

## Telematics Car Insurance Terms and Conditions

### Overview

This document is applicable to all products provided by Measured Miles, a trading name of My Policy Limited and should be read in conjunction with our Terms of Business which can be accessed at <https://www.measuredmiles.com/terms-and-conditions>. You should read the Terms of Business with other insurance documentation, including the information issued to you by your insurance broker, Measured Miles, and any information provided to you by your Insurance Company.

The objective of the information in this document is to explain the terms and conditions which apply to the telematics products we provide.

At Measured Miles, 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. We do this by giving customers information they might need to understand its relevance at an appropriate time, so a customer can make an informed decision.

### Definitions

**Measured Miles, We or Us** means Measured Miles, a trading name of My Policy Limited (authorised & regulated by the Financial Conduct Authority, FRN 307350), and where applicable, another Insurance Intermediary approved by us as a distributor of our products.

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

### Data Protection Legislation

Detailed information about our approach to processing data can be found in our Privacy Notice which is appended to this document (see page 9). You can also access a copy at [www.measuredmiles.com](http://www.measuredmiles.com) (Legal Section).

### Main Benefits

Your telematics policy through Measured Miles provides several key benefits including:

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

### Installation of the Telematics Device

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.

The telematics device must be fitted to your vehicle within seven days of the start of your policy and within 7 days of any subsequent change of vehicle. The device must remain operational for the entire time your policy is in force, including any subsequent renewal.

If the telematics device is not installed within 7 days, we/your broker will contact you to 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 device within 7 days. We/your broker will confirm this to you by providing you with a 7-day notice of cancellation.

Neither Us nor the Insurer can be held responsible for any defects relating the telematics device e.g., defects in its design, materials, or workmanship. Any warranty provided by the manufacturer of the telematics device does not apply to any item which is part of the insured vehicle, and which is used in conjunction with the telematics device (e.g. the battery for the insured vehicle). The maintenance of such items is the responsibility of the policyholder.

### ➤ **Professionally Installed Device**

We may tell you that your telematics device will need to be installed by our third-party installation network. The device will be fitted by our approved engineers who are fully competent to carry out the work to the required standard. You will need to make an appointment to have your device installed. You will then be contacted to have your appointment confirmed.

At the time of installing the device, you may be asked to 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 person who installs the device will also take a photo of your car; we/your broker will use this to check it matches the description you gave us.

The engineer will only install the telematics device at a location they deem safe to do so. The engineer may request that you move your vehicle to a more suitable location should one be available. Failure to position the vehicle in a safe place will prevent installation.

At the end of your policy, the device will be switched off remotely, and we will cease to process driving data within three working days.

### ➤ **Self-Install Device**

We may tell you that you will need to install your own telematics device. The device will need to be plugged into your car's OBD (onboard diagnostics) port; instructions on how to install it will be included with the device.

You will be sent the telematics device by post, and you must plug it in as soon as you receive it.

Once the device is installed it will automatically activate when you start to drive. The device needs a mobile data signal to send us your journey data. If you live in an area with poor signal or park in an underground car park your journey data will catch up when you get to an area with signal. If you get back into an area of full GPS signal and your journeys are still not showing on your dashboard, you will need to get in touch with your broker.

If at any point during the lifecycle of your policy, we are not receiving a heartbeat from the telematics device we/your broker will contact you. If your telematics device goes longer than seven days without a heartbeat your policy may enter cancellation and we/your broker will inform you of this by sending a 7-day notice of cancellation.

At the end of your policy, we/your broker will contact you with instructions on how to send the device back, including a pre-paid returns label.

## IMPORTANT - Fees and Charges

Telematics policies are subject to specific fees and charges which differ depending on the type of telematics device; these are set out in the table below.

