

## Telematics Car Insurance Terms and Conditions

### Overview

This document is applicable to all products provided by My Policy Limited and should be read in conjunction with our General Terms of Business Agreement; you can access a copy at [www.mypolicy.co.uk](http://www.mypolicy.co.uk). You should read the Terms of Business with other insurance documentation, including the information issued to you by My Policy Limited and any information provided to you by your Insurance Company.

The objective of the information in this document is to explain the terms and conditions which apply to the telematics products we provide.

At My Policy, we focus on providing customers telematics-based motor insurance products. Our primary aim is to act honestly, fairly and professionally and in the customer or potential customer's best interest. We do not give advice, instead we give customers information they might need to understand its relevance at an appropriate time, so a customer can make an informed decision.

### Definitions

**My Policy, We or Us** means My Policy Limited.

**Customer, You, Insured, Policyholder** means the customer.

### Data Protection Legislation

Detailed information about our approach to processing data can be found in our Privacy Notice. You can access a copy at [www.mypolicy.co.uk](http://www.mypolicy.co.uk).

### Main Benefits

Your telematics policy through My Policy provides several key benefits including:

- Feedback on your driving via an online dashboard and suggestions on how to improve your driving.
- Tracking services to help locate your vehicle if it is stolen (see "Theft-Tracking" section).
- Improved claims handling as telematics data can provide independent, objective evidence in the event of an accident.
- If no claims have been reported during the current period of insurance, this may be reflected in your renewal premium.

### Installation of the Telematics Device

When you buy a motor insurance policy from us, you will either have a telematics device that is professionally fitted by our third-party installation network, or you will be sent a self-install (plug-in) telematics device that you fit yourself. The information you provide will dictate which type of telematics device is most suitable for you, for example: cars made before 2002 may not be compatible with our self-install device.

You will know which type of device you will be required to have when you purchase your policy online.

The telematics device must be fitted to your vehicle within seven days of the start of your policy and within 7 days of any subsequent change of vehicle. The device must remain operational for the entire time your policy is in force, including any subsequent renewal.

If the telematics device is not installed within 7 days, we will contact you to explain that your policy will be cancelled in 7 days because either, you have failed to fit or failed to arrange for an engineer to fit the telematics device within 7 days. We will confirm this to you by providing you with a 7-day notice of cancellation via email.

Neither us nor the insurer can be held responsible for any defects relating the telematics device e.g., defects in its design, materials, or workmanship. Any warranty provided by the manufacturer of the telematics device does not apply to any item which is part of the insured vehicle, and which is used in conjunction with the telematics device (e.g. the battery for the insured vehicle). The maintenance of such items is the responsibility of the policyholder.

### ➤ Professionally Installed Device

We may tell you that your telematics device will need to be installed by our third-party installation network. The device will be fitted by our approved engineers who are fully competent to carry out the work to the required standard. You will need to make an appointment to have your device installed. You will then be contacted to have your appointment confirmed.

At the time of installing the 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 person who installs the device will also take a photo of your car; we will use this to check it matches the description you gave us.

If the telematics device is not installed because **you** fail to attend the appointment, or the vehicle is not as you described when you took out your policy, you will be charged a £50.00 fee for the failed appointment.

You can be charged a £50 failed appointment fee for the following reasons (*this is not an exhaustive list*):

- Failure to attend the appointment.
- If you cancel an appointment with less than 24 hours' notice.
- Upon the engineer attending the appointment they discover:
  - The vehicle is not as you described when you took out your policy, for example the vehicle has been modified and these modifications have not been disclosed to us or your insurer.
  - The vehicle is not fully functional, for example there is a warning light on the dashboard.
  - It is not safe for the engineer to carry out the installation, for example, due to the condition of the vehicle or the vehicle is not parked in an accessible and safe location, or there is inadequate space for the passenger door to open.

The failed appointment fee will either need to be paid in full or added to your existing direct debit within seven days of us notifying you of the charge. If you do not arrange payment within this timeframe, your policy will enter cancellation and we will confirm this to you by issuing a 7-day notice of cancellation via email.

At the end of your policy, the device will be switched off remotely, and we will cease to process driving data within three working days.

