



Statement of Best Practice

Key principles in respect of data collected from vehicles

Background

Given the growth in connected vehicles on member's fleets the BVRLA has worked with members to develop key principles in respect of the how, what and why for data which is collected from vehicles.

How to use this document?

The purpose of this document is to provide members with a statement of best practice for discussions with customers and manufacturers on data collected from motor vehicles owned or managed by rental or leasing firms.

The principles cover:

- Permissions for collecting data
- Protection of personal data
- Safe removal of data
- Restriction on directing the driver for servicing/incident management

The principles can be used to assist with contract negotiations with manufacturers when they are introducing new terms for connected vehicles.

The principles could also be the starting point for further discussions with customers on what data is being collected, how it is being used in leased and rented connected vehicles.

They raise awareness amongst all parties of the importance of protecting personal data and help members protect their asset.

Alongside this statement the BVRLA has a [fact sheet on telematics and connected vehicles](#) which includes sample terms for inclusion in rental and lease agreements covering connected vehicles.

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Statement of Best Practice

Key principles in respect of data collected from vehicles

Purpose: This statement of best practice is intended to set out to develop a framework when data may be collected by the motor vehicles owned or managed by rental or leasing firms and how such data may be used.

Overarching Principle

Agreement with each BVRLA member (the vehicle(s) owner) must be sought independently by the OEM in order for the following key principles to apply

Personal Data – In addition to the legal obligations governing the collection, processing and transmission of personal data, the motor manufacturer or its appointed agent (hereinafter called OEM) will ensure that express written consent from the driver of the vehicle has been obtained before any personal data is collected which includes but not restricted to any data collected by in-built real time connectivity devices or periodic vehicle data downloads.

Vehicle Specific Data – The vehicle owner agrees that vehicle specific data (i.e. data which relates to the maintenance and/or performance of the vehicle) may be collected and used from the vehicle(s) provided this is shared with the vehicle owner to an agreed electronic format.

Once the OEM has obtained the vehicle owner's permission to do so, the OEM will ensure that any driver or vehicle user related data is collected and stored in an anonymised form so that identity or any personal data about the driver or vehicle occupants cannot be established, unless the OEM has obtained written consent from the driver to do so.

Driver Specific Data – Provided the driver's written consent has been obtained in compliance with the national law governing data protection, the vehicle owner agrees that driver related data may be collected and used (e.g. data obtained from the driver's use of the vehicle and connected services) subject to the following conditions being adhered to:-

- OEM agrees to obtain the vehicle owner's prior written consent before contacting their customer, driver or hirer. If the vehicle owner receives a complaint from the driver, hirer or customer about the use of their driver specific data, you agree to immediately stop contacting the driver (through all mediums) for anything other than vehicle safety related services; and
- OEM agrees not to sell or provide access to driver or vehicle data to any third party without the vehicle owner's prior written consent or a court order (where applicable) in the case of a criminal matter;
- OEM agrees to make it expressly clear in its Terms and Conditions with the driver of any vehicle owned by a BVRLA member that the OEM you may have a legal obligation to provide vehicle data to the vehicle owner

Asset Security – For vehicles where the driver has agreed to the OEM's terms and conditions of use for their e-connected vehicle the following must be adhered to:-

- Remove the vehicle from this service if requested to do so by the vehicle's owner

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- Remotely wipe or disable the driver's connection / linkage to their vehicle if and when requested to do so by the vehicle's owner.

Servicing or Incident Management – The OEM agrees not to provide any direction to the driver of the vehicle for service, maintenance and repair service (SMR) and or any incident management services, which for example includes, but not restricted to, the following:-

- Replacement or repair of Vehicle Tyres or Glass
- Vehicle Servicing or Maintenance (routine)
- Mechanical repairs
- MOT or Vehicle Safety Recall or Service Update direction
- Accident or Incident Management Services

Monetisation of Driver Specific Data – Vehicle owners recognise the potential opportunity to provide products and services to drivers using real-time data transmission through vehicles that have in-built connected services. Vehicle owners believe that through the relationship they have with their customers, they can potentially increase the numbers of drivers who agree to allow the collection of driver specific data and purchase products and services that are developed from such data.

Accordingly the OEM agrees that because it is in all parties' interests that drivers are introduced to the benefits of such services in a collaborative way, to keep the vehicle owner informed and involved whenever possible with the development of driver specific data connected services and for full permission to be obtained from the vehicle owner for all chargeable services and any placement / introduction of new products.

Vehicle Rejection – Where the functionality of the connected product or any related service(s) provided by the OEM is substantially altered or is removed entirely making the service / product unsuitable or no longer fit for purpose and the vehicle is subject to a valid customer / driver rejection then the OEM will indemnify the vehicle owner for all reasonable costs incurred.

Product Functionality and Transparency of Costs – In providing the connected product or any related service(s) the OEM will ensure the full functionality will be made available during the period of vehicle ownership and any substantial changes or alterations may only be made with the prior consent of the vehicle owner. In addition, the OEM shall take all reasonable steps to provide clear pricing for all connected products or services during the period of vehicle ownership, and should this not be available at the point of sale (such as network charges for accessing Wi-Fi) then the OEM shall ensure continuity of service without any further charges to the vehicle owner or subscribing user of any such connected services or products.

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