Type	Amount (Professionally Installed Device)	Amount (Self-Install Device)
<b>ARRANGEMENT FEE</b> <i>(Covers the cost incurred by us in connection with the initial set-up of a policy, including the fitting/installation of the telematics device; the collection, processing and transmitting of the telematic data)</i>	<b>£232.00</b> <i>(This is not refundable after the 14-day cooling off period).</i>	<b>£232.00</b> <i>(This is non-refundable after the 14-day cooling off period).</i>
<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 telematics device)</i>	<b>£60.00</b> <i>(This is not refundable after the 14-day cooling-off period)</i>	<b>£60.00</b> <i>(This is not refundable after the 14-day cooling-off period)</i>
<b>CHANGE OF VEHICLE FEE</b> <i>(Covers the cost of reinstalling a telematics device in the event of a change of vehicle)</i>	<b>£150.00</b> <i>(This is not refundable once the device has been installed)</i>	<b>£70.00</b> <i>(If a replacement device is needed. This is not refundable once the device has been posted).</i>  <b>£10.00</b> <i>(If using the same device)</i>
<b>INVESTIGATING, DAMAGED OR TAMPERING CHARGE</b> <i>(Covers the cost of damaged or any tampered equipment)</i>	<b>£ 150.00</b>	<b>£70.00</b>
<b>REMOVAL CHARGE</b> <i>(Covers the cost of removing a professionally installed telematics device. This only applies if you choose to have the device removed when the policy is cancelled, or you decide not to renew.)</i>	<b>£50.00</b>	<b>£0.00</b>
<b>CANCELLATION FEE</b> <i>(Within cooling off period if telematics device not fitted)</i>  <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>	<b>£25.00</b>	<b>£25.00</b>
<b>CANCELLATION FEE</b> <i>(Within cooling off period if telematics device HAS been fitted)</i>  <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>	<b>£232.00*</b> <i>(*This is the Arrangement Fee detailed above)</i>	<b>£75.00</b>
<b>CANCELLATION FEE</b> <i>(Outside of 14-day cooling off period)</i>  <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>	<b>£25.00</b>	<b>£25.00</b>

## Significant or Unusual Conditions

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. Your broker will explain any specific restrictions before you take out your policy and each time you renew. Full details of these conditions are explained throughout this document.

### ➤ Driving Scores and Implications

What data does the telematic device measure?

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

The telematics device measures all these factors, 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. There are no restrictions on where or when a vehicle can be driven. However, your telematics device 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.

**The telematics device will generally collect all the above information including real-time data as you drive. What must be considered is that the telematics device cannot distinguish between drivers, therefore all scoring will go against the Policyholder and not the alleged driver at the time.**

It is your duty to make all persons who have an interest in the insured vehicle or will drive the insured vehicle aware of the telematics device and the implications of their driving behaviour.

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

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

Score	Action
<b>+1 to +10 means a GOOD score is recorded</b> (+10 is the best possible score)	<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> (A score within this range will trigger an action)	<b>You should consider reviewing your driving behaviour to avoid further action should you obtain a lower score.</b>
<b>-6 TO -10 means a HIGH RISK score is recorded</b> (A score within this range will trigger an action.)	<b>Email and/or SMS notification recommending you view your online dashboard to help you improve your driving score. Repeated instances of HIGH RISK driving may result in cancellation (see table below).</b>

Conditions	Action
<b>2 HIGH RISK scores</b> (Within a rolling 30-day period)	<b>MEANS WE ARE MONITORING PERFORMANCE</b>
<b>3 HIGH RISK scores</b> (Within a rolling 30-day period)	<b>MEANS YOU WILL INCUR A £100 PENALTY</b> (Failure to arrange payment within 7 days will result in a 7-day notice of cancellation being issued).
<b>A FURTHER HIGH RISK score</b> (Within 30 days of a penalty)	<b>YOUR POLICY WILL BE CANCELLED</b> (We will notify you of this by issuing a 7-day notice of cancellation via email).

➤ **IMPORTANT - Excessive Speed Conditions**

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

Conditions	Action
<b>30+ mph is recorded in a 20-mph zone</b> <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> (Above are all examples of where the road speed limit has been exceeded by 50% or more)	<b>YOUR POLICY WILL BE CANCELLED</b> (We/your broker will notify you of this by issuing a 7-day notice of cancellation).
<b>Speed in excess of 100mph is recorded</b> (this will result in your insurance policy being cancelled)	<b>YOUR POLICY WILL BE CANCELLED</b> (We/your broker will notify you of this by issuing a 7-day notice of cancellation).

The telematics device will trigger a notification to us, and we/your broker 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.**

➤ **Mid-term Changes to your Premium**

It is important to understand that driving behaviour and any material changes notified to your insurer may impact the premium you are required to pay. Your premium may go up, down, or your Insurer may not offer cover for the change. If the Insurer cannot cover the change, this may result in cancellation if the policy is no longer suitable for your needs.

Material changes include anything that is relevant to your Insurer providing cover for the risk you want insured e.g., telling us about a pending motoring conviction, a change of vehicle or occupation, and/or you start using the vehicle for something other than what you told us previously.

➤ **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 as your initial premium is typically calculated based on the annual mileage you declare at the outset. The telematics device will monitor your mileage and you can view the amount you have used as well as your predicted annual mileage via your online 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 may need to top up your mileage allowance to enable your policy to continue.

