

# CONDITIONS OF USE

Please read these terms and conditions carefully to ensure you understand them and have noted any charges relating to the In-Car Device which may apply on cancellation of, or changes to the vehicle insured under, your Policy.

## Interpretation

1. In these Conditions of Use:

**"You"** and **"Your"** means the person who takes responsibility for the In-Car Device and is the Policyholder or prospective Policyholder.

**"We"**, **"Us"** and **"Our"** means Norwich Union Insurance Limited, a company with registered offices in the UK (registered number 99122) whose registered office is at 8 Surrey Street, Norwich NR1 3NG.

**"Aviva Group"** means Aviva plc and any holding company (as defined in Section 736 of the Companies Act 1985) of Aviva plc and any subsidiary (also as defined in Section 736 of the Companies Act 1985) of Aviva plc or of its holding company.

**"Policyholder"** means the person insured under a Policy with us.

**"Policy"** means a Norwich Union **"Pay As You Drive"**<sup>TM</sup> insurance<sup>1</sup> policy provided by us where premiums are based upon vehicle usage ascertained by the use of the In-Car Device.

**"Conditions of Use"** means the terms and conditions of use and installation of the In-Car Device and associated services set out in this document.

**"In-Car Device"** means electronic equipment (including connections, aerial, in-car button, microphone, speaker and related wiring) which records and transmits vehicle usage data to us and which is fitted to your vehicle by us or our agents.

**"Accident, Emergency and Breakdown Service"** means the support service provided by Smartnav which may be requested by pressing the Assistance Button and which helps you access appropriate help following an accident, emergency or breakdown.

**"Assistance Button"** means the in-car button installed in your vehicle as part of the In-Car Device.

**"Smartnav"** means Trafficmaster plc, a company with registered offices in the UK (registered number 2292714) whose registered office is at University Way, Cranfield, Bedfordshire MK43 0TR.

**"First Installation Date"** means the date on which an In-Car Device is first installed in the vehicle first insured under your policy.

**"Warranty Period"** means the period from the First Installation Date to the date on which the vehicle(s) in which the In-Car Device is installed no longer remain insured under your policy.

**"Service Partner(s)"** means a third party associated with the provision and/or use of the In-Car Device.

**"Safe Speed Trial Service"** means the trial service provided by Smartnav which alerts any user of your vehicle as they approach zones monitored by fixed safety cameras subject to the terms stated in these Conditions of Use.

**"Smartnav Navigation Trial Service"** means the trial vehicle navigation service provided by Smartnav to any user of your vehicle which is requested by pressing the Assistance Button subject to the terms stated in these Conditions of Use.

**"Congestion Charging Zone Trial Service"** means the trial service provided by Smartnav which alerts any user of your vehicle when they are approaching, entering or leaving the Congestion Charging Zone in central London subject to the terms stated in these Conditions of Use.

- Any reference in these Conditions of Use to a statute or provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- Except as expressly agreed in writing by the parties these Conditions of Use shall prevail over any conflicting, additional or other terms agreed between you and us and constitutes your entire understanding with respect to the use, installation and de-installation of the In-Car Device. For the

avoidance of doubt the validity of any Agreement you enter into directly with Smartnav for the provision of additional services will not be affected by this clause.

4. These Conditions of Use should be read in conjunction with the terms of your policy.
5. Your statutory rights remain unaffected by these Conditions of Use.
6. If any provision of these Conditions of Use is held to be unlawful, void or unenforceable then that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions to the extent permitted by law.
7. These Conditions of Use are governed by English law and you and we submit to the exclusive jurisdiction of the English Courts.

## **The Following Charges May Apply**

We may charge a de-installation fee of up to £95 if you request de-installation of the In-Car Device from your vehicle. If you change the vehicle insured under your policy we may charge a fee of up to £95 for installation of an In-Car Device into your new vehicle. If you default on your obligations under these Conditions of Use we may recover from you our reasonable legal, administrative and other costs and expenses incurred in enforcing our rights under these Conditions of Use including a charge of up to £95 for de-installation of the In-Car Device from your vehicle.

