

## Telematics Car Insurance Terms and Conditions

### Overview

This document is applicable to all products provided by My Policy Limited, and Measured Miles a trading name of My Policy Limited 'My Policy'. 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, Measured Miles 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 ensure, for any customer (or potential customer) to act honestly, fairly and professionally and in the customers 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.

### 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 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 on the number 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 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.

## 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)).

## 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 item is 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 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 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.

Your broker 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
<b>+45mph is recorded in a 30mph zone</b> <b>+60mph is recorded in a 40mph zone</b> <b>+75mph is recorded in a 50mph zone</b> <b>+90mph is recorded in a 60mph 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>	<b>Your telematics smart box will trigger a notification to us and we/your broker will notify you that a process of cancellation has started.</b>
<b>Speed in excess of 100mph is recorded</b> <i>(this will result in your insurance policy to be cancelled)</i>	<b>Your telematics smart box will trigger a notification to us and we/your broker will notify you that a process of cancellation has started.</b>

The Telematics Smart Box data will trigger a notification to us and we/your broker 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/your broker 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/your broker 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 driving behaviour and 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.

Your broker 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 Installing a Telematics Device within 7 days of your policy start date, buying more miles if are likely to use up the annual estimated mileage, understanding the implication of your driving score and consequences of poor driving. This is what we mean by unusual conditions. Full details of these conditions are explained through-out 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).

**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.**

<b>Examples</b> <i>(the exact amount your premium might increase depends strictly on individual circumstances)</i>	<b>Action</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/your broker 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/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 we/your broker 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 telematics device measure 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 pin-point 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 telematics device will generally collect all of the above information including real-time data as you drive. What must be considered is that the Telematics device 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 Telematics device 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
<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>We recommend you consider reviewing your driving behaviour to avoid further action should you obtain a lower 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 on-line 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> <b>(multiple high-risk journeys may result in an additional 'high-risk' premium)</b>
<b>3 HIGH RISK scores</b> <i>(within a further rolling 30-day period)</i>	<b>MEANS YOU WILL INCUR A £100 PENALTY</b> <b>(failure to communicate will result in a statutory notice of cancellation)</b>
<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 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. Your broker 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				
<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>(the fee is non-refundable on or after the cover commencement date)</i>				
<b>ARRANGEMENT FEE</b> <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>	<b>£ 232.00</b> <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>				
<b>CHANGE OF VEHICLE (REINSTALL CHARGE)</b> <i>(covers the cost of reinstalling a telematics 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 telematics smart box has started)</i>				
<b>REMOVAL CHARGE</b> <i>(covers the cost of removing a telematics smart box)</i>	<b>£ 50.00</b> <i>(in the event of cancellation <u>by us</u> or lapse of policy at renewal)</i>  <i>If you cancel your policy, it will also be subject to a Cancellation Fee (<u>shown below</u> in this Fees and Charges table)</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> Suspicious tampering with or blocking the signal from the Telematics Smart Box will trigger a process of investigation	<b>£ 150.00</b>				
<b>APPOINTMENT CANCELLATION CHARGE</b> <i>(covers the cost of <u>FAILING TO ATTEND A PRE-ARRANGED APPOINTMENT</u> for installation of telematics smart box)</i>	<b>£ 50.00</b>				
<b>POLICY CANCELLATION FEES &amp; CHARGE(s)</b> <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><b>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. Please consider carefully the total cost of cancelling your policy</b></p> <table border="1"> <tbody> <tr> <td> <b>Within the 14 Day Cooling-Off Period</b>  <i>(This is a cancellation charge applied if the Telematics Smart Box has not been fitted)</i> </td> <td> <b>£ 25.00</b> </td> </tr> <tr> <td> <b>Within the 14 Day Cooling-Off Period</b>  <i>(This is an arrangement fee applied if the Telematics Smart Box <u>has been</u> fitted)</i> </td> <td> <b>£ 232.00</b> </td> </tr> </tbody> </table>	<b>Within the 14 Day Cooling-Off Period</b> <i>(This is a cancellation charge applied if the Telematics Smart Box has not been fitted)</i>	<b>£ 25.00</b>	<b>Within the 14 Day Cooling-Off Period</b> <i>(This is an arrangement fee applied if the Telematics Smart Box <u>has been</u> fitted)</i>	<b>£ 232.00</b>
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**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/your broker will contact you (using the contact details you have provided). We/your broker 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/your broker 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 your broker.

