

# SUPPLEMENTARY TERMS AND CONDITIONS



This Supplementary Terms and Conditions document contains terms and conditions which are supplemental to and form part of your Aviva MotorCare policy booklet. This document should be read in conjunction with your Aviva MotorCare policy booklet. Any reference to your 'policy booklet' or 'Aviva MotorCare policy booklet' in any other document forming part of your contract of insurance shall be understood to include the supplementary terms and conditions contained in this document.

Your MotorCare policy booklet (including this Supplementary Terms and Conditions document), together with your Statement of Fact, Schedule and the Certificate of Insurance, form the contract of insurance between you (the 'Policyholder') and us (Aviva Insurance Ireland DAC).

## Definitions:

**Aviva Telematics Box:** The device fitted in your Car which provides data, to us, based on the usage and driving behaviour of your Car. This device will be physically fitted to your Car by our third-party installer.

**Excessive Speeding:** Any detected occurrence of your Car's speed exceeding 145 km/h.

## 1. Aviva Telematics Car Insurance General Conditions

**1.1** You must have an Aviva Telematics Box installed in your Car in accordance with Section 2 of these Supplemental Terms and Conditions (Aviva Telematics Box Installation). The Aviva Telematics Box must remain attached to your Car for the duration of the policy. It must not be tampered with by any other party once installed, and may only be serviced by an appointed service agent on behalf of Aviva Insurance Ireland DAC. If we detect any unauthorised interference with the Aviva Telematics Box or its signal, the Box Guarantee detailed below (section 8) will be invalidated, and your policy may be cancelled in line with the policy terms and conditions (for more details on cancellations, please refer to General Conditions, Section 3 of your MotorCare policy booklet) \*.

**1.2** You agree to have an Aviva Insurance Telematics Box fitted to your Car and to having your data collected and used as set out below. We will retain the information provided and the data collected for as long is reasonably required for the purpose(s) for which it was collected. This information is required in order to maintain your insurance cover. For installation details, please refer to Section 2

of these Supplemental Terms and Conditions (Aviva Telematics Box Installation). The data and personal information you provide and collected through the Aviva Telematics Box will be handled in accordance with our data protection statement, which is included within the policy documentation provided to you. your rights regarding the information we collect, and hold are also outlined there.

**1.3** The Aviva Telematics Box will measure and transmit various aspects of your Car's driving behaviour, including speed, braking frequency, acceleration, cornering, sudden manoeuvres, time and date of travel, and Car location. The Aviva Telematics Box will continue to record data whether the Car is being driven or not, and regardless of who is driving. This data is used by us for the following purposes:

- (i) To help calculate insurance premiums and assess risk.
- (ii) To help determine the circumstances surrounding any claim under your policy.
- (iii) To identify driving behaviour.
- (iv) To identify the Cars' location via GPS co-ordinates.

**1.4** We will collect and hold data in respect of the driving of your Car. This will include collecting and holding data of any other individual

that may drive your Car. This data will not be distinguishable between parties, and all data collected will be used for the purposes outlined above. It is your responsibility to inform any driver of your Car that an Aviva Telematics Box is installed and that their journey(s) will be monitored.

## 2. Aviva Telematics Box Installation

**2.1** It is your responsibility to ensure that any co-owner, hire purchase company, or other person with a legal interest in your Car is aware of and agrees to the installation of an Aviva Telematics Box before it is fitted.

**2.2** After purchasing the policy, you will receive an email with instructions to contact our third-party installer to arrange the installation of your Aviva Telematics Box.

Very Important: We will contact You via email to arrange installation of the Aviva Telematics Box in your Car. You must book your installation appointment using the link provided in this email. If you do not book an installation appointment, we will send up to three reminder emails. If we are unable to install the Aviva Telematics Box for any reason, including but not limited to our installer not being able to confirm an installation booking with you and installation is not arranged within 20 days of the start date of your policy, a warning of cancellation will be issued to you.

If the Aviva Telematics Box has not been installed after 30 days from the start date of your policy, we will initiate cancellation of your policy in line with the policy terms and conditions. We will send you (using your selected communication preference) a 10-day notice of cancellation by post to your last known address or by email to the email address provided when setting up the policy (for more details on cancellations, please refer to General Condition 3 (Cancellation) of your MotorCare policy booklet) \*.

## 3. Change of Car

**3.1** If you change your Car during the term of the policy, a new Aviva Telematics Box must be installed in your new Car. Your existing Aviva Telematics Box will not be removed; however, we will stop collecting data from it from the time the change is effective. It is your responsibility to inform any future owner of the Car that an Aviva Telematics Box is installed.

**3.2** Very Important: Once a change of Car has become effective on your policy, we will contact you via email to arrange installation of the Aviva Telematics Box in your new Car. You must book Your installation appointment using the link provided in this email. If you do not book an installation appointment, we will send up to three reminder emails. If we are unable to install the Aviva Telematics Box in your new Car for any reason, including but not limited to our installer not being able to confirm an installation booking with you and installation is not arranged within 20 days of the change of Car becoming effective on your policy, a warning of cancellation will be issued to you.

If the Aviva Telematics Box has not been installed after 30 days from the date that the change of Car has become effective on your policy, we will initiate cancellation of your policy in line with the policy terms and conditions. We will send you (using your selected communication preference) a 10-day notice of cancellation by post to your last known address or by email to the email address provided when setting up the policy (for more details on cancellations, please refer to General Condition 3 (Cancellation) of your MotorCare policy booklet) \*.

