

# TELEMATICS DEVICE TERMSAND CONDITIONS

This sets out the terms and conditions for your telematics device, called your JURNYmeter. Please read the section relevant to your device type.

To be read in conjunction with the JURNY Policy Booklet and Terms of Business Agreement.

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**INSTALLED JURNYMETER** 

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### **SELF-INSTALL JURNYMETER**

As set out by the telematics device provider, TrakM8 Limited registered in England and Wales number 04415597. Roman Park. Roman Way. Coleshill. West Midlands. B46 1HG.

#### **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 JURNY) that you have a fully operational Telematics Device (alternatively known as a Black Box) installed in the Insured Vehicle.

You will be sent a telematics plug in device via post. This device is about the size of a matchbox that plugs into your car's OBD port (this stands for On Board Diagnostics). Full instructions on how to install will be included with the device.

Installing the device is simple and should only take a few minutes, once it's plugged in for the first time, the device will automatically activate.

The Telematics Device must be plugged into 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 plugged in during this period, your insurer will commence a process to cancel the policy in accordance with your Policy's cancellation conditions.

### 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. We will rectify any interruptions to the transmission of the data where it is possible for us to do so. JURNY and / or TrakM8 Limited including any subsidiary or third-party subcontractor, cannot be held liable for any losses incurred as a result of a device or service failure.

### **FAULTY DEVICE:**

If we suspect that the device is faulty, we may contact you to replace the Telematics Device. If, during the period that your policy is in force, you suspect that the Telematics Device is defective for any reason you must notify JURNY as soon as possible, who will make arrangements to correct the fault. If the fault cannot be repaired remotely, we will replace the device.

Neither JURNY nor TrakM8 Limited 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:

JURNY reserve the right to replace the Telematics Device 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:

- a. when replacing a defective Telematics Device.
- b. replacing a Telematics Device more than 3 years old by giving 21 days' notice.

#### HEARTBEAT FROM THE TELEMATICS DEVICE

We must receive a heartbeat from your Telematics Device at all times during your policy. To achieve this, it is important your car's battery is in good working order and your Telematics Device remains plugged in.

We will contact you if we notice an issue with your Telematics Device heartbeat. Failure to act on these communications, a loss of heartbeat longer than seven days, or repeated loss of a heartbeat without good reason may result in cancellation.

The Telematics Device needs a mobile data signal to send us your journey data. If you live in an area with poor signal, or park in an underground car park, your journey data will catch up when you get to an area with signal. If you get back into an area of full GPS signal and your journeys are still not showing on your dashboard, you will need to contact the JURNY team.

### TAMPERING WITH THE TELEMATICS DEVICE:

The Telematics Device is and remains at all times the property of TrakM8 Limited. You, or any person acting on your behalf, must not tamper with, dismantle, or attempt to remove any part of the Telematics Device or tamper with the GPS/GSM signal that is emitted from the Telematics Device.

The Telematics Device has tamper controls and attack safeguards which will trigger the intelligent alert system in the event of any unauthorised tampering. Removing or tampering with the Telematics Device may invalidate your insurance and will result in the cancellation of your Insurance Policy. You may then struggle to find insurance after cancellation of a policy by an insurer.

Unplugging your device without prior agreement with JURNY will be treated as tampering and may result in cancellation.

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:

- a. Report the theft to the Police and obtain a Police Incident number.
- **b.** Contact JURNY 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. TrakM8 Limited will collect and share your Telematics Device data with your insurer, JURNY and Minerva. Science Limited.

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 the JURNY team should you require removal of the Telematics Device.

#### TRAKM8 LTD AND DATA PRIVACY

This privacy policy tells you what to expect when Trakm8 Limited collects and processes your personal data; <a href="https://www.trakm8.com/driver-privacy-policy">https://www.trakm8.com/driver-privacy-policy</a>

### CHANGES TO HOW WE COLLECT AND PROCESS DATA:

From time to time either JURNY or TrakM8 Limited may make changes to their data collection and processing procedures, any such changes will be disclosed to you before the occur. You will be required to read and accept these alterations.

### **INSTALLED JURNYMETER**

As set out by the telematics device provider, LexisNexis Risk Solutions UK Limited registered in England & Wales No 059421671000 Lakeside House. North Harbour. Northern Road. Portsmouth. PO6 3EZ.

#### 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 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 JURNY) 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  $\pm 50.00$  will become payable for failure to attend or cancellation of the appointment.

#### INTERUPTIONS 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. We will rectify any interruptions to the transmission of the data where it is possible for us to do so.