## **Basis of Use**

1. By agreeing to have the In-Car Device installed into your vehicle you are signifying your agreement to the terms and conditions set out in these Conditions of Use. Please keep a copy of these Conditions of Use for your records.
2. We will own the In-Car Device, or any replacement made, and at no time during the period you hold a valid policy will ownership of it pass to you.
3. You will not use, or permit others to use, the In-Car Device in violation of any law or other than in a careful and proper manner and in accordance with any written instructions that we may issue from time to time.

## **Data Protection Act 1998 – Information Uses**

For the purpose of providing you with the policy the data controller for any personal data you supply or recorded by the In-Car Device is Norwich Union

Insurance Limited. We, our appointed agents and/or service partners will process your information in accordance with our responsibilities under the Data Protection Act 1998.

To protect your information captured by the In-Car Device, it will be transmitted to us in a secure format.

From the First Installation Date, we will use the In-Car Device to capture data from your vehicle relating to the date, time, speed, location and direction of travel.

We, and those acting on our behalf, will use the data captured by the In-Car Device for the purposes of:

1. Calculating and charging insurance premiums based upon actual vehicle usage;
2. Disclosing your personal data to Smartnav who as our supplier of the In-Car Device will separately control your personal data for the purpose of providing you with the Accident, Emergency and Breakdown Service, Safe Speed Trial Service, Smartnav Navigation Trial Service, Congestion Charging Zone Trial Service and any other additional services requiring use of the In-Car Device which we (or our agents and/or service providers) may offer and you may agree to take up from time to time. Smartnav will process your information in accordance with their responsibilities under the Data Protection Act 1998;
3. Carrying out the installation, de-installation, servicing or testing of the In-Car Device and provision of the insurance services under the policy (including management of claims, underwriting and policy servicing);
4. Enabling us, or any Aviva Group company and its agents and service partners, to keep you informed by post, electronic mail, facsimile, telephone or text messaging about other products and services which may be of interest to you. Your information may also be disclosed and used for these purposes after your policy has been cancelled or lapsed. By providing us with your contact details, you consent to being contacted by these methods for these purposes. If you do not want to receive marketing information please write to Norwich Union, FREEPOST, Mailing Exclusion Team, PO Box 6412, Derby DE1 1SB;

5. General research and analysis, mapping purposes, and the supply of traffic information. In all such circumstances the information will be used anonymously and will not identify any individual, vehicle user, Policyholder or the vehicle. We may also disclose data to Smartnav in order that they can separately control the processing of your personal data for these same purposes;
6. Disclosing your personal data to Smartnav who may separately control your personal data for their marketing purposes. If you do not wish to receive marketing information from Smartnav, please write to Trafficmaster plc, Martell House, University Way, Cranfield, Bedfordshire MK43 0TR.

## **Cancellation of your Policy and impact on the In-Car Device**

If you cancel the policy the In-Car Device warranty will cease to apply. You should not attempt to remove the In-Car Device from the vehicle yourself as it will have been integrated into your vehicle. We will not be responsible for any damage to your vehicle caused by de-installation of the In-Car Device by you or anyone acting on your behalf.

We recommend that you leave the In-Car Device in your vehicle when you cancel your policy and we are not at any time obliged to remove it.

To notify us of your intention to cancel your policy and discuss your options, please call us on 0800 068 6985.

You may ask us to de-install the In-Car Device upon payment of a de-installation fee. If on your request we de-install the In-Car Device from your vehicle you will be required to pay a fee of up to £95 to cover the costs for such de-installation.

We or our installers will contact you to arrange a convenient time and location for the de-installation of the In-Car Device from your vehicle.

If you require the In-Car Device to be removed from your vehicle prior to the cancellation date of your policy you must give us sufficient notice of your intention to cancel your policy and your request for de-installation of the In-Car Device to enable our installers to arrange a suitable appointment with you for such de-installation of the In-Car Device. We deem sufficient notice to be 10 days. (We are unable

to guarantee the availability of a suitable appointment time should you provide insufficient notice of your intention to exercise this option.)

