

MOTOR INSURERS' BUREAU
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Milton Keynes,
MK14 6XT

Commercial Directorate
C2/West
Longview Road
Morrison
Swansea
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Date: 20 October 2022

Dear Sir/Madam,

Data Agreement between Driver and Vehicle Licensing Agency (DVLA) and Motor Insurers' Bureau (MIB) for the provision of Vehicle Data Exchange via the Motor Insurers Anti-Fraud and Theft Register ("MIAFTR").

The purpose of this Letter of Agreement sets out the basis upon which MIB and DVLA agree to share the Data transmitted via the MIAFTR to update VSS record.

Background

MIAFTR is a database containing records of written-off and stolen vehicles, of which MIB is the Controller. MIAFTR was designed and developed to help monitor vehicles written off for insurance purposes, to help trace and recover stolen vehicles and to help detect fraud.

Purpose

Insurance companies update MIAFTR with salvage details for accident damaged vehicles which are fed through to DVLA on a nightly basis. Where the Data

update is correct, DVLA will update the vehicle record on VSS and take action on the vehicle as required.

The DVLA action may be to restrict the issue of a V5C for Salvage categories A and B and to update the V5C special notes with detail for Category S. Category N will simply be recorded against the record with no further action.

MIAFTR Data enables DVLA to capture details of accident damaged vehicles on VSS to inform customers and improve road safety by ensuring the extensively damaged vehicles are taken off the road. Lack of accurate vehicle records leads to instances of vehicle and insurance fraud as well as the re-importation of accident damaged vehicles. DVLA captures and stores the damage details against the vehicle record for the duration of the life of the vehicle in line with the VSS retention policy.

For the Purpose of this agreement, the following definitions shall apply:

“Business to Business (B2B) Gateway” means the DVLA system that delivers a set of electronic message-based services for all high volume Business to Business transactions and is housed in a secure environment that adheres to the e-Government Information Framework (“e-GIF”) standards;

“Controller”, “Processor”, “Processing”, “Data Subject”, “Personal Data”, and “Personal Data Breach” have the meaning prescribed under Data Protection Legislation;

“Data” means the data transmitted by the MIB to DVLA via the MIAFTR database and CAP/HPI as a third-party service provider relating to written-off and stolen vehicles, further described in the Description of the Data and method of transfer and File Layout sections below;

“Data Protection Impact Assessment” (DPIA) means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;

“Data Protection Legislation” means

- (i) the UK General Data Protection Regulation (UK GDPR) as amended from time to time;
- (ii) the Data Protection Act 2018 (DPA 2018) to the extent that it relates to Processing of Personal Data and privacy;
- (iii) all applicable Law about the Processing of Personal Data and privacy;
- (iv) the EU General Data Protection Regulation (EU GDPR) (Regulation (EU) 2016/679) where applicable to the Processing;

“Data Loss Event” any event that results, or may result, in unauthorised access to Personal Data held by the Parties under this LoA, and/or actual or potential loss and/or destruction of Personal Data in breach of this LoA, including any Personal Data Breach;

“DPA 2018” means Data Protection Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc)(EU Exit) Regs 2019 (as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc)(EU Exit) Regs 2020;

“Force Majeure” means any cause affecting the performance by a Party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party. Such causes include fire; flood; violent storm; earthquake; pestilence; explosion; malicious damage; riots; war or armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made;

“Information Commissioner’s Office (ICO)” means the UK’s independent regulatory authority set up to uphold information rights in the public interest, promoting openness by public bodies and data privacy for individuals;

“Law” means any law, statute, subordinate legislation (as amended) within the meaning of Section 21(1) of the Interpretation Act 1978 (as amended), bye-law, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972 (as amended), regulatory policy, guidance or industry code, judgement of a relevant court of law, or directives or requirements or any Regulatory Body which the Customer is bound to comply;

“LoA” means this written agreement between DVLA and MIB consisting of these clauses;

