



Smartdriverclub Insurance Telematics Terms and Conditions

These terms and conditions apply between **you**, Aviva Insurance Limited and the **Smartdriverclub**.

Smart Driver Club Limited, a company registered in England and Wales under company number 09706245 with its registered office at Timsons Business Centre, Bath Road, Kettering, Northamptonshire, England, NN16 8NQ.

Smartdriverclub supply the **Smartplug™/Telematics device** that will be installed into **your car** upon **your** enrolment as a member of the **Smartdriverclub** and **Smartdriverclub** supply the software through which **Smartdriverclub** are made available. These terms and conditions therefore govern the use of the **Telematics device** and the software and services detailed.

These terms and conditions also explain what data will be collected about **you** and **your car** and how it will be used in order to provide the services associated with membership of **Smartdriverclub**. **Smartdriverclub** will be responsible for ensuring it protects **your** personal data and details how it does this are set out within the section titled '*Privacy policy*'.

By purchasing **Smartdriverclub** membership and/or installing **Smartplug™**, **you** are agreeing to these terms and conditions.

Definitions

Wherever words or phrases appear in **bold** within this document, they will have the meanings described in the Definitions section of **your** policy booklet.

However, additional defined terms which are applicable to these terms and conditions are listed below and appear in **bold** throughout:

Smartplug™/Telematics device

Electronic equipment self-installed, or professionally installed to **your car** which records and transmits data to **Smartdriverclub**.

Smartdriverclub

Trading style for Smart Driver Club Limited, provider of the services associated with the **Smartplug™**.

Web Portal/ App

Your personal portal which displays information on **your car**, **Smartdriverclub** services and driving style.

About Smartplug™

The **Smartplug™** is the **telematics device** that will be sent to **you** upon purchasing **your Smartdriverclub** Insurance policy. It is a condition of this policy that **you** have a fully operational **Smartplug™** installed in **your car** and it is **your** responsibility to ensure that any party who has an interest in the ownership of **your car** (such as **your partner** or a hire purchase company) has agreed that a **Smartplug™** can be installed or enabled.

You consent to self-installing a **Smartplug™** in **your car**, or where necessary having a **Smartplug™** professionally installed in **your car** by **Smartdriverclub** Insurance approved engineers, who are fully trained to appropriate industry standards.

It is important that **you** notify any authorised person that drives **your car** that a **Smartplug™** has been installed and that their journey will be monitored, and data collected.

If for any reason the **Smartplug™** is incompatible with **your car**, **Smartdriverclub** will cancel **your** policy in line with the cancellation rights as set out within this document. There will be no cancellation administration charge.

A **Smartplug™** must be fitted within seven days of the policy purchase date and within seven days of any subsequent change of **your car** under the policy. If a **Smartplug™** is not fitted during this period, **we** may cancel the policy in line with the 'Cancellation rights' as set out within this document.

It is very important that **you** read this section to understand how **Smartdriverclub** Insurance and **Smartdriverclub** use the information collected by the **Smartplug™**.

The **Smartplug™** is owned by **Smartdriverclub** and is licensed to **you** for the purposes of **your Smartdriverclub** Insurance policy, including services related to the policy. **Smartdriverclub** Insurance will have the right to use the **Smartplug™** data licensed to **Smartdriverclub** Insurance for the purpose of providing **you** with **your** policy and services related to this policy.

The **telematics device** must remain switched on and in use at all times to allow **Smartdriverclub** to collect data and monitor driving performance.

The **Smartplug™** gathers data about the use of **your car** and diagnostics and is used to assess the way in which **your car** is driven. The data allows **Smartdriverclub** to understand how fast **your car** is driven, how smoothly braking and acceleration is applied, how far **your car** travels and to where and what time. The data also allows

Smartdriverclub to provide the services as described below. It is **your** responsibility to ensure that anyone else who uses **your car** is aware that a **Smartplug™** is installed.