### ➤ Self-install Device

We may tell you that you will need to install your own telematics device. The device will need to be plugged into your car's OBD (onboard diagnostics) port; instructions on how to install it will be included with the device.

You will be sent the telematics device by post, and you must plug it in as soon as you receive it. If you do not receive the device, you must inform us and we will arrange for a replacement device to be sent.

Once the device is installed it will automatically activate. The 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 get in touch with us.

If at any point during the lifecycle of your policy, we are not receiving a heartbeat from the telematics device we will contact you. If your telematics device goes longer than seven days without a heartbeat your policy may enter cancellation and we will inform you of this by sending a 7-day notice of cancellation via email.

At the end of your policy, we will contact you with instructions on how to send the device back to us, including a pre-paid returns label.

### **Important - Fees and Charges**

As referenced in our General Terms of Business Agreement, telematics policies are subject to specific fees and charges which are set out in the table below.

<b>Type</b>	<b>Amount (Professionally Installed Device)</b>	<b>Amount (Self-Install Device)</b>
<b>ARRANGEMENT FEE</b> <i>(To set up the insurance policy, including the fitting/installation of the telematics device; the collection, processing and transmitting of the telematic data)</i>	<b>£350.00</b> <i>(This is non-refundable if you cancel your policy post 30 days)</i>	<b>£350.00</b> <i>(This is non-refundable if you cancel your policy post 30 days)</i>
<b>RENEWAL FEE</b> <i>(Covers the cost incurred by us in connection with arranging the renewal of your policy, including the provision of collecting and processing data from the telematics device)</i>	<b>£75.00</b> <i>(This is not refundable after the 14-day cooling-off period)</i>	<b>£75.00</b> <i>(This is not refundable after the 14-day cooling-off period)</i>
<b>ADMINISTRATION FEE</b> <i>(For changes you make during the year, other than change of vehicle)</i>	<b>£25.00</b>	<b>£25.00</b>
<b>CHANGE OF VEHICLE (REINSTALL CHARGE)</b> <i>(Covers the cost of reinstalling a telematics device in the event of a change of vehicle)</i>	<b>£150.00</b> <i>(This is not refundable once the reinstallation process for the telematics device has started)</i>	<b>£80.00</b> <i>(if a replacement device is needed)</i> <b>£25.00</b> <i>(if no new device needed)</i>
<b>INVESTIGATING, DAMAGED OR TAMPERING CHARGE<sup>1</sup></b> <i>(Covers the cost of damaged or any tampered equipment)</i> <sup>1</sup> <i>Suspicious tampering with or blocking the signal from the telematics device will trigger a process of investigation which may result in the cancellation of your policy.</i>	<b>£ 150.00</b>	<b>£0.00</b>

<b>APPOINTMENT CANCELLATION CHARGE</b> (Covers the cost of a failed pre-arranged appointment, see page 2 for full details)	<b>£50.00</b>	<b>£0.00</b>
<b>REMOVAL CHARGE</b> (Covers the cost of removing a professionally installed telematics device. This only applies if you choose to have the device removed when the policy is cancelled, or you decide not to renew.)	<b>£50.00</b>	<b>£0.00</b>

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### Significant or Unusual Conditions

Unusual conditions are generally deemed to be those which are not usually associated with a normal car insurance policy but are specific to the operation of a telematics policy. Full details of these conditions are explained throughout this document.

## ➤ Driving Scores and Implications

What data does the telematic device measure?

- Acceleration
- Braking
- Speed
- Cornering
- Time of use
- Mileage
- Types of roads used e.g. motorways, country lanes
- Location of vehicle

The telematics device measures all these factors, but it is not limited to just those. For example, combining some of the above together means the box can also help us measure individual driving styles and pinpoint the individuals who are most likely to practice them so we can alert them to reduce the risk that they pose to themselves and other road users.

There are no restrictions on where or when a vehicle can be driven. However, your telematics device data will provide information of all journeys including those times when driving represents a higher risk, such as at weekends and late at night and this usage shall form part of your overall driving score. We therefore advise more caution at these times.