“MIAFTR” (Motor Insurance Anti-Fraud and Theft Register), is a database containing records of written off and stolen vehicles, as defined by the Code of Practice for the Disposal of Motor Vehicle Salvage. MIAFTR was designed and developed to help monitor vehicles written off for insurance purposes, to help trace and recover stolen vehicles and to help detect fraud;

“Party” and **“Parties”** means one or more Parties to this LoA (as appropriate);

“Protective Measures” means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

“Purpose” means the purpose for which the Data is shared for the services listed, described in the Purpose section of this LoA;

“Sub-Processor” means any third Party appointed by a Processor to process Personal Data related to this LoA on behalf of a Party;

“UK GDPR” means the UK General Data Protection Regulation based on the EU GDPR and given effect by Part 2 of the DPA 2018, as amended by The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit)

Regulations 2019 (as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc)(EU Exit) Regulations 2020.

“VSS” (Vehicle Systems Software) means the database used by the DVLA for the operational management and licensing requirements of all vehicles registered in the UK;

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London;

The Legal Basis for Release of the Data

The provision for insurance companies to inform DVLA of vehicle damage/total loss (MIAFTR) is facilitated for within the Road Vehicles (Registration and Licensing) Regulations 2002, as amended. The lawful basis under Data Protection Legislation by which MIB is able to share the Data for the Purpose under THE ROAD VEHICLES (REGISTRATION AND LICENSING) (AMENDMENT) REGULATIONS 2018, 2018 No. 52.

The Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller.

Description of the Data and method of transfer

The process is required to allow Data to be transferred between DVLA's Vehicle system (VSS) and the MIB's (Motor Insurers' Bureau) MIAFTR system, and vice versa.

Data sharing takes place daily, via a nightly system exchange via the Business to Business (B2B) Gateway. Every Data field mentioned below is necessary to link the update to the right vehicle record to ensure accuracy.

File Layout

MIAFTR Serious Damage Data	MIAFTR Insurer Company/Branch Data
Vehicle Registration Mark	Insurer Code
Validation Character	Branch Code
Make	Company Name
Model	Address Line 1
Make in Full	Address Line 2
VIN	Address Line 3
Postcode	Address Line 4
Salvage Category	Town
Date of Accident	County
Description of Damage	Post Code Prefix
Cause of Loss	Post Code Suffix
Mileage	Contact Forename
Company Code (main Insurer)	Contact Surname
Branch Code (branch handling claim)	Telephone Number
Claim Reference	Fax Number
Photograph available	E-mail Address
Transaction Type	

Serious Damage Errors Data
Transaction ID
Vehicle Registration Mark
Company Code (main Insurer)
Branch Code (branch handling claim)
Error Code
Claim Reference

Data Security

The Parties agree to share the Data for the Purpose for which it was provided and in accordance with its obligations under Data Protection Legislation.

DVLA shall use the MIAFTR Data supplied by the MIB to update the VSS records, in accordance with its obligations under Data Protection Legislation, and shall not use the Data supplied by the MIB for any other purpose.

Both Parties shall ensure the safe transmission of the Data in accordance with the security requirements of Data Protection Legislation and HM Government Security Policy Framework.

The Parties shall ensure they have in place Protective Measures, which are appropriate to protect against a Data Loss Event.

DVLA will not under any circumstances supply any Data obtained from MIB/MIAFTR to any other Parties unless explicit written approval has been provided or unless required to do so by Law.

Accuracy of the Data

There is automated matching of Data provided by the insurer into MIAFTR to identify the correct vehicle on VSS. If this fails, then a failure message is returned via MIAFTR. Where the Data is matched then the system of record, VSS, is updated.

In the case that errors are identified, the Data can be manually deleted or amended via a record amendment and MIB is responsible to action, resolve and resubmit the errors returned to them. The Data is saved in association with the VSS retention period. MIB works together with insurance companies to monitor, control, and improve MIAFTR processes and error resolution.

MIB should provide DVLA with assurance that they have controls in place to assist with the overall accuracy, timeliness and performance of the Data interfaced into VSS, including internal error reporting.

