

Notice to Policyholder

v11.2021.001

Changes to Your Insurance Policy Terms

Thank you for choosing Aviva as Your insurer. This notice should be read as one document with your policy wording and The Schedule as together they will form part of your contract of insurance.

This notice advises you of changes to your policy which will take effect from your renewal/inception date as shown on The Schedule.

Please ensure you read the changes carefully (together with your policy wording) and keep them together with your other policy documents.

Where clauses have been restated below, any limits stated in The Schedule or elsewhere in the wording, have been restated as specified below.

Policy Definitions

The following policy definitions have been added.

Advanced Driver Assisted Systems/ADAS

Integrated in-vehicle intelligent safety systems including, but not limited to, those designed to reduce the frequency and/or severity of accidents.

Automated Vehicle

Any motor vehicle manufactured, designed or adapted to be capable of safely driving itself and is listed as an automated vehicle under the Automated and Electric Vehicles Act 2018

Automated Driving Mode

Any vehicle operating mode in which the vehicle is driving itself as defined in the Automated and Electric Vehicles Act 2018 or Road Traffic Acts

Computer System(s)

*Any computer, hardware, **software**, applications, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.*

Cyber Act

*A deliberate unauthorised, malicious or criminal act or series of acts, regardless of time and place which Involves access to, processing of, use of, or operation of any **computer systems** and is intended to create, or to have the effect of creating an outcome which includes but is not limited to denial of access, threat, deception, hoax or extortion.*

Data

*All information, which is electronically stored, recorded, transmitted or represented, or contained in any formats, materials or devices used for the storage of data including but not limited to operating systems, records, programs, **software** or firmware, code or series of instructions, facts, concepts, code or any other information of any kind.*

Safety Critical Software

*Any **software** which without being installed or updated would make it unsafe to use the vehicle.*

Software

*Any **software**, **safety critical software**, firmware, operating systems, electrical control systems, **data**, data storage materials, telecommunication links or any reliance on recognising, using or adopting any date, day of the week or period of time, other than the true or correct date, day of the week or period of time*

Section II Liability to Third Parties

Exclusions to Section II of your policy

A new exclusion has been added.

- (7) any claim where the **motorhome** is an **automated vehicle** and at the time of an accident is being driven or used in **automated driving mode** and **you** or any other person entitled to indemnity under this policy:
- (a) has made, or has permitted alterations to any **software** which relates to functioning of the vehicle as an **automated vehicle**, except those made available by and/or approved by the vehicle manufacturer
 - (b) has failed to install or to permit the installation of any **safety critical software** updates relating to the functioning of the vehicle as an **automated vehicle** which **you** or a driver permitted by **you** ought reasonably to have known that failure to install such software could compromise the safety of the vehicle
 - (c) ought reasonably to know or to reasonably assess that it was not appropriate to do so.

general exclusions

Two new exclusions have been added.

- (10) any consequence whatsoever which is directly or indirectly, wholly or in part, the result of, caused by, arising from or in connection with any **cyber act** except to the extent that **we** must provide cover under the **Road Traffic Acts**.
- (11) any consequence whatsoever resulting directly or indirectly from or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data** except to the extent that **we** must provide cover under the **Road Traffic Acts**.

general conditions

Please review your documents to see how these changes impact you:

We have amended Your duty to prevent loss or damage.

The following condition is amended and restated as follows:

Your duty to prevent loss or damage

You must at all times:

- (a) take all reasonable steps to safeguard the **motorhome** from damage
- (b) maintain the **motorhome** in a roadworthy condition
- (c) allow **us** free access to examine the **motorhome**.
- (d) maintain any **advanced driver assisted systems** and their components in accordance with the original vehicle manufacturers technical specifications
- (e) take reasonable steps to ensure that any **advanced driver assisted systems** are in full working order following an incident involving the **motorhome** where **you** knew or should reasonably suspect that the functionality of such systems may have been compromised or become ineffective.
- (f) install any **safety critical software** updates made available by and/or approved by, the original vehicle manufacturer of the **motorhome** that **you**, the driver or any occupant of the **motorhome** ought to reasonably be aware of
- (g) only ever modify, install, or permit the installation or alteration of the vehicle's Software that is made available by and/or approved by the original vehicle manufacturer of the **motorhome**.