Smartdriverclub constantly monitor and use this data to interpret how safe **your car** is being driven. Some factors **Smartdriverclub** use to assess how safe **your car** is being driven are:

- Speeding – If **you** frequently drive above the speed limit this will increase the likelihood of having an accident and **you** are breaking the laws. Driving at a speed appropriate for the road and conditions is the safest approach.
- Harsh driving – accelerating and braking harshly or suddenly gives other road users less time to react to **your** movements and tends to burn more fuel. Anticipating **your** next move and driving smoothly improves **your** road safety and **your** fuel bill too!
- Late night driving – driving in the late evening through to the early hours is the riskiest time to be on the road. Statistically this is when the most serious accidents occur.

These factors are used to categorise **your** overall driving behaviour from Excellent to Very High Risk.

Your driving behaviour is available for **you** to view in **your web** portal or app.

Where **your car** is consistently being driven in an unsafe way and/or **you** are classified with driving behaviour of Very High Risk or High Risk, **Smartdriverclub** will contact **you** to advise **you** that either;

- driver improvement is needed and **Smartdriverclub** will provide **you** tips on how to improve **your** driving and will give **you** seven days to improve **your** driving. If **your car** continues to be driven in an unsafe way and **you** have not met the conditions outlined in **your** seven-day cancellation letter, **Smartdriverclub** will cancel **your** policy on the 7th day in line with the cancellation rights as set out within this document.

Or

- **your car** is being driven in an unsafe way and **Smartdriverclub** will issue **you** a 7-day cancellation letter and will cancel **your** policy on the 7th day in line with General Condition 4.

In addition, if **you** display evidence of high risk driving **Smartdriverclub** will cancel **your** policy and will issue a 7-day cancellation letter in line with the cancellation rights as set out within this document.

Examples of high risk driving is **your car** being driven as follows –

- 50mph on a 30mph road;
- 90mph on a 60mph road;
- Over 100mph.

Smartdriverclub will also constantly monitor and use the data to check the accuracy of the policy information **you** provide against the data collected by the **Smartplug™**. If **Smartdriverclub** believe that the information **you** provided may be inaccurate, **Smartdriverclub** will contact **you** to adjust **your** policy accordingly and where applicable an additional premium may be due or **Smartdriverclub** may need to issue you with a 7-day cancellation letter in line with the cancellation rights as set out within this document.

Some of the details Smartdriverclub will check are –

- Annual mileage - **Smartdriverclub** will monitor the mileage **you** declared when **you** purchased **your** policy against the mileage **you** drive as collected by the **Smartplug™**. If **Smartdriverclub** predict that **you** are likely to exceed **your** declared annual mileage, **Smartdriverclub** will adjust **your** policy accordingly and where applicable an additional premium may be due. You will be notified of any adjustments and additional or refund premium due.
- Overnight parking address - **Smartdriverclub** will monitor the overnight parking address **you** declared when **you** purchased **your** policy against where **your car** is parked at night as collected by the **Smartplug™**. If it is believed that the information **you** provided may be inaccurate, **Smartdriverclub** will contact **you** to adjust **your** policy accordingly, and where applicable an additional premium may be due or **Smartdriverclub** will issue **you** with a 7-day cancellation letter in line with the cancellation rights as set out within this document.

Where data is known to **Smartdriverclub**, following the expiry of a policy where it was a condition to have a **Smartplug™** installed, it will be applied to any future policies where **Smartdriverclub** are the intermediary.

Smartdriverclub will use the data for the provision of insurance services under this policy, including management of claims, underwriting and policy servicing. Data will be used for any underwriting or claims development or investigations that may be required and for fraud prevention, detection and investigation purposes.

As part of services provided under this policy, use of **your car** and car diagnostic information is available via **your web portal or app**. This can be viewed using a smartphone app and website to which **you** are given access. **The web portal and app** are hosted by **Smartdriverclub** and through **telematics device** software made available by **Smartdriverclub** to install on **your Smartphone devices**.