**Cancellation after the statutory period**

You are free to cancel this policy at any time by contacting your broker.

Our aim is that we adopt a principle of fairness and to ensure our customers best interests are put before those of the insurer, we list below the specific cancellation terms that your insurer will apply when processing refunds.

**Highway Insurance Policies**

An amount of premium will be retained in proportion to the time you have been on cover and the number of unused miles; 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 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.

#### Markerstudy Insurance Policies

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.

#### Equity Red Star Insurance Policies

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

#### Axa Insurance

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

#### 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 (e.g. the refund from insurer less any charges) will be refunded to you.

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.

### **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 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>1</sup>. We will rectify any interruptions to the transmission of the data where it is possible for us to do so.

### **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.

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<sup>1</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.

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 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 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.**

## Privacy Notice

Please take time to read this document carefully as it contains details of the basis on which we will process (such as collecting, using, sharing, transferring) and storing your information. You should show this notice to all parties related to this insurance arrangement. 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 further information you can e-mail [info@mypolicy.co.uk](mailto:info@mypolicy.co.uk) or write to our Data Protection Officer, My Policy Limited, Prospect House, Halesowen B62 8DU.

### Use of Information

We (My Policy Limited who is the insurance intermediary with whom you have arranged your insurance) and (My Policy Services Limited, who is a part of the My Policy Group business responsible for our actuarial services) will treat your personally identifiable information strictly in accordance with The General Data Protection Regulations (GDPR) with effect from 25<sup>th</sup> May 2018.

### Data Controller and Data Processor

Principally we will ensure data is processed lawfully, fairly and in an open and transparent manner and ensure appropriate security measures are in place against unauthorised or unlawful processing or accidental loss, destruction or damage using appropriate technical or organisational measures (such as restricting access to key people within our organisation for certain aspects of your information; and periodically checking the level of security we apply to prevent unauthorised use, accidental loss, or misuse of your information).

We are governed by and shall operate strictly in accordance with contracts we have in place with our suppliers (e.g. Insurance Companies, our Software Provider, and similar providers of services to us) which set out our relationship as a processor as required by the GDPR.

As a controller we in certain circumstances also determine the purposes and means of processing data; in particular the data processed by My Policy Services Limited and other processors, such as in our capacity as a placement agent (e.g. when we act as a wholesale distributor of insurance) and our Telematics Device data processor (e.g. our selected third party, Wunelli Limited).

### Lawful Bases Collecting information about you

We will collect personal data which will include a variety of information about you (e.g. your name, address of residence, communication and contact details, and your date of birth). We will also collect where relevant to do so information relating to you indirectly by reference to an identifier (e.g. your IP address, which is a unique number identifying your computer, laptop or similar portable device).

Where required and appropriate to do so, we will also collect more sensitive personal information (such as details about an individual's motoring or criminal convictions, details of health, credit worthiness and other similarly sensitive information).

In certain circumstances (e.g. when an Insurance Company or similar provider of services to us requires us to do so) we will collect information from a variety of different sources (e.g. publicly available sources, such as social media and networking sites; third party databases generally available to the financial services sector, and the wider commerce and industry including, claims management firms, loss adjusters and or other suppliers appointed in the process of handling a claim or credit reference and similar agencies), including information from you regarding your past policies.