**The telematics device will generally collect all the above information including real-time data as you drive. What must be considered is that the telematics device cannot distinguish between drivers, therefore all scoring will go against the Policyholder and not the alleged driver at the time.**

It is your duty to make all persons who have an interest in or will drive the insured vehicle aware of the telematics device and the implications of their driving behaviour.

You will also be able to access information about your journeys through the online dashboard, such as information relating to mileage, usage, and driver scores. You can use the information to manage your driving as ultimately, driving behaviour influences the premium you pay.

Journeys are scored between +10 and -10 and categorised into three levels. The tables below detail the score implication process:

Score	Action
<b>+1 to +10 means a GOOD score is recorded</b> (+10 is the best possible score)	<b>No action is taken because driving behaviour recorded is within an acceptable range.</b>
<b>0 TO -5 means a BELOW AVERAGE score is recorded</b> (A score within this range will trigger an action)	<b>Email and/or SMS notification recommending you view your online dashboard to help you improve your driving score.</b>
<b>-6 TO -10 means HIGH RISK score is recorded</b> (A score within this range will trigger an action.)	<b>Email and/or SMS notification recommending you view your online dashboard to help you improve your driving score. Repeated instances of HIGH RISK driving may result in cancellation (see table below).</b>

Conditions	Action

<b>2 HIGH RISK scores</b> <i>(Within a rolling 30-day period)</i>	<b>MEANS WE ARE MONITORING PERFORMANCE</b>
<b>3 HIGH RISK scores</b> <i>(Within a rolling 30-day period)</i>	<b>MEANS YOU WILL INCUR A £100 PENALTY</b> <i>(Failure to arrange payment within 7 days will result in a 7-day notice of cancellation being issued).</i>
<b>A FURTHER HIGH RISK score</b> <i>(Within 30 days of a penalty)</i>	<b>YOUR POLICY WILL BE CANCELLED</b> <i>(We will notify you of this by issuing a 7-day notice of cancellation via email).</i>

➤ **Important - Excessive Speed Conditions**

When your car is driven in a dangerous or unacceptable manner and statutory speed limits are exceeded the following conditions apply:

<b>Conditions</b>	<b>Action</b>
<b>30+ mph is recorded in a 20-mph zone</b> <b>45+ mph is recorded in a 30-mph zone</b> <b>60+ mph is recorded in a 40-mph zone</b> <b>75+ mph is recorded in a 50-mph zone</b> <b>90+ mph is recorded in a 60-mph zone</b> <i>(Above are all examples of where the road speed limit has been exceeded by 50% or more)</i>	<b>YOUR POLICY WILL BE CANCELLED</b> <i>(We will notify you of this by issuing a 7-day notice of cancellation via email).</i>
<b>Speed in excess of 100mph is recorded</b> <i>(this will result in your insurance policy being cancelled)</i>	<b>YOUR POLICY WILL BE CANCELLED</b> <i>(We will notify you of this by issuing a 7-day notice of cancellation via email).</i>

The telematics device will trigger a notification to us, and we will contact you. **If the excessive speed limits detailed above are recorded, your policy will be cancelled regardless of the allowable number of high-risk journeys, because the vehicle was driven in a dangerous manner at speeds shown above.**

➤ **Mid-term Changes to your Premium**

It is important to understand that any material changes notified to your insurer may impact the premium you are required to pay. Your premium may go up, down, or your Insurer may not offer cover for the change. If the Insurer cannot cover the change, this would result in cancellation as the policy is no longer suitable for your needs.

Material changes include anything that is relevant to your Insurer providing cover for the risk you want insured e.g., telling us about a pending motoring conviction, a change of vehicle or occupation, and/or you start using the vehicle for something other than what you told us previously.

➤ **Mileage (this affects the premium you pay)**

Your premium is significantly influenced by the number of miles you consume during the lifecycle of your policy as your initial premium is typically calculated based on the annual mileage you declare at the outset. The telematics device will monitor your mileage and you can view the amount you have consumed as well as your predicted annual mileage via your online dashboard.

Based on your mileage usage, the telematics device will generate details of whether you are predicted to exceed the declared annual mileage. If within the first 30 days of inception or renewal, you are predicted to exceed your annual mileage by 100% or more, we will notify you of this and you will need to purchase a minimum of 50% of the predicted excess amount.

