

Telematics Commercial Vehicle Insurance Terms and Conditions

Overview

At My Policy we focus on providing customers telematics based motor insurance products.

The purpose of this document is to provide you with our telematics terms and conditions which apply to our Telematics products we provide; in particular this document gives you information about our Telematics Vehicle Insurance products.

You must read this in conjunction with your insurance documentation; this includes the information issued to you by My Policy including the General Terms of Business Agreement and documentation provided to you by your Insurance Company.

Definitions

My Policy, We or Us means My Policy Limited

Customer, You, Insured, Policyholder means the customer

How does telematics work?

Commercial and emergency vehicles have been using telematics for over 10 years as part of fleet management insurance and for safety purposes. Typically, a Telematics Smart Box will monitor your driving this will generally include the time and length of the journeys you might undertake. Usually information is gathered to understand your driving style and skill on the road which can result in lower renewal premiums for safer drivers. Typically, the premium you pay amongst other aspects is calculated upon the amount of miles you anticipate for the year. My Policy allows you to top-up your mileage throughout the year and assess your driving behaviours using the telematics data to enable your overall risk to be analysed accurately at renewal.

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 pro-actively 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 estimated mileage, you will be able to view up-to-date on-line information on the dashboard specifically relating to the number of miles used, enabling you to manage the future amount 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 breaking. You can then modify your driving for any future journeys.

Data protection

We are committed to ensuring that your information is secure. My Policy will handle your data responsibly, fairly and in strict accordance with the Data Protection Act 1998 (DPA). We will not sell, distribute or release your personal information to third parties unless we have your permission or are required by law to do so.

Data sharing

The information you provide may include information about other drivers permitted under your policy. Whilst we have your consent we shall assume that you have explained how and with whom My Policy shares and processes telematics data to any other permitted driver.

This means we will assume that all other drivers permitted under your policy consent to My Policy processing information as set out in these terms and conditions. This is important as the Telematics Smart Box cannot detect who is driving and all journey data will therefore be viewed as a whole. In addition, if you provided consent to us when you took out your policy with My Policy, we will also use your personal information to send promotional information about other telematics products and similar services which we think you may find interesting. If you do not want us to share data in this way you can opt-out. Please refer to our General Terms of Business Agreement for more details about your options including how to opt out. Please see [https://mypolicy.co.uk/assets/downloads/november-2016/General Terms of Business Agreement.pdf](https://mypolicy.co.uk/assets/downloads/november-2016/General_Terms_of_Business_Agreement.pdf) (Legal Section).

Data controls

In order to prevent unauthorised access or disclosure we have put in place suitable procedures to safeguard and secure the information we collect including information gathered online.

We will not keep or process data for longer than is necessary and only access data where there is a clear need to do so, such as managing a policy, handling a claim, responding to a query or for purposes that you have consented.

You are entitled under the Data Protection Act (DPA) to request data we hold about you including your personal telematics data. You can view your journey data at any-time through your on-line dashboard. Should you wish to request information as entitled under the DPA please e-mail us at info@mypolicy.co.uk, or write to our usual address marking your correspondence, Subject Access Request, The Data Protection Officer. An administration charge of £10.00 will apply.

Telematics Smart Box Installation & Maintenance

Neither the Insurer nor My Policy Limited can be held responsible for any defects relating to the installation of the Telematics Smart Box, defects in its design, materials or workmanship. Any warranty provided by the supplier and or installer 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 items are the responsibility of the policy holder.

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 and you have a good driver score this may be reflected in your renewal premium.

Unusual restrictions

Your telematics vehicle 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 Telematics Smart Box data will provide live 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 behavior influences the premium you pay.

IMPORTANT excessive speed conditions

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

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

The Telematics Smart Box data will trigger a notification to us and we will contact you. If the excessive speed limits detailed above are exceeded regardless of the allowable number of high-risk journeys, your policy will be cancelled. We will contact you (using the contact details you have provided) to explain that your policy will be cancelled in 7 days because the vehicle was driven in a dangerous manner at speeds exceeding the speed limits shown above. 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.

Changes to your premium

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

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.