## Using information about you

We will use information, including sensitive information, about individuals, and other parties related to our group companies' insurance activities, because it is principally:

- a) necessary for the performance of or to take steps for an individual to enter into a contract of insurance; or
- b) it is necessary for compliance with a legal obligation; or
- c) it is necessary to protect the vital interests of a data subject or another person; and
- d) necessary for our own legitimate interests or those of other controllers or third parties (e.g. to search at credit reference agencies, monitor e-mails, calls and other communications or for market research, analysis and developing statistics) except where such interests are overridden by the interests, rights or freedoms of the data subject.

These bases include, providing an insurance quotation, arranging and placement of a policy or wholesale facility, and providing administration throughout the lifecycle of an insurance arrangement as well as assisting with making a claim.

In certain circumstances, such as when you request a quotation, make changes to an existing policy or at each renewal of an insurance arrangement, our assessment may involve an automated decision to determine whether we are able to provide you with an insurance arrangement. You can object to us using an automated decision (see the individual rights section) however in those situations it may prevent us from being able to provide you with insurance.

When processing personal data for profiling purposes either undertaken as part of My Policy Limited's activities, including those as a wholesale distributor of insurance and by My Policy Services Limited, who is a part of the My Policy Group business responsible for our actuarial services; will ensure appropriate safeguards are in place, ensuring:

- a) processing is fair and transparent and provide meaningful information about the logic involved; as well as the significance and the envisaged consequences;
- b) use appropriate mathematical or statistical procedures for the profiling;
- c) appropriate technical and organisational measures are in place to enable inaccuracies to be corrected and minimise the risk of errors; and
- d) secure your personal data in a way that is proportionate to the risk to your interests and rights and prevents discriminatory effects.

We will also use your information when there is a justifiable reason for doing so, such as compliance with 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 auditing reasons.

## Analytics (aggregated information)

By collecting information regarding your current, on-going and past insurance arrangements or policies we will use this to carry out research and analysis (including profiling) principally as part of the actuarial and wholesale services (but not limited to) activities we carry-on to provide insurance arrangements to you now and in the future.

We will do this in such a way, which involves large volumes of information being converted into statistical or aggregated data meaning a particular individual can no longer be identified.

Some aspects of the research and analysis undertaken are separate from using your information directly in connection with your insurance arrangement but are compatible with our activities as a provider of insurance.

## Sharing your information

We will share information, including sensitive information, about you, and other parties related to this insurance because it is:

- a) necessary for the performance of or to take steps for you to enter into a contract of insurance; or
- b) necessary for compliance with a legal obligation; or
- c) necessary to protect your vital interests; and or,
- d) necessary for our own legitimate interests or those of other controllers or third parties; and
- e) necessary for a task carried out in the public interest or for an exercise of an official authority (e.g. a regulatory body).

This includes sharing your information with carefully selected third parties providing a service to us or on our behalf, these include, Insurance Providers, My Policy Services Limited (including activities undertaken as a wholesale distributor of insurance) and or Wunelli Limited and or Close Premium Finance Limited.

### **What we will not do with your information**

Unless required to do so by law, or for other similar reasons, other than those outlined (see sharing your information) we will never otherwise share personal information without good reason and without ensuring the appropriate care and necessary safeguards are in place; we will in any other event ask for your consent to share that information and explain the reasons.

### **How long we will keep information**

We will only keep and or maintain information about an individual for as long as is necessary in providing our products and services or for compliance with a legal or regulatory obligation, including our legitimate interests or of a controller (e.g. My Policy Services Limited and other processors, such as our Telematics Device data processor (e.g. Wunelli Limited)).

This means, we will only keep, information that is necessary to keep, necessary to deal with queries, claims and for compliance with legal reasons, usually for a maximum retention period of 14 months for any quotations we may provide which are not converted and or up to a maximum period of 7 years after cessation of a product or service we have provided.

Where we are required to retain information beyond this period (e.g. for legal reasons) we will ensure the data we retain is minimised (so, in the example given here, this would be limited to information which is adequate and relevant for legal reasons).