JURNY and/or LexisNexis Risk Solutions UK Limited including any subsidiary or third-party subcontractor, cannot be held liable for any losses incurred as a result of a device or service failure.

#### **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 JURNY 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 JURNY nor LexisNexis Risk Solutions UK Limited 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 JURNY should you require removal of the Telematics Device.

JURNY 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:

- a. when replacing a defective Telematics Device; and/or
- b. 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 LexisNexis Risk Solutions UK Limited. 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 theappointment.

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:

- a. Report the theft to the Police and obtain a Police Incident number.
- b. Contact JURNY 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. JURNY will collect and share your Telematics Device data with your insurer, JURNY and LexisNexis Risk Solutions UK Limited.

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 JURNY should you require removal of the Telematics Device.

### LEXISNEXIS RISK SOLUTIONS UK LIMITED 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 LexisNexis Risk Solutions UK Limited of 1000 Lakeside House. North Harbour. Northern Road. Portsmouth. PO63EZ.

# INFORMATION LEXISNEXIS RISK SOLUTIONS UK LIMITED MAY COLLECT FROM YOU

Lexis Nexis Risk Solutions UK Limited 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 LexisNexis Risk Solutions UK Limited 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 coordinates 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 LexisNexis Risk Solutions UK Limited may transfer your information safely and securely to their agents or subcontractors who may provide a service to LexisNexis Risk Solutions UK Limited in another country which may be outside the European Economic Area. LexisNexis Risk Solutions UK Limited will ensure that they agree to treat your information with the same level of protection as they do. For the purpose of continued use, LexisNexis Risk Solutions UK Limited will remain the data controller.

Although LexisNexis Risk Solutions UK Limited 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 LEXISNEXIS RISK SOLUTIONS UK LIMITED USES YOUR INFORMATION

Lexis Nexis Risk Solutions UK Limited will use the data from the Telematics Device to:

- **a.** build a profile of your driving behaviour [and the behaviour of anyone else who drives your vehicle].
- **b.** Provide you with data via your dashboard portal or smartphone app relating to your driving behaviours.
- c. Provide enriched data to your insurer so that they may calculate your premiums based upon actual vehicle usage and driving behaviour.
- **d.** Provide further clarification as to the circumstances of a claim if you make a claim under the policy provided by your insurer.
- e. Identify the location of your vehicle if you are using our theft tracking services.
- f. 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 the period of your insurance.
- g. To help them understand driving behaviours which they will use to develop similar products

LexisNexis Risk Solutions UK Limited will only disclose information collected by the Telematics Device to others in the following circumstances:

- a. Where you have provided your agreement.
- **b.** To their agents or subcontractors for operational reasons.
- **c.** If we are required by law to disclose the information, such as to a regulator or if they are issued with a court order.

LexisNexis Risk Solutions UK Limited may also use aggregate driving data for research and development purposes for example:

- **a.** 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.
- b. Assessing the environmental impact of road and vehicle usage, including analysis of idle

- time spent at junctions.
- c. Driving behaviour analysis and profiling including determining what constitutes safe and dangerous driving and the typical behaviours of average age ranges.
- **d.** Analysis of the causes of, and forces involved in, crashes and other road accidents/incidents.
- **e.** Establishing and analysing trends amongst the UK and other territorial area populations regarding each of the purposes set out above.
- f. Researching and refining techniques for analysing motor vehicle telematics data.
- g. To assign your device to another insurance policy at your request.
- h. To provide continued theft tracking.
- i. 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.

LexisNexis Risk Solutions UK Limited may provide third parties with such aggregate information.

#### DISCLOSURE OF YOUR INFORMATION

LexisNexis Risk Solutions UK Limited 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.

LexisNexis Risk Solutions UK Limited will disclose on request your personal information (Including data from the Telematics Device) to JURNY and to your insurer.

Lexis Nexis Risk Solutions UK Limited may also disclose your personal information to third parties if

- **a.** 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.
- **b.** 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.
- c. They are under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation or request
- d. In order to:Install, service, disable or carry out checks of the Telematics Device; Enforce or apply LexisNexis Risk Solutions UK Limited's Terms of Use and other agreements or to investigate potential breaches; Protect the rights, property or safety of JURNY and LexisNexis Risk Solutions UK Limited, 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. Please refer to the JURNY Privacy Notice.

# CHANGES TO HOW WE COLLECT AND PROCESS DATA

From time to time either JURNY or LexisNexis Risk Solutions UK Limited may make changes to their data collection and processing procedures, any such changes will be disclosed to you before the occur. You will be required to read and accept these alterations.



www.jurny.co.uk