

# Provincewide Declaration (Markerstudy)

**Please sign and return this document within seven days**

**Policyholder:**

**Policy Number:**

Thank you for taking out a telematics-based insurance policy. These Terms and Conditions apply to your participation and by purchasing this insurance you agree to these.

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 2018, the UK GDPR 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.

**Period of Insurance** – The period between the effective date and expiry date shown on the Policy Schedule and any subsequent period for which we accept renewal of the insurance.

**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** – Oakland Insurance Services Ltd.

**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 inception of the policy having received 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 for the cost of 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 indirect 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 by us, your insurer and our suppliers in a similar manner to other information you have provided and may in future provide in connection with your insurance and by taking out this insurance you have agreed to this. <Broker> 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 (e.g. 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. It is also your responsibility and that of any driver of your car to ensure that they are insured to drive. 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 anonymised 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.

## **Right to Cancel for Poor Driving**

We will receive a monthly report on your driving based on the data collected by the self-installed device.

On the occurrence of one monthly report where your score is less than 45, we will contact you to advise you of the score and make you aware that, if a second score below 45 is recorded during the Period of Insurance, you will have to pay an additional premium equal to 7.5% of the annual premium.

On the occurrence of three monthly scores below 45 during any one Period of Insurance, we reserve the right to instruct your Insurer to cancel your Policy by giving you 7 days' notice in writing to your last known address.

If we cancel your Policy, you will be left without insurance cover and may find it more difficult in future to obtain insurance elsewhere. We would also remind you that it is a legal requirement to hold valid insurance cover for your vehicle.

## **Right to Cancel for Dangerous Driving**

We reserve the right to refer to your Insurer, who will cancel your Policy, by giving you 7 days' notice in writing to your last known address if the self-installed device records any one instance of excessive speed constituting dangerous driving during the Period of Insurance.

Excessive speed constituting dangerous driving is defined as any recorded speed which is:

35mph+ in a 20mph limit  
50mph+ in a 30mph limit  
60mph+ in a 40mph limit  
75mph+ in a 50mph limit  
85mph+ in a 60mph limit  
90mph+ in a 70mph limit

## **Mileage**

Your Private Car Insurance policy only provides cover for the number of miles purchased by you when you took your insurance out. The self-installed device in your car is used to record the number of miles driven by your car and you will be able to monitor the miles you have driven via an internet portal.

If you are likely to exceed the mileage declared by you during the current period of insurance we will contact you and offer one of the following options:

1. You may purchase top up miles for an additional premium. The premium quoted for the extra top up miles may reflect where, when and how you have been driving.
2. You may leave your car parked for the remainder of the current period of insurance or until such time as you do top up your mileage.

Your failure to agree to one of the options detailed above within 7 days of us contacting you will result in the cancellation of cover.

## **Claims**

You remain responsible for promptly reporting any incident which may result in an insurance claim. Ideally any incident should be reported to us within 24 hours.

## **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.

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.

## **Your responsibilities**

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

### **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.

### **Charge and Discount**

In addition to the insurance premium, we may make an initial charge to cover the costs of supplying the self-installed device to you, and a monitoring charge for processing the data it records for up to one year.

An initial charge of £150 is made 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 this instance a refund of 80% of the charge will be given.

### **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. These journeys will also be recorded against any mileage purchased by you.

### **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 Terms of Business).

If you have a problem relating to a service provided by your insurer, e.g. 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.

Oakland Insurance Services Ltd.  
16 Upper Main Street  
Larne  
County Antrim  
BT40 1SX

### **Customer Signature**

Signed..... Dated.....