On the cancellation date of your policy, we will cease to collect data from the In-Car Device unless there is a separate agreement which allows us to continue to collect data. We will also cease collecting data if the In-Car Device is de-installed as a result of cancellation.

If at any time you no longer wish to use the In-Car Device and ask us to stop collecting data from the In-Car Device, the policy will be treated as cancelled by you.

## **Installation**

Our appointed installers are fully trained to install the In-Car Device in your vehicle to appropriate industry standards and will do so with reasonable care and diligence.

We or our installers will contact you to arrange a convenient time and location for installation of the In-Car Device in your vehicle.

The installer will discuss with you at the start of the installation how the installation will be undertaken including where in your vehicle the Assistance Button, aerial and microphone will be located. You accept that it will be necessary to drill a small hole in an unused switch blanking plate or, if none are available, elsewhere in your dashboard area for the fitment of the Assistance Button.

It is your responsibility to ensure that any other party who has an interest in the ownership of your vehicle (such as your partner or a hire-purchase company) is happy that the In-Car Device is being installed in your vehicle.

## **In-Car Device and Installation Warranty**

1. We warrant that from the First Installation Date the In-Car Device will be free from defects in design, material and workmanship for the Warranty Period.
2. We will charge a fee of up to £50 to install the first In-Car Device in your vehicle.
3. The collection and transmission of data by the In-Car Device and the provision of the Accident,

Emergency and Breakdown Service, Smartnav Navigation Trial Service, Congestion Charging Zone Trial Service or Safe Speed Trial Service may occasionally be impaired or interrupted by operational and/or atmospheric conditions, power failures, or other causes, conditions or events beyond our reasonable control or the capabilities of the In-Car Device.

The transmission and receipt of data is dependent upon mobile telecommunications services and you acknowledge that this service may be interrupted, circumvented or compromised.

If transmission of data is affected in the manner described in this paragraph, this does not necessarily mean the In-Car Device is defective. However, we will make reasonable efforts to rectify the problem with such transmission where it is possible for us to do so. Please refer to the policy to understand the impact of failure of transmission of data by the In-Car Device upon charges made under the policy.

4. If, during the Warranty Period, the In-Car Device is suspected by us to be defective, we will contact you and make all reasonable endeavours to repair or (at our option) replace the In-Car Device free of charge. If during the Warranty Period you suspect the In-Car Device to be defective for any reason please notify us as soon as possible to enable us to investigate and if necessary to repair or (at our option) replace the In-Car Device in your vehicle free of charge.

We reserve the right to use materials manufactured from new, refurbished or serviceable used parts of satisfactory quality in the provision of, repair or replacement of the In-Car Device. The replacement In-Car Device and/or parts will be functionally equivalent to the replaced In-Car Device and/or parts.

In the event that we are unable to repair or replace the In-Car Device or fail to do so within a reasonable period of time (unless the reason for failing to do so within a reasonable time period was because you were unable to agree a suitable date for our installer to visit your vehicle to inspect the defective In-Car Device), you may request us to remove the In-Car Device from your vehicle, free of

charge. (Please refer to the policy to understand the impact of de-installation of the In-Car Device on charging and/or insurance cover under the policy.)

This warranty does not apply to any item which is part of your vehicle and which is used to enable operation of the In-Car Device and/or in conjunction with it (e.g. vehicle battery) as such items are your responsibility to maintain in good working order. You accept that the In-Car Device uses the battery power supply and so there may be a small drain on your battery even when the vehicle is not being used.

Any In-Car Device repaired or replaced by us will have the benefit of the warranty for the remainder of the Warranty Period.

5. The installation service provided is guaranteed during the Warranty Period against faulty workmanship and/or materials. During this period any faulty materials or workmanship will be rectified free of charge. In the event that we are unable to rectify or replace faulty materials we will make a proportionate refund to you.
6. We reserve the right to replace the In-Car Device at any time with any other In-Car Device providing you with at least the same functionality at our option and expense. This will enable us to ensure the In-Car Device is updated if there are technological changes or improvements. We will only exercise this right:
  - when replacing a defective In-Car Device; or
  - when installing an In-Car Device in your new vehicle (following a change of vehicle on your policy); or
  - by providing you with at least 21 days' notice of our intentions prior to your policy anniversary and only then if the In-Car Device is over 3 years old.

