

# Lowmatics Terms and Conditions

**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.

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

**Service Provider** – iTelematix Limited supply and monitor the **Smartbox** fitted in the **vehicle** and use the **data** 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.

**Fitment Kit** – The part of the Smartbox that attaches to the windscreen.

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

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

## 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, 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) rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the services.

This process involves collecting telemetry **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 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 14<sup>th</sup> 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**, any parts or accessories, are 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, **you** will need to purchase a new **Fitment Kit**. The **Smartbox** already in **your** possession must be transferred onto the new **Fitment Kit**. The cost of this is £30.00.  
If the **Smartbox** does not have a **Fitment Kit**, 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 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.

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

**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.

## 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 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 Service, or from any use of the Service, 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; the direction heading; the time and location spent stationary; and the device status information.
- 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 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;
  - c. Processing **your** personal **data** for the purpose of providing **you** with **your** motor insurance policy and **our** associated services;
  - d. 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;
  - e. 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);
- 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 of Business 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 it indicates that the **vehicle** has been driven in an excessive or dangerous manner.
- 9) **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 **Smartbox** functionality has been affected by another electronic device.
- 10) **Data** will stop being collected after **your** motor insurance policy has been cancelled. Under normal circumstances the process is completed in four hours. 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**.

## 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.

## iTelematix Disclaimer / Liability

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.

**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

**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.

### Changes to these Terms

**We** reserve the right to amend these Terms and Conditions at any time. 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 **us**.

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.