In the interests of information security, we treat General Packet Radio Service (GPRS) data differently (See GPRS). This category of data is treated in the same way as sensitive data (please see the Sensitive Data section for more information).

This shall be in compliance with the GDPR legislations and using appropriate technical or organisational measures we will regularly:

- a) review the length of time we keep and or maintain information about you;
- b) consider the purpose or purposes why we hold the information about you in deciding whether (and for how long) to retain it;
- c) securely delete information about you that is no longer needed for this purpose or these purposes; and
- d) update, archive or securely delete information about you if it goes out of date.

### **Sensitive Data**

In carrying out our duties as Data Controller and Data Processor we will collect sensitive information, about you, and other parties related to this insurance because it is:

- a) necessary for the performance of or to take steps for you to enter into a contract of insurance; or
- b) necessary for compliance with a legal obligation
- c) necessary to protect your vital interests;
- d) necessary for our own legitimate interests or those of other controllers or third parties; and

- e) necessary for a task carried out in the public interest or for an exercise of an official authority (e.g. a regulatory body).

What we mean by sensitive data includes information such as:

- a) about your health including medical conditions;
- b) motoring or other criminal convictions;
- c) a wide range of journey data (from your telematics device); and
- d) racial or ethnic origin or religious beliefs.

We will always apply additional organisational and technical measures for this category of data, including restrictions to access this data, and key-coding of journey data (this is where your journey data is secured with additional layers of security to prevent misuse and protect personally identifiable information).

### **GPRS Data**

General Packet Radio Service (GPRS) is a packet orientated mobile data technology used by the Telematics Device/Smart Box to transmit information about the way in which the Motor Vehicle in which it is fitted is being driven.

Typically, this is the information you can view in your Driver Dashboard, which includes the last 20 journeys you have undertaken.

Because we treat this type of information in the same way as sensitive data we will only keep journey information that is necessary to keep, and purely for compliance with legal reasons (as described more fully within 'how long we will keep information'), for a minimum retention period of 7 years after cessation of a product or service we have provided.

We will apply appropriate organisational and technical measures for this category of data including restricting access to key people within our organisation for certain aspects of your information (typically this will be in relation to the journey data we maintain outside what you can access in your Driver Dashboard).

In the event that you no longer have a current or on-going insurance arrangement with us, we will usually, after a period of between 12 and 14 months we will take further steps to safeguard your journey data (this is where your journey data is secured with additional layers of security to prevent unauthorised access, misuse and to ensure we always protect personally identifiable information).

More detailed information about the types of information collected can be found in our Telematics Terms and Conditions, including the Telematics Device Terms and Conditions.

### **Use and storage of your information overseas**

We will never knowingly transfer, store, or process information about you outside the European Economic Area (EEA). In any event, if we are compelled to transfer your information outside the EEA (e.g. because it is an insurance arrangement with an Insurance Company who is outside the EEA or part of a larger group of companies who pass information outside the EEA) it shall be in compliance with the conditions for transfer set out in the GDPR and or restricted to a country which is considered to have adequate data protection laws, and all reasonable steps shall typically have been undertaken to ensure the firm has suitable standards in place to protect your information.

### **Using our Website and Cookies**

You will be asked to accept a cookie, which is a small file of letters and numbers that is downloaded on to your computer when you visit our website. This will be clearly explained to you when you visit our website and you will typically have to accept the cookie to benefit from the services our website can offer.

Cookies are operated in strict accordance with Privacy and Electronic Communications Regulations 2011 (PECR) and are widely used by many websites and enable our website to remember your preferences, recording information you have entered.

These same rules also apply if you access or use any other type of technology to gain access to information stored electronically by us (e.g. the My Policy Limited app using your smartphone or similar portable device or the My Policy Driver Dashboard).