E.G., you declare an annual mileage of 6,000 and are predicted to need an extra 6,000. This will mean that your total annual mileage is likely to be 12,000 or more. You will be required to purchase a minimum of 3,000 additional miles to enable your policy to continue.

We may deem that the policy may be unsuitable for your needs, and this could result in cancellation. If you do not contact us, you will be issued with a 7-day notice of intended cancellation by email.

**If your predicted mileage is likely to exceed the monthly average amount of miles (this is based on the amount you declared as your annual mileage) you must top up your mileage allowance to enable your policy to continue.**

<b>Examples</b> <i>(The exact amount your premium might increase depends strictly on individual circumstances)</i>	<b>Action</b>
<b>25% of the amount declared is consumed within the first 2 months of taking out a policy</b> <i>(Based on predictions this will typically result in a 50% -75% increase in your annual premium)</i>	<b>Your telematics device will trigger a notification to us, and we will notify you that your mileage consumption is under review.</b>
<b>90% of the amount declared is consumed within the first 3 months of taking out a policy</b> <i>(Based on predictions this will typically result in a 60% -75% increase in your annual premium)</i>	<b>Your telematics device will trigger a notification to us, and we will notify you that you must top-up your miles.</b>
<b>100% of the amount declared is consumed</b> <i>(Based on predictions this will typically result in a 75% - 100% increase in your annual premium)</i>	<b>Your telematics device will trigger a notification to us, and we will notify you that you must top-up your miles<sup>1</sup></b>

**<sup>1</sup>Should you exceed your annual mileage allowance and not purchase additional mileage (top-up miles) within 7 days your policy will be cancelled.**

### **Theft Tracking**

The telematics device has GPS/GSM tracking functionality. If your vehicle is stolen, you must activate the tracking facility as follows:

- i. report the theft to the Police and obtain a Police Incident number
- ii. Contact My Policy and your insurers to report the claim.

If available, any vehicle location data will be sent to the Police and/or your Insurer directly.

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.

### **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<sup>2</sup>. We will rectify any interruptions to the transmission of the data where it is possible for us to do so. If you do not communicate with us when we contact you to rectify any interruptions, this could result in cancellation of your policy.

<sup>2</sup>My Policy Limited and/or our telematics data provider, 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 Telematics Device**

If we suspect that the device is faulty, we will contact you to repair or replace the telematics device free of charge. If you suspect that the telematics device is defective for any reason you must notify us as soon as possible and we will make arrangements to correct the fault.

Neither My Policy Ltd nor our telematics data provider 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.

### **➤ Professionally Installed Device**

If the fault cannot be repaired remotely, we or our approved engineers, will agree a time and location to repair (or replace) the device. If you do not attend the appointment, or you cancel the appointment with less than 24 hours' notice, you will be charged a £50 failed appointment fee (see page 2 for details).

### **➤ Self-install Device**

For Self-Install devices, if the fault cannot be repaired remotely, we will replace the device.

## **Removal or Replacement of the Telematics Device**

My Policy Limited 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 device is updated if there are technological changes or improvements. We will only exercise this right:

- i. When replacing a defective telematics device or;
- ii. When replacing a telematics device more than 3 years old by giving 21 days' notice

## **Tampering with the Telematics Device**

The Telematics Device is and always remains the property of our telematics data provider. 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 with the telematics device and an investigation will be initiated. The investigation process we will follow differs depending on the type of device you have (see details below).

If following an investigation, you or anyone acting on your behalf, is found to have tampered with the telematics device your policy will 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. We will contact you to confirm that your policy will be cancelled, and you may then struggle to find insurance after cancellation of a policy by an insurer.

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.

### **➤ Professionally Installed Device**

Only our approved engineers may install, remove, modify, or repair a Professionally Installed telematics device.



A physical inspection of the device by an approved engineer will be required if the intelligent alert system is triggered. If you do not attend the inspection appointment, or you cancel the appointment with less than 24 hours' notice, you will be charged a £50 failed appointment fee (see page 2 for details) and your policy may be cancelled.