## 4. Accident Recognition

**4.1** If you are involved in an accident, the Aviva Telematics Box will send us data related to the incident, and we may attempt to contact you. You must take all necessary steps to ensure your safety and report any incident to the appropriate emergency services and to us. We may use data from the Aviva Telematics Box help determine the circumstances surrounding any claim(s) under your policy.

## 5. Data Capture

**5.1** If data from your Aviva Telematics Box is not collected for a period of 10 consecutive days or longer, we may contact you and request that the Car is started or driven, so we can verify that the Aviva Telematics Box is functioning properly.

## 6. Defects and Service Calls

**6.2** You must contact us if you believe that you are experiencing any defect or other issue with the Aviva Telematics Box. Our third-party supplier may also identify potential defects or other issues being experienced by the Aviva Telematics Box. If a defect or other issue is

identified that cannot be corrected remotely and requires a service call out, you will receive an email with instructions to contact our third-party installer to arrange the installation of your replacement Aviva Telematics Box.

**6.2 Very Important:** We will contact you via email to arrange installation of a replacement Aviva Telematics Box in your Car ("Replacement Installation Email"). You must book your installation appointment using the link provided in this email. If you do not book an installation appointment, we will send up to three reminder emails. If we are unable to install the replacement Aviva Telematics Box for any reason, including but not limited to our installer not being able to confirm an installation booking with you and installation is not arranged within 20 days of the Replacement Installation Email, a warning of cancellation will be issued to you.

If the replacement Aviva Telematics Box has not been installed within 30 days of the Replacement Installation Email, we will initiate cancellation of your policy in line with the policy terms and conditions. We will send you (using your selected communication preference) a 10-day notice of cancellation by post to your last known address or by email to the email address provided when setting up the policy (for more details on cancellations, please refer to General Condition 3 (Cancellation) of your MotorCare policy booklet) \*.

## 7. Tampering and Damage

**7.1** The Aviva Telematics Box is equipped with protections and tamper controls which may be triggered by any unauthorised tampering or damage. You must not allow any unauthorised interference with the Aviva Telematics Box by any person. If you experience problems with the Aviva Telematics Box or become aware of tampering, you must contact us as soon as possible. Any loss or damage caused by tampering with the Aviva Telematics Box is not covered by this insurance policy. If we detect any unauthorised interference with the Aviva Telematics Box or its signal, the Box Guarantee (section 8) detailed below will be invalidated, and we may initiate cancellation of your policy in line with the policy terms and conditions (for more details on cancellations, please refer to General Condition 3 (Cancellation) of your MotorCare policy booklet) \*.

## 8. Box Guarantee

**8.1** Once the Aviva Telematics Box has been installed, we guarantee to replace any defective Aviva Telematics Box at no additional cost to you.

## 9. Driving Performance

**9.1** The Aviva Telematics Box will collect data including, but not limited to, information about whether your Car is being driven dangerously, including speeding, braking frequency, acceleration, cornering, lateral movement, sudden manoeuvres.

**9.2** You will receive a warning if the Aviva Telematics Box detects that your Car has exceeded the road's speed limit. If a second warning is issued, you will be notified that your policy will be cancelled if you continue to speed. Upon a third detected speeding event, you will be deemed to have been persistently speeding, and we will initiate cancellation of your policy in line with the policy terms and conditions (for more details on cancellations, please refer to General Condition 3 (Cancellation) of your MotorCare policy booklet) \*.

**9.3** If any Excessive Speeding is detected, we may initiate cancellation of your policy in line with the policy terms and conditions (for more details on cancellations, please refer to General Condition 3 (Cancellation) of your MotorCare policy booklet) \*.

## 10. Events outside of our Control

**10.1** At times there may be unavailability or delays in the operation or functionality of the Aviva Telematics Box caused by factors beyond our control. This includes, but is not limited to, GPS signal failures, equipment malfunctions, or unforeseen events such as adverse weather conditions or technical issues (including those resulting from malicious or unauthorised activities), despite our reasonable preventive measures and efforts to address them.

**10.2** If it is established that there are consistent failures, equipment malfunctions or technical issues, we may not offer you a renewal quotation on your current policy. Instead, we will provide you with a standard Aviva MotorCare quotation at renewal. Your existing Aviva Telematics Box will not be removed; however, we will stop collecting data from it from the end of the Period of Insurance of your current policy.

## **11. Additional Charges / Fees**

### **11.1 Cancellation**

If you cancel your policy you may be charged a fee to cover the set-up costs associated with the provision and installation of the Aviva Telematics Box. For further information in relation to how this fee is calculated and the circumstances in which you may be charged this cancellation fee, please visit [www.aviva.ie/telematics-fees](http://www.aviva.ie/telematics-fees)

### **1.12 Fees**

You may be charged additional fees in association with the installation, administration, maintenance, and replacement of your Aviva Telematics Box, including but not limited to:

- (i)** If a new Aviva Telematics Box is installed in your Car (pursuant to section 3 of these Supplementary Terms and Conditions);
- (ii)** If we, upon your request, uninstall the Aviva Telematics Box from your Car; and
- (iii)** If you miss an appointment with our third-party installer to install the Aviva Telematics Box in your Car.

For a full list of all such fees which may be charged in relation to your policy, please visit [www.aviva.ie/telematics-fees](http://www.aviva.ie/telematics-fees)

\* It is important to note that in the event of a cancellation of your policy by us, you may face difficulties obtaining motor insurance in the future.