Smartdriverclub will disclose information collected by the **Smartplug™** outside of **Smartdriverclub** Insurance in the following circumstances:

- where **you** have provided **your** agreement
- to **Smartdriverclub** agents and subcontractors for operational reasons, including providing the agreed services under the policy

- if **Smartdriverclub** are required to by law to disclose the information, such as to our regulators or if **Smartdriverclub** are issued with a court order
- to **Smartdriverclub** as detailed below

For full information on how **Smartdriverclub** use **your** data please review the Privacy Policy at <https://www.smartdriverclubinsurance.co.uk/privacy/>

Smartdriverclub will remain the **telematics device** owner and data owner of the data generated by the **telematics device**. The information collected by the **Smartplug™** and the information provided by **you** at application will be used by **Smartdriverclub** to:

- provide the data services required by **Smartdriverclub** for this policy and the services related to this policy
- for general research and analysis, mapping purposes, researching, and refining techniques for analysis of Telematics data and the supply of traffic information. In all such circumstances the information will be used anonymously and will not identify any individual user of **your car**
- to provide **Smartdriverclub** services
- My Deals - **your** personal details, **your car** details and locations. As part of **your** membership to the **Smartdriverclub**, **you** will be provided with offers from a number of third parties that have supplied special offers and discounts to **Smartdriverclub**. These offers will be specifically tailored to **you** and **your car**. For example, if **Smartdriverclub** can detect that **your** tyres are worn or have developed a slow puncture, **Smartdriverclub** may be able to provide **you** with a discount from **your car** dealer or an alternative provider.
- Crash Assistance - **your** personal details, **your car** details and location and the details of **your** 'In Case of Emergency' (ICE) contacts. Crash assistance allows **Smartdriverclub** to detect possible accidents and where the accident is severe, to contact **you**, **your** ICE contacts and in some cases the emergency services when **Smartdriverclub** believe **you** could have sustained serious injury.
- Stolen car - **your** personal details, **your car** details and location. In order to track and potentially recover **your car**, at **your** request **Smartdriverclub** will share these details with our third-party tracking providers and the police force that provided **you** with a PCRN number.
- Stolen car - **your** personal details, **your car** details and location. In order to track and potentially recover **your car**, at **your** request **Smartdriverclub** will share these details with our third-party tracking providers and the police force that provided **you** with a PCRN number.
- Club Insurance - **your** personal details, **your car** details, **your** driving performance. **Smartdriverclub** Insurance will use the data for the provision of insurance services under this policy, including but not limited to management of claims, underwriting and policy servicing. Data will be used for any underwriting or claims development or investigations that may be required and for fraud prevention, detection and investigation purposes.

Your information may also be shared with the relevant insurance and claims databases, in accordance with the Privacy Policy.

Stolen Car

The **Smartplug™** has GPS/GSM tracking functionality. If **your car** is stolen, **you** must activate the tracking facility by calling the **Smartdriverclub** Claims Team. **You** will need to have reported the **theft** to the police and have a Police Incident number.

If the police recover **your car**, 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.

Assistance Calls

If the **Smartplug™** data detects an impact which is severe enough to indicate a crash, it will attempt to notify the **Smartdriverclub** assistance team, who may try to contact **you** via the telephone numbers **you** have provided and check **you** are safe and to offer **you** crash assistance in line with the cover **you** hold under **your** policy. If the **Smartdriverclub** assistance team are unable to talk to **you**, they may try to contact the 'ICE' numbers **you** provided via **your web portal or app**.

Please note this service is not guaranteed and it is important that **you** take all available measures to safeguard **yourself** and any other party involved in an accident, informing the emergency services where appropriate. Please also remember that **you** are required to inform the **Smartdriverclub** Claims Team of any accident, incident or **theft** claim.

Dealing with faults and limitations of service

The **Smartplug™** has obtained all the relevant technical approvals and indicators of complete safety and reliability, so will not harm or interfere with **your car**.

If, during the term of the insurance policy, the **Smartplug™** is suspected by **Smartdriverclub** to be defective, **Smartdriverclub** will contact **you** and make all reasonable endeavours to repair or replace the **Smartplug™**.

If, during the **period of insurance**, **you** suspect the **telematics device** to be defective for any reason, **you** must notify **Smartdriverclub** as soon as possible by calling our **telematics device** helpline 0333 772 0489 to enable **Smartdriverclub** to make all reasonable endeavours to repair or replace the **Smartplug™**.

Smartdriverclub will not repair or replace any item which is part of **your car** and which is used to enable the operation of the **Smartplug™** and/or in conjunction with it (e.g. **your car** battery). These items are **your** responsibility to maintain in good working order. The **telematics device** uses the battery power supply and so there may be a small drain even when **your car** is not being used.