### **Individual Rights**

You have a number of rights relating to the information we hold about you, these rights include but are not limited to:

- a) a copy of your personal information we hold (we have a maximum of one month to give you this information);
- b) rectify information, if it is inaccurate or incomplete;
- c) request the deletion or removal of your personal data where there is no compelling reason for its continued processing;
- d) suppress processing of your personal data, when processing is restricted, we are permitted to store the personal data, but not further process it. We will retain sufficient information about the individual to ensure that the restriction is respected in future (see Marketing);
- e) object to certain uses of your personal information (see Marketing);
- f) in certain circumstances to not be subject to a decision when it is based on automated processing; and/or it produces a legal effect or a similarly significant effect on you;
- g) withdraw any permission you have previously provided; and
- h) complain to the Information Commissioner's Office at any time if you are not satisfied with our use of your information.

You can request a copy of your personally identifiable information we hold by contacting us. You have a right to data portability so we will normally, not only provide the information free of charge (however we may apply a charge where information requests are excessive) but we will provide that information in a format that is easily accessible, typically in a CSV format, should you require it to allow your information to be exchanged easily with other organisations.

For further information please e-mail [info@mypolicy.co.uk](mailto:info@mypolicy.co.uk) or write to our Data Protection Officer, My Policy Limited, Prospect House, Halesowen B62 8DU.

### **Marketing Section**

Separately we will always ask for your permission (consent) to contact you, including the means to contact you (such as by phone, or e-mail, push notifications, SMS text, or post) to tell you about;

- a) new products or services we have or are developing;
- b) trialling products and services which we think may improve our service to you or our business processes;
- c) offer you rewards;
- d) enter you into a competition.

We will typically ask for your permission when you first contact us (usually on our website), but you will maintain the right to easily withdraw your consent whenever you wish (unsubscribe). We will regularly review your consent to check that your relationship with us and the processing and the purposes have not changed.

We will have processes in place to refresh your consent at appropriate intervals, including any parental consents and act on withdrawals of consent (unsubscribe) as soon as we can and not penalise you if you choose not to give or later choose to withdraw your consent.

## **Analytics (consent to wider use)**

In certain circumstances it may be helpful to us if we are able to use personally identifiable information we hold about you, specifically relating to your current, ongoing and past insurance arrangements or policies, on a wider basis, which means the information we may process may contain personally identifiable information which can identify an individual including after you no longer have any insurance arrangement with us. If we want to do this, we will ask you specifically for your permission (consent) to use the information we hold about you for research and analysis (including profiling), such as when you take out or renew an insurance policy with any of our group companies. This activity will typically be undertaken as part of the actuarial services we carry-on to enable us to provide wider insurance arrangements to the insurance market now and in the future.

It is important that you understand that this is separate from using your information when you have an insurance arrangement in place with us and that it is not compulsory for you to allow us to do this. If you choose to let us use your information in this way (specific consent) we will treat the information in the same way as sensitive data and we will only continue to process that information, including your GPRS journey information that is necessary for any such research, development and statistical analysis, in the same way as we would treat your information even if you cease to have in place any current insurance arrangement with us.

We will continue to apply additional organisational and technical measures for certain sensitive categories of data, including restrictions to access that data, and where appropriate key-coding of journey data (this is where your journey data is secured with additional layers of security to prevent misuse and protect personally identifiable information).

We will regularly review this specific (Research and analysis) consent to check that your relationship with us and the processing and the purposes have not changed.

We will have processes in place to refresh your consent at appropriate intervals, including any parental consents and act on withdrawals of consent (unsubscribe) as soon as we can and not penalise you if you choose not to give or later choose to withdraw your consent.

## **Group Companies**

Our group companies (who from time to time may be operating under a number of trading names) include: My Policy Limited who is an insurance intermediary, and also acts as a distributor (wholesaler) of insurance; and

My Policy Services Limited who provides our actuarial services.

For more information on the My Policy Group companies please visit [www.mypolicy.co.uk](http://www.mypolicy.co.uk)

**End.**