

FluxScore Terms and Conditions

V13

You must read, understand and accept these Terms and Conditions before proceeding.

You must make anyone who may drive the **vehicle** aware that the movements of the **vehicle** will be tracked and that any Data Subject Access Request (to which they must agree) may contain details of journeys undertaken in the **vehicle** at the time they were driving.

These Terms and Conditions are between **you** and **us** and they: govern **your** access to the services provided; set out the legally binding terms for **your** use of the services (noted below) and are separate but additional to both **our** standard Terms of Business and the Terms and Conditions of **your** motor insurance policy.

By accepting these Terms and Conditions, **you** are consenting to the use of the **data** collected by the **Smartbox**, as outlined in these Terms and Conditions.

Failing to comply with these conditions could lead to the invalidation of **your** motor insurance policy, or **your** policy being cancelled.

Definitions

Wherever the following words or phrases appear in **bold**, they will have the meanings described below.

You / your – The policyholder or user of the **App** as authorised by the policyholder.

We / us / our – **Your** Insurance Broker, either Adrian Flux Insurance Service or Herts Insurance Consultants Limited.

Service Provider – iTelematiX Limited supply and monitor the **Smartbox** fitted in the **vehicle** and use the **data** to calculate **your** FluxScore and to monitor **your** compliance with the terms of this policy. iTelematiX Limited are located in the United Kingdom and registered with the Information Commissioner's Office (registration number ZA228939) as a **Data Controller** (as defined in the General Data Protection Regulation (GDPR)).

Vehicle – The **vehicle** described in the Policyholder's motor insurance policy.

Smartbox – The device that records **your** driving information.

Cradle – The **cradle** that the **Smartbox** sits in if purchased before 9/11/17. If **your** policy was purchased after this date **you** will not have a **cradle**.

App – The FluxScore mobile application that is published by and on behalf of **us**.

Data – The information recorded by The **Smartbox**.

Data Controller – Adrian Flux Insurance Services, Herts Insurance Consultants Limited and iTelematiX Limited are the joint **Data Controllers**.

Score – (Also referred to as "your FluxScore" on the **App**). Every journey taken in the **vehicle** will be given a points-score depending on the driving behaviour.

Services

In consideration of **you** agreeing to abide by these terms, **we** grant **you** a non-transferable, non-exclusive licence to use the services. The services are made available for **your** own personal use and must not be used for any commercial purpose whatsoever or for any illegal or unauthorised purpose.

In particular, but without limitation, **you** agree not to:

- 1) use the services in any unlawful manner or for any unlawful purpose, or in a manner which promotes or encourages illegal activity including (without limitation) infringements of any road traffic laws or privacy regulations or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful **data**, into the services (including the **App**), the related services or any operating system;
- 2) attempt to gain unauthorised access to the services or any networks, servers or computer systems connected to the services;
- 3) modify, adapt, translate or reverse engineer any part of the services or reformat or frame any portion of the pages comprising the services, save to the extent expressly permitted by these terms or by law;
- 4) copy the **App** except where such copying is incidental to normal use of the **App**, or where it is necessary for the purpose of back-up or operational security; or
- 5) rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the services (including the **App**).
- 6) use the **App** on a device running an operating system other than official standard releases of iOS 7.1.2 or Android V4.2 (Jelly Bean) or subsequent official standard releases.

The **App** provides **you** with the ability to review how **we** have assessed **your** previous day's driving behaviour, review the journeys **you** have made and provide **you** with a projected renewal premium.

This process involves collecting telemetry (GPS and accelerometer) **data** from the **Smartbox** and transmitting it via GPRS to our **Service Provider** who will process **your** personal information and securely transmit it to us over the internet.

The services offered by **us** includes the **App** (including any updates, new versions or new releases thereof) for mobile devices and the content (including the **score**) in connection with the **App**.

