

Drive Smart with the Motability Scheme

Terms and Conditions

These Terms and Conditions ("Terms") apply to your participation in the DriveSmart Telematics and App and form part of your Vehicle Contract Hire Agreement Terms and Conditions ("Hire Agreement"), alongside other documents such as your Insurance and Loss and Damage Cover Booklet. Please keep these Terms in a safe place with your other Motability Scheme documents.

You should also take the time to read the Privacy Notice which can be found <https://www.motability.co.uk/get-support/during-your-lease/cars-wavs/drive-smart/privacy-policy/>, as it explains how we will use the data you provide us and that we collect from you.

These Terms apply to you and anyone who uses your car or your mobile, so please make sure you all read and accept these Terms. You will be bound by them as data will be collected and transmitted at any time the Telematics Device is switched on throughout your lease.

1. Definitions

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

- | | |
|--|---|
| <ul style="list-style-type: none">• Data
means the information we collect from you including personal details such as your name, date of birth, email address and your driving behaviours and the driving behaviour of anyone who drives your Vehicle• Driver
means a person shown on the Certificate of Insurance as being entitled to drive the Vehicle and who has your permission to drive it | <ul style="list-style-type: none">• DriveSmart App
means the mobile application you must download and register and which will track your driving via GPS (Global Positioning System). It collects and transmits Journey Data which includes driving behaviour, mobile phone distraction and location data and where you can access your individual driving information and that of any Driver and which will display your Driving Score; |
|--|---|

1. Definitions (Cont.)

- **Drive Score (Score)**
is our assessment of your driving behaviour and journey data and is used to determine your or your Named Driver (if different from you) continued eligibility to be a named driver on the Certificate of Insurance.

A red/amber/green (RAG) rating is attached to each journey and at a vehicle level each week.

- **Journey(s)**
means a journey or journeys detected by the Telematics Device;
- **Journey data**
this includes information such as the date, time, location, duration, speed, distance, start, finish and direction of travel, for each journey where the Telematics Device and the DriveSmart App is active;
- **Mobile Phone Distraction**
This measures mobile phone usage whilst driving, tracking instances of phone calls and any physical use of the phone that took place throughout your journey. It is a combination of the mental distraction caused by being on a phone call whilst driving and physical distraction measured by how much you physically interact with your phone during your Journey;
- **Mobile device**
the device with cellular capability upon which the DriveSmart App will be activated;

- **Mobile device capability**
Available on iOS and Android mobile devices only;
- **Reward(s)**
are the points you may be eligible to earn based on your Driving Score and the Driving Score of your Driver(s) which can be redeemed from any provider that appears on our eligible provider list, details of which can be found on the DriveSmart App;
- **Technology Supplier**
the company that works with us to provide the Telematics Devices. Our Technology supplier collects and transmits Data and Journey Data to us when the Telematics Device is switched on and may analyse the Data and/or Journey Data on our behalf;
- **Telematics Device**
means the Bluetooth car windscreen wedge that connects to any smartphone via Bluetooth to optimise trip detection, driver behaviour monitoring and impact detection;
- **We, us, our**
means Motability Operations Limited;
- **You, your**
means the Hirer as specified on the first page of the Hire Agreement;
- **Vehicle**
means the vehicle specified on the first page of the Hire Agreement.

2. Use of Telematics Device

- 2.1 The Telematics Device must be fitted to the windscreen of the Vehicle as soon as possible after receipt.
 - 2.2 Once your Telematics Device is installed and you have registered on the DriveSmart App and invited your Drivers to join, you will be able to access your Drive Score and Rewards.
 - 2.3 If the Telematics Device is not installed within 10 days or if we don't receive a signal from the Telematics Device for 14 continuous days we reserve the right to remove you and/or any Driver from the Certificate of Insurance, which means you will no longer be eligible to drive the Vehicle, and we shall be entitled to terminate the Hire Agreement.
 - 2.4 If you know that you will not be making a Journey for 14 consecutive days you must notify us immediately.
 - 2.5 If we believe that Journeys or Journey Data is deliberately not being recorded or manipulated, we may consider this a fraudulent act, in which case we reserve the right to terminate your Hire Agreement and seek to recover possession of the Vehicle. Examples of manipulation include but are not limited to deleting the DriveSmart App from your Mobile device, switching off or pausing the Telematics Device for all or part of a journey or disabling location services or appropriate settings on more than one occasion.
-

