



As our valued customer, please read these Terms & Conditions carefully, as they set out our and your legal rights in relation to your purchase of a MotorEasy fitC plugin telematics device.

Your attention is specifically brought to the Sections below for “limitations of liability” and “indemnification”. By ordering and paying for a fitC telematics device you agree to be bound by this Agreement. 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 throughout our agreement.

WARRANTY | SERVICE | MOT | REPAIRS | GAP | TYRES

Motoreasy Limited is a limited company incorporated in England & Wales (registration number 08423198) having its registered office at Staverton Court, Staverton, Cheltenham, Gloucestershire GL51 0UX.

Definitions

Wherever the following words or expressions appear in these Terms & Conditions, they have the meaning given here unless we say differently.

Agreement - means this document and the Terms & Conditions within it.

Analytics Supplier - a specialist telematics company which collects and analyses **data** on **our** behalf.

Battery Status data - means the output from a battery health algorithm utilising **diagnostic data**.

Data - information **we** collect from **you** including personal details such as **your** name, date of birth, email address and **your** driving behaviour and the driving behaviour of anyone who drives **your car**. This will include the date, time, location, duration, speed, distance, start, finish, direction of travel, and system fault codes for each journey where the **telematics device** used in **your car** is switched on and includes **telematics**

data, diagnostic data, on-board diagnostic data, driver profile data and battery status data. **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** will not be retained by **us** for longer than three years.

Diagnostic data - means refined data produced by the **hardware** which is derived from the **on-board diagnostic data**.

Driver profile data - means the scoring output from a driver profiling algorithm.

Hardware - means a vehicle telematics unit unit which includes a SIM card necessary to provide network airtime.

Mobile app - means a mobile device application which enables access to the **data**.

On-board diagnostic data - means all raw, unprocessed data specified under the European On-Board Diagnostic Standards available at a vehicle's **OBD port**.

Onboard Diagnostics (OBD) port – A socket in **your car**, which is typically used by garages to identify faults with **your car**.

Self-installed device – the small box (also referred to as **MotorEasy plugin**) which **you** fitted into the **OBD** port of **your car** that collects and transmits **data** to **us**. The **self-installed device** shall, at all times, remain **our** property.

Software – means the software that operates the **telematics device**.

Supplier(s) – **Our Technology Supplier** or **Analytics Supplier**.
Technology Supplier(s) – companies that work with UK Insurance Limited to provide and/or install **telematics devices**.
Our technology suppliers collect and transmit **data** to **us** when **telematics devices** are switched on and may analyse that **data** on **our** behalf.

Telematics data – means any combination of raw unprocessed, GPS, CANBus and accelerometer data.

Telematics device – a **self-installed device**.

We, Us, Our – MotorEasy Limited.

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

Your car – The car in which the **telematics device** is used.

Use of the telematics device

It is very important that **you** read this section so that **you** understand how **we** and **our technology** and **analytics suppliers** will collect and use the **data** gathered by the **telematics device**.

If **you** no longer have **your car** which has a **telematics device**, **you** must ensure that **you** inform us immediately and before the new keeper takes possession, in order to stop future collection of **data**. If 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. Please go to section 'What we expect from **you**' to find out how to remove the device.

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

What Data is captured by the telematics device?

Once the **telematics device** has been activated, it will record and analyse **data** about the driving behaviour of **you** and anyone who drives **your car** and also fault codes registered against the car's various systems. **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 **telematics device** will capture and send **your** specific location, direction and current speed amongst other factors to the **supplier's** server and **we** will use the information to understand road type, road speed and other conditions relating to your journey. In addition to the above, the **self-installed device** will also collect **telematics data, diagnostic data, on-board diagnostic data, driver profile data** and **battery status data**.

How will we use the data collected from the telematics device?

We will use the **data** from the **telematics device**, for the purpose of assessing the way the car is driven and the condition of the car's systems.

Your data may be used for the following purposes:

- To help **us** to understand safe driving behaviours and to inform **our** development of similar products, services and systems;
- To help to determine or corroborate the circumstances of a repair request;
- To help prevent and detect fraud;
- To inform **you** of any issues developing with your car as detected by the **telematics device**;

When **you** give **us your** information, it may be shared with **suppliers**.