The Smartbox

- 1) **You** are required to purchase: the **Smartbox**, its accessories, a **data** subscription and to fit the **Smartbox** to the windscreen of the **vehicle**. Full fitment instructions are provided with the **Smartbox**. **You** will have been advised of the cost of the **Smartbox** when **you** purchased **your** policy.
- 2) Once the seal on the **Smartbox** packaging is open, the **Smartbox**, its accessories and the **data** subscription become **your** property and cannot be returned for a refund.
- 3) If **you** have changed **your** mind about the motor insurance policy, **you** must return the **Smartbox** to **us** (within 14 days of the inception of **your** motor insurance policy) with the seal intact. **We** will retain £40 in addition to fees associated with administering **your** motor insurance policy, (as per Our standard Terms of Business) to cover costs associated with delivering and accepting the return of the **Smartbox**.
- 4) If the **Smartbox** is returned due to the delivery not being accepted or rescheduled, a £40 charge will be payable to cover the cost of the attempted delivery. Rescheduling a delivery while the **Smartbox** is with the courier will not incur a charge.
- 5) **You** must fit and activate the **Smartbox** within 14 days of the inception of **your** motor insurance policy. **Your** motor insurance policy will be cancelled on the 14th day if **you** fail to do this and there will be no cover in force thereafter.

- 6) The **Smartbox** must remain fitted to the **vehicle**'s windscreen, kept adequately charged and in full working order for the duration of **your** motor insurance policy. In the event **you** fail to adhere to this condition, **we** reserve the right to cancel **your** motor insurance policy.
- 7) If, after receipt, the **Smartbox** or, if the **Smartbox** has a **cradle**, it's **cradle** is lost, destroyed, damaged or is in any way unfit for use, **you** are liable for the cost of the replacement. **You** must advise **us** as soon as any damage or loss occurs. (If, upon receipt, **we** determine the **Smartbox** has a manufacturing fault within the first 12 months, **we** will, at **our** expense, provide a replacement).
- 8) If **you** change the **vehicle**, or the windscreen has to be replaced, and the **Smartbox** has a **cradle** **you** will need to purchase a new **cradle**. The **Smartbox** already in **your** possession must be transferred onto the new **cradle**. The cost of this is £30.00.
If the **Smartbox** does not have a **cradle** a complete new **Smartbox** will be despatched to **you** and at the time of delivery an exchange of the **Smartboxes** must take place. The delivery driver will wait for 15 minutes and **we** require that the original **Smartbox** must be returned together with all accessories in the packaging **your** new **Smartbox** is delivered in, in order to prevent damage in transit. The exchange can take place on a Monday to Friday at a pre-agreed address but **we** are unable to specify a delivery/exchange time with the courier. The cost of this is £30.00.
- 9) Alerts, such as a low battery alert, may be sent as text messages to **your** mobile phone, to this **App** and also via email regarding the status of the **Smartbox**. For this reason, **you** must ensure that **we** always hold **your** current mobile telephone number and email address.
- 10) It is **your** responsibility to make sure **your** phone can receive these alerts and that **you** check **your** phone and **App** at least once per day.

For safety reasons, **you** must not read alerts while **you** are driving or otherwise using the **vehicle**.

Use of the communication system – Accidents and Incidents

- 1) **You** must ensure that all accidents and incidents, whether **your** fault or otherwise, are reported as soon as it is safe to do so. **You** should use the **Smartbox** communication system to do this by pressing the red button (unless it is not safe to be in the **vehicle**). Please refer to **your** policy booklet for **your** insurer's terms and conditions.

FluxScore Premiums and App

Every journey made in the **vehicle** will be given a **score**. The impact this **score** will have on **your** renewal premium will be made available to **you** via the **App**.

The telematics **data** collected is used to calculate **your Score** and this is used in providing **your** indicative renewal premium.

The indicative renewal premium shown on **your App** is not guaranteed. Indicated renewal premiums are based upon:

- 1) current market conditions (which are subject to change) and;
- 2) any accidents or claims being settled 100% non-fault before the motor insurance policy renewal date and;
- 3) **You** and / or anyone who is to drive, having not incurred any motoring conviction during the period of insurance.

Any motoring convictions **you** may receive can be incorporated into **your** indicative renewal premium if advised to **us**. Accidents or claims can be treated as fault incidents if **you** request for **us** to treat them as such. If **you** do not request **we** treat accidents as fault claims **we** will treat them as 100% non-fault, as detailed above.

The **Smartbox** will continue to monitor driving behaviours after **we** have informed **you** of the renewal premium. **Your** renewal premium is subject to acceptable driving behaviour until the date **your** renewal is due.

For safety reasons, **you** must not read alerts while **you** are driving or otherwise using the **vehicle**.

