and any other person who drives your vehicle. You should contact My Policy should you require removal of the **Telematics Device**.

### **Wunelli Ltd and Data Privacy**

The section describes the extent to which any personal data we collect from you, or that you provide to us, will be processed. Please ensure you read and understand how we will use the personal data collected from the Insured Vehicle.

For the purposes of the General Data Protection Regulations (GDPR), the data controller is Wunelli Ltd of 1000 Lakeside House. North Harbour. Northern Road. Portsmouth. PO6 3EZ.

### **Information Wunelli Ltd may collect from you**

Wunelli Ltd may collect and process the following data about you:

**Submitted Information:** information that you provide *by filling in forms – both online, in store or over the phone by email or by other means*. This includes information provided at the time of registering the **Telematics Device** or requesting further services. You may also be asked for information including recent locations to help us with any queries that may raise.

**Device Information:** Once the **Telematics Device** is installed in your vehicle Wunelli Ltd will use the **Telematics Device** to capture data from your vehicle including location and distance travelled. The GPS co-ordinates from the **Telematics Device** will enable them to collect and process information about the location of your vehicle.

### Additional information:

- If you contact us, we may keep a record of that correspondence
- *Your insurer will submit to us personal information relating to you, including but not limited to: Vehicle make, model, VIN and serial number, home and risk address, telephone number and email address, date of birth, details of named drivers, gender and marital status.*

### Where your data is stored

At any time during the lifecycle of your policy Wunelli Ltd may transfer your information safely and securely to their agents or subcontractors who may provide a service to Wunelli Ltd in another country which may be outside the European Economic Area. Wunelli Ltd will ensure that they agree to treat your information with the same level of protection as they do. For the purpose of continued use, Wunelli Ltd will remain the data controller.

Although Wunelli Ltd will do our best to protect your personal data, they cannot give a guarantee as to the security of data your **Telematics Device** transmits to them; any transmission is ultimately at your own risk. Once they receive your information, they will use strict procedures and security features to try to prevent unauthorised access.

### How Wunelli Ltd uses your information

Wunelli Ltd will use the data from the **Telematics Device** to:

- Provide further clarification as to the circumstances of a claim if you make a claim under the policy provided by your insurer
- Identify the location of your vehicle if you are using our theft tracking services.
- To provide you with any additional services requiring use of your telematics data or device that we may offer you and you may agree to take up both during and after your period of your insurance.

Wunelli Ltd will only disclose information collected by the **Telematics Device** to others in the following circumstances:

- *Where you have provided your agreement.*
- *To their agents or subcontractors for operational reasons.*
- *If we are required by law to disclose the information, such as to a regulator or if they are issued with a court order.*

Wunelli Ltd may also use aggregate driving data for research and development purposes for example:

- Assessing the environmental impact of road and vehicle usage, including analysis of idle time spent at junctions.
- Analysis of the causes of, and forces involved in, crashes and other road accidents/incidents.
- Establishing and analysing trends amongst the UK and other territorial area populations regarding each of the purposes set out above.
- Researching and refining techniques for analysing motor vehicle telematics data.
- To assign your device to another insurance policy at your request
- To provide continued theft tracking
- To be held in aggregate to allow us to compare/translate your current score between varying telematics products for pricing and analysis at your request. Your request may include using aggregator services where you have indicated you have held a telematics policy previously.

Wunelli Ltd may provide third parties with such aggregate information.

### Disclosure of your information

Wunelli Ltd may disclose your personal information to any member of its group, which means their subsidiaries, their ultimate holding company and its subsidiaries, as defined in section 1159 of the Companies Act 2006.

Wunelli Ltd will disclose on request your personal information (Including data from the **Telematics Device**) to My Policy Ltd and to your insurer.

Wunelli Ltd may also disclose your personal information to third parties if:

- They sell or buy any business or assets, in which case they may disclose your personal data to the prospective seller or buyer of such business or assets.
- They or substantially all of their assets are acquired by a third party, in which case personal data held by them about their customers will be one of the transferred assets.
- They are under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation or request
- In order to:
  - Install, service, disable or carry out checks of the **Telematics Device**
  - Enforce or apply Wunelli's Terms of Use and other agreements or to investigate potential breaches; or
  - Protect the rights, property or safety of My Policy Ltd and Wunelli Ltd, its customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

### **Access to information**

The GDPR gives you the right to access information held about you. Your right of access can be exercised in accordance with that Act in the first instance please refer to the **Privacy Notice** issued to you by My Policy.

### **Changes to how we collect and process data:**

From time to time either My Policy Ltd or Wunelli Ltd may make changes to their data collection and processing procedures, any such changes will be disclosed to you before they occur. You will be required to read and accept these alterations.

**End**

## Self-Install Telematics Device Terms and Conditions<sup>2</sup>

<sup>2</sup>*to be read in conjunction with the My Policy Limited General Terms of Business Agreement*

### Law & Language:

These terms and conditions are the subject of the English Courts. We will use the English Language for all communications, any and all contractual parts, and any information we are required to supply to you before and during the duration of the contract.

### Acceptance:

For your own benefit and protection, you should read all of the information within this document carefully. If you do not agree to any part of the information, please tell us. We assume that you accept the terms of this agreement unless we hear from you.