#### **IMPORTANT NOTES RELATING TO GUARANTEES**

- These guarantees do not confer any rights other than those expressly set out above and should be read in conjunction with the section entitled "Exclusions of Liability" in these Conditions of Use.
- These guarantees are offered as an extra benefit during the period in which you are a

Policyholder and do not affect your statutory rights as a consumer.

- These guarantees will no longer apply from the date that you cease to be a Policyholder.
- These guarantees will not apply in the event that the In-Car Device has been tampered with or removed from the vehicle by any party not authorised by us to do so. (Please refer to the section entitled "Tampering" in these Conditions of Use.)

## Late Cancellation of Appointment

If you do not present your vehicle at the time and location as agreed with us or our installers for the installation or de-installation of the In-Car Device or cancel your appointment for the installation or de-installation with us at less than 24 hours notice then we reserve the right to charge you up to £45 for the costs we incur as a result. These charges may be waived by us in exceptional circumstances.

## Exclusions of Liability

We will be responsible for losses you suffer as a result of us breaching these Conditions of Use if the losses were reasonably foreseeable to both you and us when we provided you with the In-Car Device.

We will not be responsible for any loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure or any other indirect or consequential loss that was not reasonably foreseeable to both you and us when you ordered the In-Car Device from us.

We do not accept any liability for physical damage or damage to your vehicle during or as a result of de-installation of the In-Car Device unless this has been caused by our negligence.

To avoid doubt, please note that we will not accept any liability whether under warranty or otherwise, for any loss or damage arising as a result of wilful damage, neglect, subject to abnormal conditions, failure to follow our instructions (whether oral or in writing), misuse, alteration, de-installation or re-siting of the In-Car Device without our approval, or any act or omission on your part or the part of any third party.

Any exclusion of liability in these Conditions of Use does not apply in respect of death, personal injury or damage to physical property caused by negligence,

or breach of duty under these Conditions of Use, on our part or on the part of our agents or service providers or as expressly provided for in these Conditions of Use.

## Limitations of Liability

In any event, any liability we incur under these Conditions of Use shall be limited to no more than two hundred pounds (£200), except that this shall not apply in the event of any liability arising in connection with death, personal injury or damage to property caused by our negligence or that of our agents or service providers, in which case the amount of damages which may be claimed shall be unlimited.

## Complaints

Every attempt is made to ensure that each In-Car Device is installed to the highest possible standard. However, should you have reason for dissatisfaction regarding any of the procedures undertaken to install, service or de-install the In-Car Device, please call us in the first instance on 0800 068 6985.

If following this we have been unable to resolve the matter to your satisfaction and you would like to ask us to relook at your complaint, please communicate this to us in writing at:

**Norwich Union "Pay As You Drive"™ insurance,  
PO Box 921, Sheffield S1 2GU**

or by email to:

**[payasyoudrive@norwich-union.co.uk](mailto:payasyoudrive@norwich-union.co.uk)**

## Change of Vehicle

Should you wish to change your vehicle and retain your policy please notify us as soon as possible of the intended change. Please refer to your policy to understand the impact of changing your vehicle on the insurance cover and charges under your policy.

To notify us of your change of vehicle and discuss in more detail your options in relation to the In-Car Device (as outlined below) please call us on 0800 068 6985.

The In-Car Device will remain in the vehicle in which it is currently installed and we will deactivate it and cease collecting vehicle usage data. You may then arrange with us for a new In-Car Device to be installed in another vehicle which is to be insured under your policy.

We will charge a fee of up to £95 to install a new In-Car Device in your new vehicle.

Please note the conditions stated in the section entitled "Installation" in these Conditions of Use also apply to installation of an In-Car Device due to a change of vehicle.