The data

- 1) **We** use reasonable endeavours to ensure the data is accurate and to correct any errors or omissions as soon as possible after being notified of them. However, **we** do not guarantee that the data will be fault free and **we** do not accept any liability for any errors or omissions. The onus is on **you** as the user to provide evidence if **you** believe the basis of the **data** is incorrect.
- 2) Due to the nature of technologies used to deliver the FluxScore Service including, without limitation: the Global Positioning System (GPS) satellite signals, wireless (GMS/GPRS) and landline communication networks, and the electronic transmission of **data** over the internet, any liability **we** may have for any losses or claims arising from an inability to access the FluxScore Service, or from any use of the FluxScore Service or reliance on the data transmitted using the **App**, is excluded to the fullest extent permissible by law.
- 3) **data** gathered by the **Smartbox** will include: the time of day and date of travel; the **vehicle's** location; the distance travelled; speed throughout the **vehicle's** journey; braking frequency and force; how smoothly the **vehicle** accelerates and time and location spent stationary.
- 4) **data** gathered by the **Smartbox** may be provided to and used by: **us**; **our** agents; **your** insurer and the **Service Provider** for the following purposes:
 - a. To enable contact from **us**, by telephone, text message or email, with regards to policy administration, policy reminders and **score** related feedback, hints and tips;
 - b. To review the information disclosed by **you** in relation to **your** motor insurance policy or any claim, and to identify inconsistencies to provide **you** with data via the **App** and the secure area of the web portal based upon the journeys undertaken;
 - c. Processing **your** personal **data** for the purpose of providing **you** with **your** motor insurance policy and **our** associated services;
 - d. To contribute towards the calculation and charging of insurance premiums by assessing driving behaviours and the **vehicle** usage together with **your** previous **scores** to help determine **your** future insurance premiums;
 - e. To help **us** and **your** insurer handle any claim, and reduce fraud, by assisting with the identification, assessment or investigation of claims made and to provide clarification as to the circumstances of the claim;
 - f. To monitor the **vehicle's** movements to determine the driver's behaviour and his / her compliance with the Applicable road traffic laws;
 - g. Operational requirements, including the activation, disconnection, updating and testing of the **Smartbox** and any associated software (e.g. during installation or to perform maintenance checks);
 - h. To carry out research and analysis to help; **us** and/or **your** insurer or telematics provider to understand driving behaviours which may be used to develop the underwriting of this product and to inform the development of similar products; or general research and analysis including mapping and refining techniques for analysing the data. (In such circumstances the data will be anonymised and will not identify **you** or any **vehicle**).
- 5) As joint **Data Controller** we process **your** personal information in accordance with the GDPR. Where **we** appoint **Service Providers** to process **your** personal information, **we** shall ensure strict use limitations and security requirements are imposed upon them. **We** may use the data gathered by the **Smartbox** together with other **data** that **we** hold about **you**. These Terms and Conditions should be read alongside Our Terms and Conditions and **your** policy booklet.
- 6) If fraud is suspected or **we** are requested to do so by a court order or by law, **we** will provide the data collected by the **Smartbox** to organisations other than **our** agents.
- 7) **We** will only use the **Smartbox** data for the purposes set out in these terms and conditions in connection with the provision of the services.

- 8) **We** reserve the right to use the data gathered by the **Smartbox** to enforce cancellation of **your** motor insurance policy if **we** determine that the **vehicle** has been driven otherwise than in accordance with applicable road traffic laws.
- 9) **Data** may be collected after **your** motor insurance policy has been cancelled. Please note: If **you** wish to ensure collection of data stops upon cancellation of **your** motor insurance policy, **you** can simply remove the **Smartbox** from the **vehicle**.

Scoring and Warning System

- 1) Alerts will be issued to **you** if the **Smartbox** records that the **vehicle** has been driven above the acceptable thresholds of the FluxScore system during the previous day.
- 2) Alerts are set at three levels. The type of alert is dependent on the exact type of driving behaviour at the time. The alerts will be sent to You using email and push notifications via the **App**. and are as follows:
 - Alert 1 – General warning notice issued to advise the **vehicle** has been recorded speeding above the thresholds of the FluxScore system.
 - Alert 2 –A '3 strike' warning notice may be issued when:
 - A more serious level of speeding (as defined within the FluxScore system) has been recorded, or
 - Unauthorised removal of the **Smartbox** from the **vehicle** has been detected, or
 - FluxScore system thresholds are recorded as breached every day for 5 consecutive days.