### ➤ **Self-install Device**

After the initial install, if you remove or drive your insured vehicle without the device plugged in, this will be considered as tampering. Repeated loss of signal without reasonable explanation will also be considered as tampering.

### **Cancellation**

You are entitled to cancel your policy for any reason both within the statutory 14-day cooling-off period and outside of it. Should you wish to cancel your policy, you can do so by contacting us on 0330 100 2337 or sending us a cancellation declaration which can be found at [www.mypolicy.co.uk](http://www.mypolicy.co.uk) (please note we cannot backdate a cancellation).

During the 14-day cooling off period cancellations will be subject to a charge for the period of cover you have used. For cancellations outside of this period, please refer to the cancellation terms which can be located within your 'Policy Booklet' Section N. Additionally, the fees described in our Fees and Charges Table on page 4 will also apply and we reserve the right to deduct any amount due from any premium refund that may be due to you.

We also reserve the right to cancel this agreement at any time and if we do so, we will notify you in writing by sending a 7-day notice of intended cancellation to the email address you have provided.

### ➤ **Paying by Instalments**

Assuming you are paying by instalments, your instalment payments will cease and if you incur any eligible claims, you will either have to continue with the instalment payments until the premium is paid in full or we may, at our discretion, deduct the outstanding instalments due from any claim payment made.

If the premium refund from your insurer does not fully cover the amount of unpaid instalments, you will be responsible for payment of any shortfall.

### ➤ **Cancellation by us**

We reserve the right to cancel your policy when there is a valid reason to do so. Valid reasons include, but are not limited to:

- You misrepresent or fail to disclose information that is relevant to your insurance.
- You have not verified your policy, and/or provided documentation requested by us or your insurer (such as a copy of your driving licence or evidence of no claim bonus).
- You or anyone else covered by this insurance has not met the terms and conditions of the insurance.
- You have not had your telematics device fitted or you have not plugged in your self-install device (see "Installation of the Telematics Device" section).
- You have not paid when due, a premium or an instalment plan.
- A change in your circumstances means we can no longer provide cover.
- You do not keep the vehicle at the insured address/address' overnight for the majority of the time.
- If the vehicle has been seized or impounded by the Police before the start of your policy.
- Speeding events (refer to "IMPORTANT - Excessive Speed Conditions" section).
- The policy is unsuitable for you (refer to Mileage (this affects the premium you pay) section).
- You don't purchase the additional miles when all purchased miles have been used up (refer to Mileage (this affects the premium you pay) section).

- You fail to communicate with us when we communicate with you regarding high-risk driving (refer to “IMPORTANT - Excessive Speed Conditions” and “Driving Scores and Implications” sections).
- You harass any member of our staff or show abusive or threatening behaviour towards them.

**Assessment at Renewal**

We will review your telematics data at each renewal cycle. This analysis will influence the renewal terms offered and conditions imposed, and we will not be able to offer any new business rates because of this analysis.

To illustrate this point, if you purchased several mileage top-ups during the lifecycle of your policy it will affect your renewal premium. In the same way, if you have made or notified us of a claim or other changes in your circumstances these will be considered when we calculate renewal of your policy and as we and your insurers gather more data, we will adjust our rating models on an ongoing basis. As is common with most insurers this will affect our assessment of future risks and premium payable.

**No Claims Bonus Protection**

Depending on your eligibility, you may be able to protect your no claims bonus. Please see your policy booklet for details of the relevant criteria and step back procedures. No claims bonus protection allows you to make one or more claims before your number of no claims bonus years falls. No claims bonus protection does not protect the overall price of your insurance policy. The price of your insurance policy may increase following an accident or claim even if you were not at fault.

The tables below show the average percentage discount for each number of no claims bonus years for Haven Insurance policies.

<b>Number of Years No Claims Discount (NCD)</b>	<b>Average NCD Discount % in 2023</b>
<b>One Years NCD</b>	<b>17%</b>
<b>Two Years NCD</b>	<b>24%</b>
<b>Three Years NCD</b>	<b>27%</b>
<b>Four Years NCD</b>	<b>31%</b>
<b>Five or more Years NCD</b>	<b>32%</b>