Examples	Action
<i>(The exact amount your premium might increase depends strictly on individual circumstances)</i>	
<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 device will trigger a notification to us, and we/your broker will notify you that you may need to 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 device will trigger a notification to us, and we/your broker 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 your policy will be cancelled.**

### **Theft Tracking**

The telematics device has GPS/GSM tracking functionality. If your 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. Contact your broker/Measured Miles and your insurers to report the claim.
- iii. If available, any vehicle location data will be sent to the Police and/or your Insurer directly.

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.

### **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. If you do not communicate with us when we contact you to rectify any interruptions, this could result in cancellation of your policy.

<sup>2</sup>Measured Miles Limited and/or our telematics data provider, including any subsidiary or third-party subcontractor, cannot be held liable for any losses incurred because of a device or service failure.

### **Faulty Telematics Device**

If we suspect that the device is faulty, we/your broker will contact you to repair or replace the telematics device free of charge. If you suspect that the telematics device is defective for any reason you must notify your broker as soon as possible and we will make arrangements to correct the fault.

Neither Measured Miles Ltd nor our telematics data provider 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.

### ➤ Professionally Installed Device

If the fault cannot be repaired remotely, we/your broker or our approved engineers, will agree a time and location to repair (or replace) the device. If you do not attend the inspection appointment, your policy may be cancelled.

### ➤ Self-install Device

For Self-Install devices, if the fault cannot be repaired remotely, we will replace the device.

## Removal or Replacement of the Telematics Device

Measured Miles 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 device is updated if there are technological changes or improvements. We will only exercise this right:

- i. When replacing a defective telematics device or;
- ii. When replacing a telematics device more than 3 years old by giving 21 days' notice

## Tampering with the Telematics Device

The Telematics Device is and always remains the property of our telematics data provider. 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 and an investigation will be initiated. The investigation process we will follow differs depending on the type of device you have (see details below).

If following an investigation, you or anyone acting on your behalf, is found to have tampered with the telematics device your policy will 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. We/your broker will contact you to confirm that your policy will be cancelled, and you may then struggle to find insurance after cancellation of a policy by an insurer.

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.

### ➤ Professionally Installed Device

Only our approved engineers may install, remove, modify, or repair a Professionally Installed telematics device. A physical inspection of the device by an approved engineer will be required if the intelligent alert system is triggered. If you do not attend the inspection appointment, your policy may be cancelled.

### ➤ Self-install Device

After the initial install, if you remove or drive your insured vehicle without the device plugged in, this will be considered as tampering. Repeated loss of signal without reasonable explanation will also be considered as tampering.

## Cancellation

You are entitled to cancel your policy for any reason both within the statutory 14-day cooling-off period and outside of it. Should you wish to cancel your policy, please contact your broker.

During the 14-day cooling off period cancellations will be subject to a charge for the period of cover you have used. For cancellations outside of this period, we have listed the specific cancellation terms that your insurer will apply when calculating refunds. Additionally, the fees described in our Fees and Charges Table on page 3 will also apply regardless of who cancels the policy, and we reserve the right to deduct any amount due from



any premium refund that may be due to you.

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.

➤ **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.

E.G., 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.

➤ **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 provided documentation requested by us, your broker 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 device fitted or you have not plugged in your self-install device (see "Installation of the Telematics Device" section).
- A change in your circumstances means we can no longer provide cover.
- If the vehicle has been seized or impounded by the Police before the start of your policy.
- Speeding events or repeated instances of high-risk driving (refer to "IMPORTANT - Excessive Speed Conditions" and "Driving Scores and Implications" sections).
- 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 harass any member of our staff or show abusive or threatening behaviour towards them.

### **Assessment at Renewal**

We will review your telematics data at each renewal cycle. This analysis will influence the renewal terms offered and conditions imposed, and we will not be able to offer any new business rates because of this analysis.

To illustrate this point, if you purchased several mileage top-ups during the lifecycle of your policy it will affect your renewal premium. In the same way, if you have made or notified us of a claim or other changes in your circumstances these will be considered 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.



## Privacy Notice

Please read this document carefully as it contains details of how we will process and store your personal data. We will process and store your personally identifiable information in accordance with the Data Protection Act 2018, which incorporates the General Data Protection Regulation (GDPR) into UK law.

In this document, references to “We”, “Us” and “Our” mean the My Policy Group which includes My Policy Limited (an insurance intermediary), Measured Miles (a wholesale insurance distributor) and Minerva Science Limited (which provides our actuarial services).