3. DriveSmart App and its use

- 3.1 When your or any Driver's eligibility to drive the Vehicle is contingent on you installing a Telematics Device, we will send a link to the email address you have provided and to the email address of any Driver, which will enable you and the Driver to download the DriveSmart App.
- 3.2 You and the Driver(s) will need to follow the instructions provided to register your account on the DriveSmart App. You must ensure that any Driver(s) downloads the DriveSmart App.
- 3.3 You and the Driver(s) must ensure that you enable the location services on your mobile device and configure your mobile device settings as per the instructions provided upon registration of the DriveSmart App.
- 3.4 You and the Driver(s) must ensure that you download and register your account on the DriveSmart App within 10 days of receipt of the email. We reserve the right to remove your or any Driver from the Certificate of Insurance or terminate the Hire Agreement if you fail to download and register your account within 10 days.
- 3.5 If you or any Driver cannot download and register your account for the DriveSmart App within 10 days of receipt of the email you must notify us immediately.
- 3.6 Any attempt by you or a Driver at manipulating the Drive Score could be viewed as fraudulent, in which case we reserve the right to terminate your Hire Agreement and seek to recover possession of the Vehicle.

3. DriveSmart App and its use (cont.)

- 3.7 Consistently poor Drive Scores or extreme, high risk driving events may result in us removing you or a Driver from the Certificate of Insurance.
 - 3.8 Once the DriveSmart App have been activated it will record and analyse your driver behaviour. It is your responsibility to ensure that the DriveSmart App is switched on while you are driving.
-

4. Drive Scores

- 4.1 A Drive Score will be generated for each Journey using a proprietary algorithm owned by our Technology Supplier.
- 4.2 The Drive Score is broken down into sub-scores in respect of speed, smoothness (including acceleration, braking and cornering) and usage (including volume and duration of journeys).
- 4.3 A Red/Amber/Green (RAG) rating will be assigned to each sub-score of the Drive Score at an individual journey level and at a consolidated level on a weekly basis. RAG ratings apply as follows:

RAG rating	Risk	Weekly Drive Score Range
Red	indicative of high driving risk and a high chance of an at fault accident;	0-40
Amber	indicative of an acceptable driving risk and neutral in terms of likelihood of an at fault accident;	41-70
Green	indicative of low driving risk and a low chance of an at fault accident;	71-100

- 4.4 Each Drive Score (yours or your Driver's) feeds into the consolidated weekly Drive Score RAG rating. You are responsible for the overall weekly Drive Score and for taking proactive action to address shortcomings in driver behaviour.
- 4.5 In the event of two (2) consecutive Red weekly Drive Scores or 4 Red weekly Drive Scores in a 12-month period, we reserve the right to remove you and/or any Driver from the Certificate of Insurance and terminate the Hire Agreement.

5. Rewards

- 5.1 In order to generate Rewards in any week you and/or the Driver must complete a minimum of 5 Journeys and/or a minimum distance of 5km and the cumulative weekly Drive Score must attract an Amber or Green RAG rating.
 - 5.2 Whilst all Driver's Scores have the potential to generate Rewards, the Rewards only accrue to your accountyour accountyour account in the DriveSmart App. Rewards must be banked in the DriveSmart App within 7 days of being issued or the Rewards will be lost.
 - 5.3 Rewards may be redeemed for a gift card from a retailer of your choice on our list of eligible retailers. Once Rewards have been used to redeem a gift card this is non refundable.
-

6. Communication

- 6.1 As part of your participation in DriveSmart you and/or the Driver may receive feedback emails or SMS, which are designed to help you improve your driving. They will also help you and your Driver(s) track your Drive Scores and the Drive Scores of your Driver's. In some cases, we may also call you to give you more personal feedback on how you or your Driver(s) can improve your Score. You can also view this information on the DriveSmart App.