Mileage (this affects the premium you pay)

Your premium is significantly influenced by the amount 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).

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.

Examples <i>(the exact amount your premium might increase depends strictly on individual circumstances)</i>	Action
25% of the amount declared is consumed within the first 2 months of taking out a policy <i>(based on predictions this will typically result in a 50% -75% increase in your annual premium)</i>	Your Telematics Smart Box will trigger a notification to us and we will notify you that your mileage consumption is under review
90% of the amount declared is consumed within the first 3 months of taking out a policy <i>(based on predictions this will typically result in a 60% -75% increase in your annual premium)</i>	Your Telematics Smart Box will trigger a notification to us and we will notify you that you must top-up your miles
100% of the amount declared is consumed <i>(based on predictions this will typically result in a 75% - 100% increase in your annual premium)</i>	Your Telematics Smart Box will trigger a Notification to us and we will notify you that you must top-up your miles¹

¹Should 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 Telematics 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 list above includes these measures but is not limited to just those. Your Telematics Smart Box will collect the above information and that may include real-time collection of data. (E.g. My Policy will collect data which is being transmitted by the Telematics Smart Box as you drive) What must be considered is that the Telematics Smart Box cannot distinguish between drivers. So My Policy will always measure how well the vehicle is being driven and will report this information accordingly. It is your duty to make all persons who will drive the insured vehicle aware of the Telematics 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 scored between +10 and -10 and categorised into three levels. The table below details the score implication process

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

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

Assessment at Renewal

We will review your overall driving score and other 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.

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 tables below.

Type	Amount
ARRANGEMENT FEE <i>(covers the cost incurred by us in connection with the initial setting up of a policy including the provision of a Telematics Smart Box)</i>	£ 247.00 <i>(the fee is not refundable after 14 days of your policy start date or once the installation process for the telematics smart box has started)</i>
CHANGE OF VEHICLE (REINSTALL CHARGE) <i>(covers the cost of reinstalling a telematics smart box in the event of a change of vehicle)</i>	£ 150.00 <i>(the fee is not refundable once the reinstallation process for the telematics smart box has started)</i>
REMOVAL CHARGE <i>(covers the cost of removing a telematics smart box in the event of cancellation or lapse of policy at renewal)</i>	£ 50.00
INVESTIGATING, DAMAGED OR TAMPERING CHARGE¹ <i>(covers the cost of damaged or any tampered equipment)</i> ¹ <i>Suspicious tampering with or blocking the signal from the Telematics Smart Box will trigger a process of investigation</i>	£ 150.00
APPOINTMENT CANCELLATION CHARGE <i>(covers the cost of <u>FAILING TO ATTEND A PRE-ARRANGED APPOINTMENT</u> for installation of telematics smart box)</i>	£ 50.00

<p>POLICY CANCELLATION FEES & CHARGE(s) <i>(reasonably covers the cost of cancellation we incur when a policy is cancelled; a proportionate Time On Risk charge will apply in addition for the insurance cover enjoyed)</i></p>	<p>You are free to cancel your policy at any-time during the life-cycle of the policy. Different charges apply at different stages starting when your policy commences.</p> <p>Please consider carefully the total cost of cancelling your policy.</p> <table border="1" data-bbox="837 369 1428 1084"> <tr> <td data-bbox="837 369 1133 638"> <p>By YOU within the 14 Day Cooling-Off Period <i>(This is a cancellation charge applied if the Telematics Smart Box has not been fitted)</i></p> </td> <td data-bbox="1133 369 1428 638"> <p>£ 75.00</p> </td> </tr> <tr> <td data-bbox="837 638 1133 878"> <p>By YOU within the 14 Day Cooling-Off Period <i>(This is an arrangement fee applied if the Telematics Smart Box <u>has been</u> fitted)</i></p> </td> <td data-bbox="1133 638 1428 878"> <p>£ 247.00</p> </td> </tr> <tr> <td data-bbox="837 878 1133 1084"> <p>By YOU during the lifecycle of the policy <i>(This is a cancellation charge applied after the expiry of a 14-day Cooling-Off period)</i></p> </td> <td data-bbox="1133 878 1428 1084"> <p>£ 75.00</p> </td> </tr> </table>	<p>By YOU within the 14 Day Cooling-Off Period <i>(This is a cancellation charge applied if the Telematics Smart Box has not been fitted)</i></p>	<p>£ 75.00</p>	<p>By YOU within the 14 Day Cooling-Off Period <i>(This is an arrangement fee applied if the Telematics Smart Box <u>has been</u> fitted)</i></p>	<p>£ 247.00</p>	<p>By YOU during the lifecycle of the policy <i>(This is a cancellation charge applied after the expiry of a 14-day Cooling-Off period)</i></p>	<p>£ 75.00</p>
<p>By YOU within the 14 Day Cooling-Off Period <i>(This is a cancellation charge applied if the Telematics Smart Box has not been fitted)</i></p>	<p>£ 75.00</p>						
<p>By YOU within the 14 Day Cooling-Off Period <i>(This is an arrangement fee applied if the Telematics Smart Box <u>has been</u> fitted)</i></p>	<p>£ 247.00</p>						
<p>By YOU during the lifecycle of the policy <i>(This is a cancellation charge applied after the expiry of a 14-day Cooling-Off period)</i></p>	<p>£ 75.00</p>						