### Installation:

It is a condition of your insurance Policy (arranged under the terms of your contract with My Policy Limited) that you have a fully operational **Telematics Device** (alternatively known as a Black Box) installed in the **Insured Vehicle**.

You will be sent a telematics plug in device via post. This device is about the size of a matchbox that plugs into your car's OBD port (this stands for On Board Diagnostics). Full instructions on how to install will be included with the device.

Installing the device is simple and should only take a few minutes, once it's plugged in for the first time, the device will automatically activate.

You must plug in your device as soon as you receive it, failure to do this will result in cancellation of your policy.

The **Telematics Device** must be installed in the **Insured Vehicle** within 7 days of the policy commencement date, and within 7 days of any subsequent change of vehicle under the policy. If a **Telematics Device** is not installed during this period, your insurer will commence a process to cancel the policy in accordance with your Policy's cancellation conditions.

### Interruptions to the collection of data:

The collection and transmission of data by the **Telematics Device** may occasionally be impaired or interrupted by operational and/or atmospheric conditions, power failures, or other causes, conditions or events beyond our reasonable control or the capabilities of the **Telematics Device**<sup>3</sup>. We will rectify any interruptions to the transmission of the data where it is possible for us to do so.

<sup>3</sup>*My Policy Ltd. And / or TrakM8 Ltd including any subsidiary or third-party subcontractor, cannot be held liable for any losses incurred as a result of a device or service failure.*

### **Faulty Device:**

If we suspect that the device is faulty we will contact you to replace the **Telematics Device**. If, during the period that your policy is in force, you suspect that the **Telematics Device** is defective for any reason you must notify My Policy as soon as possible, who will make arrangements to correct the fault. If the fault cannot be repaired remotely we will replace the device.

Neither My Policy Ltd nor TrakM8 Ltd will repair (or replace) any item which is part of the **Insured Vehicle** and which is used to enable the operation of the **Telematics Device** and/or in conjunction with it (e.g. the vehicle battery) as such items are your responsibility to maintain in good working order. The **Telematics Device** uses the battery power supply meaning there will be a nominal voltage drain on your battery even when the vehicle is not being used.

### **Removal or replacement of the Telematics Device:**

My Policy Limited reserve the right to replace the **Telematics Device** at our option and expense at any time with any other **Telematics Device** providing you with at least the same functionality. This will enable us to ensure the **Telematics Device** is updated if there are technological changes, or improvements. We will only exercise this right:

- i. when replacing a defective **Telematics Device** and or;
- ii. replacing a **Telematics Device** more than 3 years old by giving 21 days' notice
- iii. if you change your vehicle and your new car is not compatible with our self-install device.

In the event of loss of or damage to the **Telematics Device** as a result of an insured incident, your insurer will pay for the repair or, at our option, the replacement of the **Telematics Device**, subject to the terms and conditions of your Policy

### **Tampering with the Telematics Device:**

The **Telematics Device** is and remains at all times the property of TrakM8 Ltd. 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** has tamper controls and attack safeguards which will trigger the intelligent alert system in the event of any unauthorised tampering with the **Telematics Device**. An investigation will be initiated.

Tampering with the **Telematics Device** may invalidate your insurance and result in a cancellation of your Insurance Policy. You may then struggle to find insurance after cancellation of a policy by an insurer.

If following an investigation you, or anyone acting on your behalf, is found to have tampered with the **Telematics Device** your policy may be cancelled and you will be required to pay for any reasonable costs we have incurred repairing or replacing the defective **Telematics Device** or parts thereof. After the initial install, if you remove or drive your insured vehicle without the device plugged in, this will be considered as tampering and your policy may be cancelled.

Any damage or loss caused by any form of tampering or non-permitted interaction with the **Telematics Device** is not covered by this Insurance Policy.

### **Theft Tracking**

The **Telematics Device** has GPS/GSM tracking functionality. If the **Insured Vehicle** is stolen you must activate the tracking facility as follows:

- iv. report the theft to the Police and obtain a Police Incident number
- v. Call the Operating Centre – on 03308 387 577 lines open 24 hours a day, 7 days a week) and confirm the Police Incident Number.
- vi. Contact My Policy or your insurers to report the claim.

If the Police recover the 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.

### **Use of the Telematics Device Data**

It is very important that you read and understand how your **Telematics Device** data will be used. TrakM8 Ltd will collect and share your **Telematics Device** data with your insurer, My Policy Limited and Minerva.Science Limited.

By agreeing to this document and the **Telematics Device** installation, you are consenting to this use of the **Telematics Device** data. It is your responsibility to provide a copy of this document to any named driver on your insurance policy and any other person who drives your vehicle. You should contact My Policy should you require removal of the **Telematics Device**.

### **TrakM8 Ltd and Data Privacy**

This privacy policy tells you what to expect when Trakm8 collects and processes your personal data;  
<https://www.trakm8.com/driver-privacy-policy>

### **Changes to how we collect and process data:**

From time to time either My Policy Ltd or TrakM8 Ltd may make changes to their data collection and processing procedures, any such changes will be disclosed to you before they occur. You will be required to read and accept these alterations.

**End**