The transmission and receipt of the data is dependent upon mobile telecommunications services and **you** acknowledge that this service may be interrupted, circumvented or compromised. If transmission of data is affected in the manner described in this

paragraph, this does not necessarily mean the **telematics device** is defective. **Smartdriverclub** will rectify the problem with such transmissions where it is possible for **Smartdriverclub** to do so.

Atmospheric conditions, power failures, or other causes, conditions or events beyond **Smartdriverclub's** reasonable control or the capabilities of the **telematics device** can affect the collection and transmission of data by the **Smartplug™**. **Smartdriverclub** will rectify any interruptions to the transmission of the data where it is possible for **Smartdriverclub** to do so.

Tampering

The **Smartplug™** is the property of **Smartdriverclub**. **You**, or any person acting on **your** behalf, must not tamper with, dismantle, or attempt to remove any part of the **Smartplug™** or tamper with the GPS/GSM signal that is emitted from the **Smartplug™**. The **telematics device** must remain switched on and in use at all times to allow **Smartdriverclub** to collect data and monitor driving performance.

The box has tamper-proof controls and attack safeguards. If the intelligent alert system is triggered it will notify **Smartdriverclub** of any unauthorised tampering. An investigation will be initiated and a physical inspection by an engineer may be required. If following an inspection, **you** or anyone else is proven to have tampered with the **Smartplug™**, **you** will be required to pay for any actual costs that **Smartdriverclub** have incurred including repairing or replacing the defective **Smartplug™**. **Your** insurance will be cancelled, and **you** will be liable for the cancellation charges as outlined in the '*Cancellation rights*' within this document. If evidence suggests that the tampering was performed deliberately in order to disrupt our ability to collect data, **Smartdriverclub** will treat the matter as fraud.

Cancellation rights

Your cancellation rights – within the 14-day cooling off period

You have a statutory right to cancel **your** policy within 14 days from the day of purchase or renewal of the contract or on the day on which **you** receive the policy or renewal documentation, whichever is the later.

If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

Alternatively, if **you** wish to cancel and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, less a proportionate deduction for the time **we** have provided cover.

To cancel, please contact **Smartdriverclub**.

If **you** do not exercise **your** right to cancel **your** policy, it will remain in force and **you** will be required to pay the premium.

Your cancellation rights – outside of the 14-day cooling off period

a) Your right to cancel

Following the expiry of **your** 14-day statutory cooling off period **you** continue to have the right to cancel this policy at any time during its term. If **you** do so, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover. If **you** cancel **your** policy, **we** will charge up to £25.00 (plus Insurance Premium Tax where applicable) to cover the administrative cost of providing the policy.

To cancel, please contact **Smartdriverclub**.

b) Our right to cancel

We (or **Smartdriverclub** Insurance, who **we** have appointed and act with our specific authority) may cancel this policy where there is a valid reason for doing so, by sending at least seven days' written notice to **your** last known postal and/or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non-payment of premium (including non-payment of instalments under an Aviva monthly credit facility). If premiums or instalment payments are not paid when due **we** will write to **you** requesting payment by a specific date. **We** will give **you** at least 14 days' notice in writing if **we** intend to cancel due to non-payment under an Aviva monthly credit facility. If **we** receive payment by the date set out in the letter, **we** will take no further action. If **we** do not receive payment by this date, **we** will cancel the policy from the cancellation date shown on the letter.
- Where **we** reasonably suspect fraud.
- Evidence of tampering with or blocking the signal from the **device** will result in the immediate cancellation of all cover and may result in **you** being liable for any loss that **Smartdriverclub** Insurance may incur as a result of such tampering or blocking. This may mean that that it will be increasingly difficult for **you** to obtain motor insurance in the future.
- Where the persons insured fail to co-operate with **us** or provide **us** with the information or documentation **we** reasonably require, and this affects our ability to process a claim or defend our interests. See the '*Claims procedure*' section within the General Conditions of **your** policy booklet.
- Where **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask. See the '*Contract of Insurance and Information and Changes we need to know about*' section of **your** policy booklet and the separate '*Important Information*' notices supplied.
- Continued evidence of very high risk or high risk driving.
- It is a requirement that a **Smartplug**[™] must be fitted within seven days of the policy purchase date, or following a change of **your car**, unless it has been agreed between **you** and **Smartdriverclub** Insurance to extend that time frame. Where this condition has not been met, the policy will be cancelled subject to a seven-day **Road Traffic Acts** cancellation notice.

