



Terms & Conditions for Telematics-based Motor Insurance Academy Course

These Terms and Conditions apply to your participation and by purchasing this insurance you agree to these. The conditions are in addition to our standard terms of business, a copy of which has also been supplied.

By agreeing to take part in our Driving Academy course you have agreed to pay a one off £30.00 non-refundable attendance fee.

You must ensure that anyone who uses your car has also read and accepted these Terms and Conditions as their data will also be collected and transmitted to us while this insurance remains in force.

Definitions

Wherever the following words or expressions appear in the Terms & Conditions, they have the meaning given here.

Data – information **we** collect about **you** including personal details and **your** driving behaviour and the driving behaviour of anyone who drives **your car**. This will include information such as date, time, location, duration, speed and distance for each journey where the telematics device used in **your car** is switched on. **We** will collect, process and retain **your data** in accordance with the Data Protection Act 1998 and **our** policies on **data** retention. Driving **data** relating specifically to **you** or any other user of **your car** will not be retained by **us** for longer than three years.

Self-installed device – the telematics device, supplied to **you** and to be fitted onto the front **windscreen** of **your car**, that collects and transmits **data**. This **self-installed device** shall, unless advised otherwise, remain **our** property.

Suppliers – companies we work with which provide telematics devices which collect and transmit **data** when switched on, and analyse that **data** on **our** behalf and transmit data to **us**.

We, Us, Our – *AB&C INSURANCE*

You, Your – **our** customer or prospective customer.

Your car – the car in which the **self-installed device** is fitted and which is insured under the policy arranged through **us**.

Installation of the self-installed device

Within 7 days of the delivery to your address of the **self-installed device**, **you** must install it in **your car** and supply **us** with a satisfactory photograph showing the installed device and **your car**'s registration number plate. **You** will receive installation instructions which must be followed to ensure that the device is operating and transmitting data correctly (installation is simple and is likely to take around 5 minutes). If this is not done, **we** reserve the right to amend or cancel **your** insurance.

If the **self-installed device** is tampered with, damaged, removed or lost, then we reserve the right to charge **you** £75.00 for a replacement device, or to amend or cancel **your** policy.

If **you** sell or otherwise dispose of **your car**, **you** must inform us immediately and before the new keeper takes possession, in order that we can arrange for the **self-installed device** to stop collecting data. We will also inform **you** what to do with the device. If for any reason this does not happen, **you** must inform the new keeper of the vehicle that a telematics device has been installed and that telematics data will still be collected.

We cannot accept liability for damage to **your car** or any or any loss caused by **your** installation of a **self-installed device**.

Data capture

Once the **self-installed device** has been activated, it will record and analyse **data** about the driving behaviour of **you** and anyone else who drives **your car**. **We** and **our suppliers** will collect, process and store this information securely, ensuring that it is protected in line with industry best practice and **our** legal and regulatory requirements.

The **self-installed device** will capture and send **your** specific location, direction and speed (amongst other factors) at frequent intervals to the **supplier's** server and **we** will use the information to understand various aspects relating to **your** journey. This information will be used to build up a profile of how, where and when **your car** is driven.

You will have access to this **data** online at all times (subject to systems malfunctions) while the insurance is in force.

Use of the data

We, **your** insurer and **our suppliers** will use the **data** from the **self-installed device** for the purpose of assessing the driving behaviour of **you** and anyone else who drives **your car** in order to:

- help to determine or corroborate the circumstances of a claim, loss or theft;
- help prevent and detect fraud;
- tailor **your** premium at renewal;
- develop, along with data collected from other policyholders, products and services.

Your data will be handled and used along with information **you** have provided & may in future provide in connection with **your** insurance and by taking out this insurance **you** have agreed to this. AB&C Insurance will act as the Data Controller, Your Insurers and Tracker will act as Data Processors.

In addition, **your data** may be supplied to other parties such as regulators, police, courts, but only to the extent that **we** are required to do so by law or regulation. **We** will not otherwise supply any **data** to such other parties (eg **we** do not inform them if you exceed a speed limit).

If **we** share **data** with any other person or body, it will be made anonymous and **we** will not release any information which identifies **you**.

If **we** are unable to collect the required **data** for a period of time, due to **your** fault, **we** will tell **you** and indicate what corrective action **we** require from **you** and by when, to allow **you** to resolve this issue.

If **we** are unable to collect the required **data** for a period of time due to **our** or **our supplier's** fault, then **we** will consider that the missing **data** was similar to that for the immediately preceding equivalent period of time.

As we cannot know who **you** may allow to drive **your car**, it is **your** responsibility to ensure that all other drivers of **your car** are aware of this collection and use of **data**. **You** should show these Terms & Conditions, before they use **your** car, to anyone whose **data** will be recorded by the **self-installed device**.