Both Parties will keep under review their need to receive the range and volume of Data that is required. The intention shall always be to use the minimum amount of Personal Data necessary to achieve the Purpose.

Retention of the Data

Data is captured, input, linked and stored on VSS and retained against the vehicle record for the duration of the life of the vehicle in line with the VSS retention policy.

Accountability

Both Parties shall comply with the requirements of the Data Protection Legislation and subordinate legislation made under it, or any legislation which may supersede it, together with any relevant guidance and/or codes of practice issued by the Information Commissioner's Office.

It is the duty of the Controller to comply with Data Protection Legislation. MIB, shall be the Controller of each item of Data received from the insurance companies from the point of receipt of that Data. In turn, DVLA shall be the Controller of each item of Data received from MIB and shall be responsible for complying with data protection principles in relation to its further Processing of that Data.

Where the sharing of Data is likely to result in a high risk to the rights and freedoms of individuals, both Parties agree to provide the other with reasonable assistance in the completion of their respective Data Protection Impact Assessments.

The Parties will ensure that the requirements of Article 28 and 29 of the UK GDPR are met in relation to the use of a Processor or Sub-Processor for the Processing of the Data.

The Parties shall ensure the appropriate flow down of terms from this LoA into agreements with Processors involved in the Processing of Data under this LoA.

Restrictions on Disclosure of the Data

This Letter of Agreement outlines the parameters for the provision of the MIB/MIAFTR Data for the Purpose. Further use of this Data which falls outside of the parameters set out above will require DVLA's approval in advance.

MIB will answer any requests made under the Freedom of Information Act 2000 that it receives for information that it holds solely as a result of, or about, this LoA. In all cases where such a request is received, MIB shall:

- (a) consult DVLA before deciding whether or not to disclose the information;
- (b) allow DVLA a period of at least 5 Working Days to respond to that consultation;
- (c) not disclose any Personal Data that would breach the principles of Data Protection Legislation; and
- (d) not disclose information that would prejudice either the security of the Data or the security arrangements of either Party.

Audits and Inspection

DVLA will receive a nightly report of failures from the MIAFTR Data exchange. The Parties will act on this report as part of a scheduled monthly review. Any issues arising from this report can and will be discussed directly with MIB.

MIB shall share the outcome of any other checks, audits and reviews that have been carried out on its activities as a Controller that are relevant to the Processing of the Data.

MIB shall notify DVLA immediately on becoming aware, of any audits that are being carried out by the Information Commissioner's Office under Data Protection Legislation that are relevant to the Processing of the Data.

Reviews

Both Parties reserve the right to review this LoA at any time. Where required, both Parties shall meet in person or via telephone conference to review:

- (a) the terms of this LoA;
- (b) the Purpose for which the Data is provided;
- (c) the performance of the service;
- (d) the range, volume and frequency of Data being transferred;
- (e) the security arrangements governing the safe receipt of Data;
- (f) the arrangements that the MIB/MIAFTR has in place relating to the retention and secure destruction of the Data;
- (g) any audits that have been carried out that have relevance to the way that the Data is processed;
- (h) any Data Loss Events that have occurred with the Data.

Variation

Variations to this Letter of Agreement shall be effective provided they are in writing and have been agreed and signed by both Parties.

Force Majeure

Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the LoA to the extent that such delay or failure is a result of Force Majeure.

Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the LoA for the duration of such Force Majeure.

If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any failure or delay on its part as described in this clause it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period for which it is estimated that such failure or delay shall continue.

Effective date

This agreement will remain in force unless terminated by either Party in written notice to the appropriate point of contact.

Please acknowledge your receipt, understanding and acceptance by signing this Letter of Agreement and returning it electronically to

Yours sincerely,

(Sent unsigned via e-mail)

Accepted for and on behalf of DVLA
by:-

Signature:

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Name:

██████████

Position:

████████████████████

Date:

20/10/2022.....

Accepted for and on behalf of
MOTOR INSURERS' BUREAU by:-

Signature:

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Name:

██████████████

Position:

██████████████████

Date:

20/10/2022.....