## Taxes

Any charges payable to us under the Conditions of Use will be inclusive of any applicable taxes at the rate prevailing on the effective date of the charge.

## Health and Safety

The In-Car Device uses telecommunications services, similar to a mobile phone, to transmit the data to us and if you call us for assistance using the Assistance Button. It is advised that if you use any medical equipment such as a hearing aid, pacemaker or any internal electronic equipment you, or where appropriate the wearer, should seek the advice of the appropriate manufacturer to ensure it is shielded from the minor amount of RF (radio frequency) energy that the In-Car Device produces during normal use.

In the unlikely event you have any concerns about the safety of the In-Car Device please contact us immediately on 0800 068 6985.

## Tampering

You will not, nor will you permit any other person to, tamper with, dismantle, remove SIM card, relocate or make any alterations, additions or improvements to any part of the In-Car Device. To avoid doubt, please note you must not disconnect the battery power supply (even if you do not intend to drive your vehicle for a long time).

Whilst you are a Policyholder, no one other than us and/or our agents or service providers may install, de-install, modify or repair the In-Car Device.

Please note that tampering with the In-Car Device will invalidate your warranty and breach the Conditions of Use. If following an investigation you or anyone else is found to have tampered with the In-Car Device you will be required to pay for any reasonable costs we have incurred including de-installing, repairing or replacing the defective In-Car Device or parts thereof.

Please refer to your policy to understand the impact of tampering with the In-Car Device on the insurance cover under your policy.

## Damage to the In-Car Device as a Result of Accidental Damage to or Theft of Your Vehicle

It is your responsibility to insure the In-Car Device against all risks for its full replacement value (including installation) of £300. Whilst the vehicle in which the In-Car Device is installed is insured under your policy the In-Car Device will automatically be insured under your policy. If you decide to insure your vehicle elsewhere you may wish to check with your new insurer that they will provide cover for the In-Car Device.

If you make a claim under your policy for damage to or loss of the In-Car Device whilst installed in your vehicle and we agree to meet this claim, we will repair (or at our option) replace the In-Car Device subject to the terms and conditions of your policy.

Please also refer to your policy regarding the immediate actions you should take to notify the police and us in the event that your vehicle is stolen.

In the event of theft of your vehicle we will attempt to locate and recover your vehicle as detailed in your policy. Your agreement to hire the In-Car Device from us does not create any obligation on us in the event of theft to attempt to locate, track or recover your vehicle.

The In-Car Device is not classed as vehicle tracking equipment and should not be viewed by you as such. If you require vehicle tracking equipment please ask us to provide you with details of the stolen vehicle tracking service, provided by Smartnav, which they may make available to our Policyholders from time to time.

We may terminate the Conditions of Use if you fail to observe the provisions contained in the Conditions of Use.

## Subcontracting

We may subcontract or assign performance of our obligations stipulated within this contract to third party representatives or agents as we in our sole discretion decide.

## Smartnav Provided Services

Smartnav will provide to you or any user of your vehicle the following services as set out in these Conditions of Use whilst the vehicle in which the In-Car Device is installed is insured under your policy:

- Accident, Emergency and Breakdown Service; and
- Safe Speed Trial Service; and
- Smartnav Navigation Trial Service; and
- Congestion Charging Zone Trial Service.

Additional services may be purchased from Smartnav, however, these will be covered under separate terms and conditions.

## General Conditions Applying to the Smartnav Provided Services

These services are provided to you, by Smartnav, whilst the vehicle in which the In-Car Device is installed remains insured under your policy.

Smartnav will use reasonable endeavours to provide these services 24 hours a day, 365 days a year, within mainland Great Britain only.

These services are not available overseas and within mainland Great Britain are dependent upon mobile telecommunications and other technology services which may be impaired or interrupted by operational and/or atmospheric conditions, power failures, or other causes, conditions or events beyond Smartnav's reasonable control or the capabilities of the In-Car Device. You acknowledge that this service may be interrupted, circumvented or compromised.