You should show this document to all parties related to this insurance policy. If you have given us information about someone else, you are deemed to have their permission to do so.

If you have any questions or need any further information you can email [info@mypolicy.co.uk](mailto:info@mypolicy.co.uk) or write to the Data Protection Officer, My Policy Limited, Prospect House, Prospect Road, Halesowen B62 8DU.

### Lawful Basis of Processing

Under Data Protection legislation, the lawful bases we rely on for processing your information are:

1. **Contract** – processing is necessary to enable you to enter into an insurance contract with us and for us to administer your insurance contract.
2. **Legal Obligation** – processing is necessary to comply with a legal or regulatory obligation.
3. **Legitimate Interest** – processing is necessary for our own legitimate interests or those of other data controllers or third parties (e.g. to search credit references agencies, monitor emails, calls or other communications, for market research, analysis and developing statistics) except where such interests are overridden by the interests, rights or freedoms of the data subject.
4. **Consent** – where you have given us permission to do so, we will use your personal information for marketing purposes (see Marketing section for full details).

### Collecting Your Information

We collect personal data which includes a variety of information about you (e.g. your name, address, date of birth, vehicle registration and your contact details). Where relevant, we will also collect information which indirectly relates to you by reference to an identifier (e.g. your IP address).

We will also collect more sensitive personal information including health information (medical conditions), details of an individual's motoring or criminal convictions, creditworthiness and GPRS data from your telematics device.

In certain circumstances, we will also collect data from other sources (e.g. publicly available sources such as social media and networking sites, third party databases available to the financial services sector and the wider commerce and industry, including insurers, claims management firms, price comparison websites, loss adjustors and other suppliers appointed in the process of handling a claim, or credit reference and similar agencies), including information from you regarding your previous insurance arrangements.

Your personal information is primarily used for the purpose of providing you with an insurance quotation, arranging and placing an insurance policy or wholesale facility, and the ongoing administration of your insurance contract, including assisting with making a claim. We record all telephone calls for training and monitoring purposes, therefore any personal information you give us during telephone calls is collected. If you do not provide the information we request, this may prevent us from being able to provide you with insurance.

## Using Your Information

We will ensure that your personal information is processed lawfully, fairly and in an open and transparent manner. We will also ensure that appropriate security measures are in place against unauthorised or unlawful processing, or accidental loss, destruction or damage using appropriate technical or organisational measures e.g. restricting access to certain aspects of your information to key people within our organisation, and periodically checking the level of security in place to prevent unauthorised use, accidental loss or misuse of your information.

We are governed by and shall operate in accordance with contracts we have in place with our suppliers (e.g. insurers, software providers and other providers of services to us) which set out our relationship as a data processor as required by current data protection legislation.

As a data controller, we determine the purpose and means of processing personal data. In particular, the data processed by Minerva Science Limited and other processors e.g. when we act in our capacity as a wholesale insurance distributor and our Telematics data processor.

In certain circumstances, such as when you request a quotation, make changes to an existing policy, or renew your insurance policy, our assessment may involve an automated decision to determine whether we are able to provide or continue to provide you with an insurance contract. You can object to us using an automated decision (see Individual Rights section) however, in those situations it may prevent us from being able to provide you with insurance.

As part of our activities as an insurance intermediary, a wholesale distributor of insurance or our actuarial activity, we may also process personal data for profiling or analytics purposes (see Analytics (Aggregated Information) section).

We will also use your information to enable us to comply with a legal obligation (e.g. for the prevention and detection of fraud and financial crime, which may include processes which profile you, and for the recording and monitoring of telephone calls for training and monitoring purposes).

## Analytics (Aggregated Information)

When processing personal data for profiling or analytics purposes, we will have appropriate safeguards in place to ensure that:

- A) Processing is fair and transparent, and provide meaningful information about the logic involved, as well as the significance and envisaged consequences.
- B) Appropriate mathematical or statistical procedures are used for profiling.
- C) Appropriate technical and organisational measures are in place to enable inaccuracies to be corrected and minimise the risk of errors.
- D) Your personal data is secure in a way that is proportionate to the risk to your interests and rights and prevents discriminatory effects.

By collecting information regarding your current, ongoing, and past insurance arrangements we will use this to carry out research and analysis (including profiling). We do this in a way that involves large volumes of information being converted into statistical or aggregated data meaning that individuals cannot be identified. Some aspects of research and analysis we undertake are separate from using your information directly in connection with your insurance policy but are still compatible with our activities as an insurance provider.