The information collected by the **self-installed device** will be transmitted to **our suppliers** and will also be used by them for research and analytical purposes, both during the active period of the device and after **your** use of the device has ceased. Any information that **our supplier** shares with third parties will be made anonymous and will not contain any of **your** personal information. This will prevent **data** or results being directly linked to **you**.

While the **self-installed device** remains active, **our supplier** will use **data** collected for research purposes and **you** will be able to access **your** driving **data** for as long the device is active.

Claims

In the event that the **self-installed device** registers a likely impact, **you** will be contacted by **us** or the insurer to collect details of the incident.

You remain responsible for promptly reporting any incident which may result in an insurance claim.

Cancellation/Expiry

If **you** wish to cancel **your** insurance linked to the use of the **self-installed device**, **you** must inform **us** in accordance with the instructions supplied previously and/or set out in **your** insurance policy. **We** will then either remove **your** discount, or arrange other insurance, or all insurance will cease, as appropriate.

You will then be responsible for returning the **self-installed device** in the envelope we will provide.

We will stop collecting **data** from the **self-installed device** within 14 working days of cancellation. If **you** do not inform **us** as above, the device will continue to collect data and send it to **us**;

If **you** sell or otherwise dispose of **your car** but wish to remain insured through us under the same insurance policy, **you** must transfer the **self-installed device** to **your** new car (we will provide instructions on how to do this). Do not pass the **self-installed device** on to the new owner of the car.

If you do not renew this telematics-based insurance policy, **you** will be responsible for returning the **self-installed device** in the envelope we will provide.

If we cancel the policy as a result of a red or three yellow flags within a 12-month period, (see driver scoring and assessment below), this will be communicated in writing by means of a seven-day recorded delivery letter.

Your responsibilities

You must not tamper or interfere with the self-installed device or **your** insurance may be cancelled.

If **you** do not correctly install and use the **self-installed device** supplied to **you**, then any discount that may have applied to **your** insurance may be removed.

Access to your information

You will be able to access **your** data online using a username and password which will be supplied to **you** alone. If **you** allow anyone else to use the username and password, **you** accept that they will be able to view the **data** collected by the **self-installed device**.

Information on how to access **your data** will be sent to **you** via email. **You** have the right to see the information **we** hold about **you** through a Subject Access Request - if **you** would like a copy of **your** information, please write to The Data Protection Officer at the address shown below, quoting **your** policy reference. A fee will be payable.

Charge and Discount

An initial charge of £160 is made in addition to the insurance premium to cover the costs of supplying the **self-installed device** to **you** and processing the **data** it records for up to one year. This charge is inclusive of VAT and a separate invoice giving the breakdown is provided. No refund of this charge will be made unless the insurance is cancelled before it starts or during its 14-day "cooling off" period and

the **self-installed device** is returned undamaged in its original packaging, in which case a refund of 80% of the charge will be given.

You will receive a discount from the normal insurance premium for correctly using the **self-installed device**. At renewal of the insurance **your** premium will be assessed and may go up or down depending on various factors, including **your data**; a modest charge will also be payable for processing the **data** it records for a further year.

Other drivers

The **self-installed device** transmits data regardless of who is driving. It is **your** responsibility to inform any other driver of **your car** that data relating to their driving will be recorded, transmitted and analysed while the **self-installed device** is active.

It is also the case that data from other drivers' journeys in **your car** will form part of the data analysed in relation to **your** insurance policy.

Driver assessment and scoring

Information from your device will be regularly reviewed and driving scores used to issue yellow and red flags, these flags will have an important impact on your Insurance policy and the premium you pay, please see below for details.

Yellow Flag:

Average driving score (excluding braking) below 45

Red Flag:

Driving over 95 miles per hour at any time

Average driving score below 20

Consequence of Flags:

One Yellow Flag – a warning will be issued

Second Yellow Flag (within six months of issue of First Yellow Flag) an additional premium of 7.5% of the annual premium will be charged.

Third Yellow Flag (within six months of issue of Second Yellow Flag) – policy will be cancelled

In respect of the yellow flags above after the passing of a six-month period, without any further flags being issued, we will treat this as if the flag has expired.

Consequences of a Red Flag:

One Red Flag- Policy cancelled

How to complain

We hope you will be entirely happy with all aspects of this telematics-based motor insurance. However, should you have any reason to complain, please contact us as shown below (further details about us and our complaints process are shown in our Welcome to document).

If you have a problem relating to a service provided by your insurer, eg in connection with a claim, please contact them (as shown in your policy documents), or let us know and we will assist where we can.

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