When accessing these services, the Assistance Button must not be used in any way which would or may affect the ability of the driver of the vehicle to drive safely and in accordance with the law. You or any user of your vehicle should only use the Assistance Button to :-

- access the Accident, Emergency and Breakdown Service or Smartnav Navigation Trial Service, or
- disable the Congestion Charging Zone Trial Service, or
- discuss subscription options with the Smartnav Control Centre,

when it is safe to do so.

(For example, if your vehicle has broken down on a motorway you may prefer to leave your vehicle and call for help instead from an emergency phone.) For security reasons and training, Smartnav may record telephone calls between you and Smartnav.

Smartnav can track your vehicle to provide these services.

Smartnav may terminate any of these services, with immediate effect on written notice, if in the opinion of Smartnav:

- you persistently raise false alarms in circumstances where genuine emergency or breakdown conditions do not exist
- you have abused the service and/or breach the fair use policy and/or abuse any of the Smartnav personnel.

## Accident, Emergency and Breakdown Service

You may request the Accident, Emergency and Breakdown Service by pressing the Assistance Button. Upon receipt of the call the Smartnav Control Centre will use reasonable endeavours to provide the relevant information to the emergency service and put you through to your chosen breakdown service provider or Norwich Union Accident and Claims Helpline as required by you.

You acknowledge that nothing in this Agreement shall oblige the emergency or breakdown services to take action and Smartnav cannot be held responsible for action or omissions of the emergency or breakdown services.

For the avoidance of doubt, please note the Accident, Emergency and Breakdown Service does not provide you with breakdown cover. The service enables Smartnav to establish quickly your exact location using the In-Car Device. Smartnav will then pass your details and location onto your chosen breakdown service provider who will provide you with the required breakdown assistance. (If you do not have breakdown cover please contact Norwich Union to upgrade your policy to include Norwich Union Rescue Cover by calling 0800 068 6985.)

## **Trial Services (not applicable to existing Smartnav customers)**

After your free trial has ceased you may contract (via a separate agreement) with Smartnav to receive these services.

Please note the Congestion Charging Zone alerts cannot be requested in isolation. This service is only available in conjunction with the Smartnav Navigation subscription.

Please call Smartnav on 0870 460 5681 or press the Assistance Button for further details.

## **Smartnav Navigation Trial Service**

The Smartnav Navigation Trial Service is available to you for the first 30 days following First Installation Date. Routes can be requested via the Assistance Button.

Routing instructions do not allow for vehicles of abnormal length, height, width and weight and neither Norwich Union nor Smartnav will accept any liability for damage or loss incurred as a result of use in such vehicles.

## **Congestion Charging Zone Trial Service**

The Congestion Charging Zone Trial Service is available to you for the first 30 days following First Installation Date.

During the trial period, or should you choose to subscribe when your trial has come to an end, your In-Car Device alerts any user of your vehicle when they are approaching, entering or leaving the Congestion Charging Zone in central London, even if the charging period is not operational.

Should you wish to discontinue receiving these alerts, simply press the Assistance Button and speak to the Smartnav Control Centre.

## **Safe Speed Trial Service**

The Safe Speed Trial Service is available to you for the first 30 days following First Installation Date.

Users of your vehicle remain at all times responsible for observing all relevant laws and codes of safe driving. Neither Smartnav nor Norwich Union will be liable for any fine, penalty or punishment issued to any user of the vehicle.

Smartnav will make all reasonable efforts to ensure the accuracy and completeness of the database of fixed safety camera sites, but does not warrant the accuracy or completeness of this database.

Smartnav will not be liable to any user of the vehicle should any changes occur to legislation which might prevent the use of the Safe Speed Trial Service.

Norwich Union Insurance Limited. Registered in England Number 99122. Registered Office: 8 Surrey Street, Norwich NR1 3NG  
Authorised and regulated by the Financial Services Authority. All calls to us or Smartnav or our installation network (including calls made using the Assistance Button) may be monitored or recorded.

<sup>1</sup>Norwich Union Insurance Limited is licensed under European patent application nos. 97964096.1 and 01303501.9 by Progressive Casualty Insurance Company, USA and is proprietor of European patent (UK) no. 0700009.