## Using our Website and Cookies

When using our website, you will be asked to accept a cookie, which is a small file of letters and numbers that is downloaded onto your computer. This will be explained to you when you visit our website, and you will typically have to accept the cookie to benefit from the services offered on our website. Our Cookie Policy can be viewed at <http://www.mypolicy.co.uk/cookie-policy/>.

Cookies are operated in strict accordance with the Privacy and Electronic Communications Regulations 2011 (PECR) and enable our website to remember your preferences by recording information you have entered. These rules also apply if you access or use any other technology to gain access to information stored electronically by us (e.g. your online dashboard).

## Sharing Your Information

We will share information, including sensitive information about you and other parties related to this insurance where it is necessary to do so (see Lawful Basis of Processing section). The information will be shared with carefully selected third parties which provide a service to us, or on our behalf. This includes insurers, price comparison websites, Close Brothers Ltd, debt collection agencies, software providers, Minerva Science Limited, and our telematics data processor.

Other than the reasons outlined, we will not share your personal information without good reason and without ensuring that appropriate safeguards are in place. In any other event, we will ask for your consent to share your information and explain the reasons why.

We store all your personal information in the UK. No personal data will be processed or stored outside of the UK without adequate data protection in place which is at least equivalent to current UK data protection legislation. If we are required to transfer your personal information outside the UK, we will do this in compliance with the conditions of transfer set out in the Data Protection Act 2018 and/or restricted to a country which is considered to have adequate data protection laws. We will take all reasonable steps to ensure the firm has appropriate security standards in place to protect your information and provide you with details of the applicable safeguards.

## Storing Your Information

We will only retain your personal information for as long as is necessary in providing our products or services, or for compliance with a legal or regulatory obligation, including our legitimate interests or those of other data controllers such as Minerva Science Limited, and/or our telematics data processor.

This means we will only keep information which is necessary to keep, deal with queries, claims or compliance with legal reasons for a maximum of 14 months for quotations which are not taken up, or 7 years from the date your insurance policy comes to an end. If we are required to retain information beyond this period (e.g. for legal reasons), we will ensure the data is minimised and limited to information which is adequate for these purposes.

During the data retention period, we will take further steps to safeguard your personal information with additional layers of security in place to prevent unauthorised access or misuse.

We will regularly review the length of time we retain your personal information and the purpose of retaining the information. Where information is no longer needed, we will ensure it is securely deleted and update, archive or delete outdated information.

## Individual Rights

You have the following rights relating to the information we hold about you:

- A) **Right of Access** – you have the right to request a copy of the personal information we hold about you.
- B) **Right to Rectification** – if you believe the information we hold about you is inaccurate or incomplete you have the right to ask us to rectify this.

C) **Right to Erasure** – you have the right to ask us to delete your personal information in certain circumstances e.g. where it is no longer necessary.

D) **Right to Restriction** – you have the right to ask us to restrict processing of your personal information in certain circumstances. When processing is restricted, we are permitted to store your information but not use it.

E) **Right to Object** – you have the right to object to certain uses of your personal information (see Marketing section).

F) **Right to Data Portability** – you have the right to receive a copy of the personal data you have provided to us in a structured, commonly used and machine-readable format e.g. a CSV file. You can also request that we transfer a copy of your personal information directly to another data controller.

G) **Right to Withdraw Consent** – if you have previously given us permission to contact you for marketing purposes, you have the right to withdraw this consent at any time.

H) **Right to Complain** – if you are dissatisfied with the way we have processed your personal information, or responded to a request to exercise one of your data protection rights, you have the right to complain to the Information Commissioner's Office (ICO) by writing to The Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF, calling 0303 123 1113, or via its website: <https://www.ico.org.uk>.

## Marketing

When you take out a policy with us via our website, we will ask for your permission to contact you to tell you about:

- A) New products or services we are developing or have developed.
- B) Trialing products and services which we think may improve our service to you, or our business processes.
- C) Rewards we are offering.
- D) Entering you into a competition.

If you give permission for us to contact you for these purposes, we will also ask you to confirm how you would like to be contacted (e.g. email, text message, phone or post). If you change your mind, you can withdraw your consent at any time, and we will act on these withdrawals as soon as possible and not penalise you for exercising this right.

We will regularly review your consent to check that your relationship with us, the purpose for processing and the type of processing have not changed.

## Changes to our Privacy Notice

We may change this Privacy Notice from time to time to keep it up to date or comply with legal requirements. Any changes we make in the future will be posted on the relevant section of our website.