

## Telematics Program Terms & Conditions

This AGREEMENT is made between the named insured ("you" or "your") and Liberty Mutual Insurance Company, a Massachusetts corporation, located at 175 Berkeley Street, Boston, Massachusetts for itself and the benefit of its affiliates meaning any entity under common management and control with Liberty Mutual Group Inc., including those companies operating as Safeco Insurance (collectively "The Companies" or "we"). The Companies offer several programs that use certain data to adjust insurance premiums, including but not limited to RightTrack® and Rewind® (collectively "Programs".) This agreement governs your enrollment in the Program, including but not limited to access to information stored on a third-party website and your use of any technology required to enable the collection of certain data. ("Technology").

By participating in the Program, you are expressly permitting Companies to collect and transmit your data through the Technology. A list of the data collected can be viewed on [this Site](#). Your policy premium may be adjusted based on data collected during the Review Period.

Participation in the Program is voluntary. If you do not agree with these Terms and Conditions, then you should not participate in the Program. Your consent to these Terms and Conditions is shown by your signature. To consent, you must be a Named Insured on the policy and have the authority to express consent for all rated drivers, vehicles and operators. These Terms and Conditions apply to all vehicles and all drivers on your policy, whenever added. Your ongoing use of the Technology indicates your acknowledgement and acceptance of these Terms and Conditions.

You also agree that the data collected and the policy adjustment made as a result of that data may apply to your policy, including any endorsements or changes to your policy, for example, changes to named insureds or insured vehicles.

### REVIEW PERIOD

The Review Period will begin on the date you install, activate or register the Technology. You are required to properly install, activate or register the Technology in order to participate in the Program. The final discount will be applied to the vehicle after a Review Period of approximately 90 days.

### PREMIUM ADJUSTMENT

By participating in the Program, your policy premium may reflect an adjustment based on your collected data.

### USE OF DATA AND PRIVACY

The Companies value and respect your privacy. Neither we nor our service providers will share personally identifiable data collected with any third party except to service your auto policy, for research, or as required by law. We and our service providers may retain the collected data indefinitely, subject to state requirements. We and our service providers may use the data on an aggregated basis for research purposes and we reserve the right to collect data as long as the Technology is in use. The data we collect shall not affect either policy cancellation or nonrenewal.

### USE OF TECHNOLOGY

You agree that you will not destroy, alter, disassemble, duplicate, clone, or otherwise tamper with the Technology, nor will you attempt to reverse engineer the firmware, software, or source code.

Use of the Technology may result in smartphone wireless carrier data charges. You are responsible for all data charges associated with the use of the Technology.

### RETURNING THE TECHNOLOGY

If the Technology involves the use of a physical device the following applies. Failure to return the Technology in good working condition (normal wear and tear excepted) may result in a fee to recover its cost.

#### **PROGRAM ELIGIBILITY**

Program eligibility is contingent upon your providing a valid email address or other contact information approved by the Companies, signature/acknowledgment of these Terms and Conditions, and proper installation, activation or registration of the Technology.

#### **ENROLLMENT CHANGES**

At your request, you can be re-enrolled in the Program once per policy term and the new premium adjustment may supersede the prior premium adjustment.

Enrollment may be cancelled if we do not receive enough information to properly derive a premium adjustment. Enrollment may also be cancelled if there is evidence of tampering with the Technology or evidence of frequent disablement of the Technology. We reserve the right to remove any premium adjustment or bar you from future participation in the Programs if we uncover evidence of tampering or frequent Technology disablement.

#### **OTHER TERMS**

The Companies will not assume any liability for damages caused by the Technology. Further, we shall not be liable for any indirect, incidental, consequential, special, punitive, exemplary or other damages arising out of or in any way related to the Technology or the Program, including without limitation, damage for bodily injury, lost wages, or damage to your smartphone, other vehicles or property, caused by or resulting from the installation, activation or registration of the Technology. Nor are we liable for the unauthorized disclosure or use of the information collected by the Technology, or actions or inactions, of any third-party vendor.

You agree to defend, indemnify and hold the Companies and our service providers/third-party vendors harmless for any and all liability, loss, claims, costs and expenses whatsoever arising from your use of the Technology.

In the event this limitation of liability is held to be inapplicable or unenforceable for any reason, in whole or in part, then our aggregate liability for any reason and upon any cause of action arising out of or in any way related to the Technology shall be limited to direct property damage to the vehicle in which it is installed. Our failure to exercise or enforce any right or provision of this agreement shall not constitute a waiver of such right or provision.

#### **UPDATING PROGRAM TERMS AND CONDITIONS**

We reserve the right to modify or discontinue the Program with or without notice to you. If we discontinue the Program, you must cease use of the Technology.

We will send an email notification when changes to the Terms and Conditions are made. If you continue to use the Program after notification, you will be considered to have accepted, and to have agreed to be legally bound by, such changes.

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