If **we** cancel the policy under this section **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate discount for the time **we** have provided such cover, unless the reason for cancellation is fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

If **we** cancel the policy, **we** will also charge up to £25.00 (plus Insurance Premium Tax where applicable) to cover the administrative cost of providing the policy.

Important Note: The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a **policyholder** to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

Where our investigations provide evidence of fraud or a serious non-disclosure, we may cancel the policy immediately and backdate the cancellation date of the fraud nor when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

Telematics device charges

There is no cost to **you** for the **Smartplug™**. A charge may be payable in certain circumstances for installation and removal of a **telematics device**. Details of these charges are available on- line.

Where a **Smartplug™** has been self-installed and the policy is cancelled, **Smartdriverclub** may request **you** remove the **telematics device** and return to **Smartdriverclub**. If the **telematics device** was installed by one of the engineers appointed by **Smartdriverclub** and the policy is cancelled, **you** may request the **telematics device** is deactivated.

If **you** change **your car** a **Smartplug™** must be installed or enabled in the new car being insured within seven days. All reasonable endeavour should be made by **you** to re-use the self-installed **telematics device** in the new car.

If **you** sell **your car** **you** are obliged to notify the new owner if the **telematics device** has been installed.

Smartdriverclub Fees, Commission and Charges

Smartdriverclub may make the following charges to cover the administration of **your** insurance: Each fee is non-refundable and is payable at the time of the transaction to which it relates.

Standard Charges

New Business Fee: This fee is charged for the creation and administration of your policy.	£25 This fee is already included in the price quoted to you online or over the phone.
Policy Amendment Fee: (Apart from a change of your car or cancellation)	£30 Payable in addition to any premium adjustment generated by you or by Smartdriverclub .
Cancellation Fee Minimum Smartdriverclub would charge this cancellation fee where a policy is cancelled within 14 days of purchase or effective date, and no Smartplug™ has been dispatched or a dispatched device has been returned within seven days of cancellation notification.	£30 In addition to any premium for the time you have been on cover providing no claim has been made or are pending. Any optional extras will be returned in full providing no claims have been made or are pending. Our insurers may receive a part of this Fee.
Cancellation Fee Smartdriverclub would charge this cancellation fee where a policy is cancelled within 14 days of purchase or effective date and a Smartplug™ has been dispatched but not returned within seven days of cancellation notification.	£70 In addition to any premium for the time you have been on cover providing no claim has been made or are pending. Any optional extras will be returned in full providing no claims have been made or are pending. Our insurers may receive a part of this Fee.
Cancellation Fee Smartdriverclub would charge this cancellation fee where a policy is cancelled outside of 14 days from purchase or effective date and a Smartplug™ has been dispatched and returned within seven days of cancellation notification.	£60 In addition to any premium for the time you have been on cover providing no claim has been made or are pending. No refund will be given for any optional extras purchased. Our insurers may receive a part of this Fee.
Cancellation Fee Maximum Smartdriverclub would charge this cancellation fee where a policy is cancelled outside of 14 days from purchase or effective date and a Smartplug™ has been dispatched and not returned within seven days of cancellation notification.	£100 In addition to any premium for the time you have been on cover providing no claim has been made or are pending. No refund will be given for any optional extras purchased. Our insurers may receive a part of this Fee.
Change of Your Vehicle fee	£60 Payable in addition to any premium adjustment generated.
Duplicate documents	£10
Mid-term removal of any of the optional extras	There is no refund of the premium paid for the optional extras if removed after the 14 days of purchase or effective date.
Missed payment fee (direct debits)	£30 This fee is charged by Close Brothers Premium Finance Limited, our credit provider. If you opt to take Aviva credit, then no fee will be charged.