We will only do this:

- Where **you** have provided **your** agreement;
- If **we** are permitted or required by law to disclose the information, such as to **our** regulators or if **we** are issued with a court order.

We may transfer rights and obligations under this agreement.

We may share anonymous **data** received from **telematics devices** with and other third parties. If **we** choose to do this, **we** will not release any information which identifies **you**.

How will our suppliers use telematics data?

The information collected by the **telematics device** will also be used by **our analytics suppliers** for research and analytical purposes both during the active period of the **telematics device**, and after **your** use of the **telematics device** has ceased. Any information that **our analytics 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**.

Our technology suppliers will use **your** personal **data** for the purpose of sending out the **telematics device** or installing the **telematics device** only.

Unless **you** stop using the **telematics device**, **our analytics supplier** will continue to use any ongoing **data** collected for the purposes below and **you** will be able to access **your** driving **data** for as long the **telematics device** is active.

Repair requests

In the event that the **telematics device** registers a system fault, or a service requirement, **you** may be contacted by **our** repairs department to collect further details.

*Nothing contained in this document negates the requirement for **you** to follow the terms and conditions and repair claim requirements of your MotorEasy warranty cover.*

What we expect from you

You must not tamper or interfere with the **telematics device** or **we** may cancel **your** cover.

If **you** do not install and use the **telematics device** supplied to **you** then **we** reserve the right to remove any discount that **we** have applied.

Data protection and access to your information

Where **we** process your personal data as your data processor (as defined by the Data Protection Act) **we** agree to act on your lawful and reasonable instructions in relation to your personal data and provide an adequate level of security. **You** acknowledge and agree that **we** shall be entitled to use and process personal data for the purpose of providing the service.

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, MotorEasy, 3 The Minster, 58 Portman Road, Reading, RG30 1EA, quoting **your** warranty reference. A fee of £10 is payable.

Limitations and exclusions of liability

Nothing in the **agreement** will:

- Limit or exclude **our** liability for death or personal injury resulting from negligence;
- Limit or exclude **our** liability for fraud or fraudulent misrepresentation by that Party;
- Limit or exclude any liability of **ours** in any way that is not permitted under applicable law.

Subject to the above **we** will:

- Not be liable to **you** in respect of any loss of profits, income, revenue, use production or anticipated savings, loss of business, contracts or commercial opportunities, loss of or damage to goodwill or reputation, any loss or corruption of any data, database or software or in respect of any special, indirect or consequential loss or damage whatsoever;
- Will not be liable to **you** for any losses arising out of a Force Majeure Event;
- To the maximum extent allowable under the prevailing law, **we** will not accept any liability for any damage arising to a vehicle where **you** have allowed the **telematics device** to be fitted into a vehicle not advised to and agreed by **us**;
- **Our** maximum aggregate liability to **you** under this **agreement** or otherwise will not exceed the total amount paid by **you** to **us** under the applicable Contract;

Indemnification

- Both parties agree to indemnify the other and keep it fully indemnified from and against any and all costs, damages, losses, liabilities and expenses (including without limitation any legal fees and expenses) which may be suffered or incurred by a party arising out of or in connection with any breach by the other party of any of its obligations under this **agreement** or any Contract;
- The **telematics device** under normal operating conditions will incur a maximum network data usage of 5Mb per month. These data charges are included within the licence fee for the **software**. Save for any costs incurred due to the actions, delay or negligence of Motoreasy Limited; **you** agree to indemnify **us** against all excessive network charges that arise through the misuse, loss or theft of the **telematic device's** SIM (Subscriber Identity Module) card;
- **You** agree to notify **us** immediately as soon as you are aware of any misuse, loss or theft of the **telematic device** and/or its SIM card;
- **You** agree to indemnify **us** from any third party claim made against **us** resulting from you fitting the **telematic device** to any other vehicle without our prior permission.