When must I fit the Telematics Device?

The Telematics Smart Box must be fitted within seven days of the start of your policy. The installation engineer will photograph the vehicle, this data will be uploaded to our server as part of the install verification and vehicle details check in the interests of fraud prevention.

Failing to install the Telematics Smart Box within 7 days

If the Telematics Smart Box is not installed within 7 days or the vehicle is not as described, 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 the Telematics Smart Box within 7 days or the vehicle is not as described. 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. Please refer to Charges section to see applicable charges including missed installation charge and Cancellation charge.

Cancellation

Statutory Cancellation Rights

You are entitled to cancel your policy within a 14-day cooling-off period for any-reason. Cancellation will be subject to Time on Risk Charge for the period of cover you have enjoyed. Additionally, the Fees and Charges as described in the Fee and Charges Table on Page 6 and 7 will also apply. 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 please contact us on 0330 100 2377.

Cancellation after the statutory period

As mentioned you are free to cancel this policy at any time by contacting us on 0330 100 2337.

An amount of premium will be retained in proportion to the time you have been on cover. Alternatively we will calculate the number of unused miles; whichever is the lower amount and refund the remainder paid 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 only calculate a refund of the premium owed based strictly on the remaining 1,000 miles.

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 provide us with inaccurate or incomplete information.
- You act in a fraudulent manner - as outlined in your policy wording.
- You fail to provide the requested validation documents (proof of no claims discount, driving licences, vehicle registration documents etc.)

End

Telematics Device Terms and Conditions¹

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

¹*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**². We will rectify any interruptions to the transmission of the data where it is possible for us to do so.

²*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 Data Protection Act 1998, 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 time, date, location, distance travelled, speed of vehicle, acceleration and deceleration and time spent idle. The GPS co-ordinates from the **Telematics Device** will enable them to collect and process information about the location of your vehicle. An electronic data feed will translate the GPS co-ordinates from the **Telematics Device** to provide information, such as road type, road surface and speed limit of the road you are driving on at any specific time.

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:

- build a profile of your driving behaviour *[and the behaviour of anyone else who drives your vehicle]*.
- Provide you with data via your dashboard portal or smartphone app relating to your driving behaviours
- Provide enriched data to your insurer so that they may calculate your premiums based upon actual vehicle usage and driving behaviour
- 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.
- To help them understand driving behaviours which they will use to develop similar products

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:

- Road and vehicle usage including regarding road safety issues, real time traffic flow and volumes, journey times, distances, speeds, and analysis of junctions and the risks they present.
- Assessing the environmental impact of road and vehicle usage, including analysis of idle time spent at junctions.
- Driving behaviour analysis and profiling including determining what constitutes safe and dangerous driving and the typical behaviours of average age ranges.
- 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 Data Protection Act 1998 gives you the right to access information held about you. Your right of access can be exercised in accordance with that Act and may be subject to a fee of £10 to meet our costs in providing details of information we hold about you.

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.