This level of alert will feature the text "**You** were speeding yesterday and have triggered one of **your** three strike warnings"

- Alert 3 – The most serious level of speeding as defined within the FluxScore system. A suspension of the FluxScore system can be triggered by:
 - Excessive speed or continual breaches of the speed limit
 - 3 (three) alert 2 warnings issued within 30 consecutive days.

The 3 strike system resets after 30 days.

If an Alert 3 is issued, the scoring system will no longer be visible via the **App** and **your** motor insurance policy could be cancelled. **You** should call **us** immediately as it may be possible to rectify the situation.

Any challenge to any alerts issued need to be made direct to **us** within 3 days of the alert being issued. The onus is upon **you**, the user, to provide evidence if **you** believe the basis of the data is incorrect.

Content

The copyright in all material contained on, in, or available through the services including all information, **data**, text and graphics, the selection and arrangement thereof, and all source code, software compilations and other material is owned by, or licensed to, **us** or **our** group companies, affiliates, licensors and **Service Providers**. All rights are reserved. **You** can view, print or download extracts of the material for **your** own personal use, but **you** cannot otherwise copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit, disseminate in any form whatsoever or use the material without express permission. This is without prejudice to **your** right to request **your** personal information pursuant to a subject access request under the GDPR.

The trademarks, service marks, names, images and logos contained on or in the services are owned by us or **our** group companies, affiliates, licensors and **Service Providers**. **You** cannot use, copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit or disseminate the trademarks without **our** prior written consent.

Use of the services is at **your** own risk. The services are provided on an 'as is' basis. **You** acknowledge that the services have not been developed to meet **your** individual requirements, and that it is therefore **your** responsibility to ensure that the facilities and functions of the services meet such requirements.

The service is supplied solely for **your** domestic and private use. **You** agree not to use the services for any commercial, business or resale purposes, and **we** have no liability to **you** for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We accept no responsibility whatsoever for the quality of **your** driving behaviour or any **score** provided to **you** or any other party. **You** will not rely on the data for any insurance claim, legal action or civil dispute in which **you** may engage, nor by **your** acts or omissions cause a third party to rely on the same for any purposes.

Nothing in these terms shall be construed as excluding or limiting **our** or **our** group companies' liability for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation or for any other liability which cannot be excluded or limited by law.

Service duration, alteration and amendment

Subject to these terms, the **App** will remain active for as long as **your** motor insurance policy remains in force. The **App** will deactivate upon cancellation of **your** motor insurance policy or where **we** have suspended or ceased providing any of the services where **we** have the right to do so (see paragraph below). Failure to use the **App** may result in **your** motor insurance policy being cancelled.

We reserve the right to suspend or cease providing any of the services at any time, if, for example, **we** no longer provide the services or if **you** are in breach of these terms. **We** shall always provide 7 days' notice of the cessation of these services. **We** shall have no liability or responsibility to **you** in any manner whatsoever if **we** suspend or cease providing any of the services in accordance with these terms.

Legal jurisdiction

To the extent permissible by applicable laws, these terms shall be governed by, and construed in accordance with English law. By using **our** services, **you** submit to the exclusive jurisdiction of the English Courts to resolve any disputes that may arise out of them. Any provision of these terms declared void or unenforceable by any competent authority or court shall, to the extent of such invalidity or unenforceability, be deemed severable and shall not affect the other provisions remaining which shall continue unaffected.

Data charges

Your mobile network operator may apply network and roaming charges for **data** transfer when using **our** services. Please consult with **your** mobile network provider for the charges and fees that they may apply to **you**.

We accept no liability or responsibility for technical errors or communication failures in networks and/or internet access. **We** do not accept liability for any incurred **data** or subscription charges whilst using the **App**.

Changes to these Terms

We reserve the right to amend these Terms and Conditions at any time. Amendments will be made available to **you** with an update to the **App**. Please check these updates for any changes **we** make. Please note that if **you** continue to use the services following the issue of any such updates, this will be an indication of acceptance of the revised terms, and such revised terms shall be binding on **you**. If **you** have any questions in respect of revisions to these terms, please contact **your** broker.

For **your** own benefit and protection **you** should read these terms carefully before agreeing to them. If **you** do not understand any point, please ask for further information.

Have **you** read, accepted and fully understood the terms and conditions? []