Force Majeure

- The obligations of each party under this **agreement** shall be suspended during the period and to the extent that the affected party is prevented or hindered from complying with them by any cause beyond that Party's reasonable control including (without prejudice to the generality of the foregoing expression); strikes, lock outs, labour disputes, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, difficulty or increased labour or materials costs in connection with the performance of obligations under this **agreement**;
- In the event of either party being so hindered or prevented; the affected party shall give notice of suspension and its cause and the omission to give such notice shall forfeit the rights of that Party to claim suspension under this Section. Any Party whose obligations have been suspended as aforesaid shall resume the performance of those obligations as soon as reasonably possible after the removal of the cause and shall so notify the other Party. In the event that the cause continues for more than three months, either Party may terminate this Agreement by giving the other Party 30 days' notice.

General Conditions

- No breach of any provision of a Contract or this Agreement will be waived except with the express written consent of the Party not in breach;
- In the event of any dispute arising in relation to any of the terms of this Licence Agreement, both Parties agree to attempt to negotiate in good faith a mutually satisfactory resolution prior to resorting to legal proceedings;
- If any provision of a Contract or this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Contract or this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the Parties, in which case the entirety of the relevant provision will be deemed to be deleted);
- Contracts or this **agreement** may not be varied except by a written document signed by or on behalf of each of the parties;
- We may freely assign its rights and obligations under a contract or this **agreement** without the customer's consent;
- Failure or delay by either party in enforcing or partially enforcing any provision of this **agreement** will not be construed as a waiver of any of its rights under this **agreement**;
- Any waiver by one party of any breach of, or any default under, any provision of the Agreement by the other Party will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the **agreement**;
- All contracts will be governed by this **agreement** which will be construed in accordance with the laws of England and Wales; and the courts of England and Wales will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with a Contract or this **agreement**.

Renewal

You are able to carry on with the **telematics device** unless **you** decide to cancel, do not renew **your MotorEasy warranty** or choose to have the **telematics device** removed.

Fraud Prevention & Detection

You must show this notice to anyone whose **data** has been supplied to **us** in connection with use of the **telematics device**.

To prevent and detect fraud **we** may at any time:

- Share the **data** and other information about **you** with other organisations and public bodies including the police although **we** only do so in compliance with the Data Protection Act 1998.
- Check and/or file details with fraud prevention agencies and databases and if **we** are given false or inaccurate information and **we** identify fraud, **we** will record this with these agencies and on these databases. **We** and other organisations may also use and search these agencies and databases from the UK and other countries to:
- Inform decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;

- Trace debtors or beneficiaries, recover debt, prevent fraud, and to manage **your** accounts;
- Check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity.

Law enforcement agencies may access and use this information. **We** may have to provide information and **data** concerning **our** customers if the police request this under section 29 of the Data Protection Act 1998. **We** will only do this where the police or other Agencies have obtained a court order.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking applications for, and managing credit and other facilities and recovering debt;
- Checking details of job applicants and employees.

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

We can provide the names and addresses of the agencies **we** use. Please contact **us** at, MotorEasy, 3 The Minster, 58 Portman Road, Reading, RG30 1EA quoting **your** warranty reference.

How to make a complaint

Should there ever be an occasion when **you** feel that **we** have failed to honour **our** promise, **we** will do everything possible to ensure that **your** complaint is dealt with quickly and fairly. If **you** have a complaint, please submit it via your MotorEasy account.

Cancellation

- If **you** wish to cancel **your** participation **you** will need to inform **us** and return the **telematics device** and **we** will then remove **your** discount where applicable and any refund **we** make to **you** for the **telematics device** will be after deduction of a £75 cancellation fee (in addition to any warranty cancellation fee);
- If **you** are using a **self-installed device**, please return the device in the return envelope provided;
- **We** will stop collecting **data** from the telematics device within 5 working days of **you** notifying us. If **you** do not inform **us**, the **telematics device** will continue to collect **data** and send it to **us**;
- If **you** sell **your car** **you** can arrange to transfer the **telematics device** to the new owner – please contact MotorEasy to arrange this.
- If a continuous plug in plan has been purchased there is a minimum initial renewable period of 24 months. A cancellation fee of £75 will apply for the plug in device during this.