

## **Esurance Insurance Company DriveSense® Program Agreement**

Welcome to the Esurance DriveSense program. DriveSense is a voluntary program designed by Esurance Insurance Company (“Esurance”) to improve driver safety and self-awareness. Through your use of Esurance approved data collection technology, Esurance provides discounts and services based on your driving performance and preferences.

The premise of DriveSense is to provide a discount on the auto insurance policy to customers who exhibit safe driving behaviors. Data is collected through the DriveSense mobile application installed on a compatible mobile device. A participant downloads the DriveSense mobile application and may earn a percentage of the policy’s premium as a discount based on driving performance data recorded by the DriveSense Mobile application.

### **DriveSense Participation Requirements**

In order to participate in DriveSense, you must: (1) be an operator listed on the policy; (2) take all of the appropriate steps necessary to ensure a sufficient amount of driving data is recorded as outlined in this document; (3) provide an active and valid email address for yourself and/or all enrolled drivers to ensure proper communication. Esurance reserves the right to amend, modify, waive, or supplement these terms, or terminate your DriveSense participation at any time and for any reason.

**Enrollment in DriveSense is dependent on our receipt of driving performance data, so you must accept and comply with the terms of any agreement that governs the method of recording data such as the DriveSense Terms of Service in order to participate in DriveSense.**

### **Eligibility Requirements**

At least one driver must be fully enrolled to qualify for any DriveSense benefits. In the event that an enrolled driver is added or replaced, you are responsible for notifying Esurance and taking the necessary steps to ensure proper data recording, as defined below. Any delay in these steps may impact your eligibility for the DriveSense discount.

#### *DriveSense Mobile Application Program Eligibility*

To be eligible to receive a discount through the DriveSense mobile application program, a driver must:

1. Be a listed operator on the policy;
2. Provide a valid and active email address and phone number;
3. Have a compatible personal device, such as a smartphone, and install the DriveSense mobile application;
4. Accept the Terms of Service of the DriveSense mobile application;
5. Enable location services on the phone;
6. Keep the DriveSense mobile application on the phone and eligible to run in the background; and
7. Record a minimum of 50 trips throughout the performance cycle.

## **The DriveSense Discount**

### *Discount Calculation*

You may qualify for a performance discount every six months based on your driving performance, provided that you have taken at least 50 trips within the time period evaluated. The performance discount will be applied to the next term's premium, so you must renew your policy with Esurance to receive the benefits of the program. The performance calculation takes into account the proportion of qualifying drivers to the total number of drivers listed on the policy. You may only earn the maximum discount if all drivers are enrolled in the program. Your performance discount may vary from one period to another based on aggregate driving performance. Changes to your policy affecting the amount of total policy premium may also impact the amount of your discount.

For each driver enrolled, DriveSense uses up to 12 months of driving performance data (on a rolling calendar basis) to apply the performance discount on your policy. To determine the performance discount, we look at driving behaviors such as speed, braking and the time of day when you drive. We may periodically update the driving behaviors we consider in calculating the discount as we gather more information about how driving behavior relates to safety. A list of driving behaviors we currently look at to calculate any discounts is available at [www.Esurance.com/legal/car/drivesense](http://www.Esurance.com/legal/car/drivesense).

## **Auto Policy Updates and the Impact to DriveSense**

You are responsible for notifying Esurance of any changes to vehicle, operator, or contact information.

## **How Esurance Receives DriveSense Data**

Esurance enters into arrangements with other companies to obtain driving information to administer DriveSense. The company administering the DriveSense program receives your driving data which may be analyzed or scored by that company in order to provide discounts or services based on safe driving behavior. The agreement which governs the collection of driving information describes how that data is collected and used by the collecting company. All vendors supporting the DriveSense program adhere to the strict privacy and data security standards within Esurance protocol.

If you have questions about how your DriveSense data is gathered or no longer wish to have your data collected or shared with Esurance, contact (888) 974-3543 to un-enroll from the DriveSense program.

## **How Esurance Uses DriveSense Data**

Esurance receives the driving performance data for each participating operator and will provide you with savings as part of your auto insurance policy in accordance with the rules and rates on file with the state insurance department where your vehicle is garaged. Data may be retained indefinitely. Driving data used to calculate the performance score can be viewed through the DriveSense Mobile application. We may provide your DriveSense data to insurance regulators to support rate or other insurance related filings. Esurance, at its discretion, may also review DriveSense data as part of its investigation of an automobile accident. Additionally, Esurance may use your DriveSense data to improve our insurance pricing and underwriting models.

## **Tampering**

You may not tamper (alter, modify, change, disassemble, reverse engineer, copy, or duplicate in any manner) with the DriveSense mobile application or any other technology used to gather the DriveSense data. When detected, you may be removed from any or all discount and service offerings in which you are participating, and you may forfeit any discounts or offerings owed to you at the time of tampering. In addition, you may be subject to legal action and denied future participation in any Esurance program or offerings.

**Ending Participation in DriveSense**

You can cancel your participation in DriveSense at any time by notifying an Esurance representative at 1-800-ESURANCE. The program may be terminated if you uninstall the application. A driver that has voluntarily withdrawn may be permitted to re-enroll in DriveSense.

**DriveSense Support**

If you have any questions, comments, or concerns about the DriveSense program or how it applies to the policy, you can contact the Esurance DriveSense customer team at (888) 974-3534.



# Personal Automobile Insurance Application

**Named Insured and Mailing Address**

**Insurance Company**

650 Davis Street  
San Francisco, CA 94111

Email:  
Phone #1:  
Phone #2:  
Garaging Town:  
Garaging Address:

Purchase Channel:

Policy Number	Purchase Date	Effective Date	Expiration Date
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This policy is effective at 12:01 AM on the effective date shown or the time the policy was purchased, whichever is later.

Vehicle Information			
Veh #	Year	Vehicle Description	Assigned Driver

You have indicated that all vehicles shown on this application are garaged at the same location in the Garaging Zip code shown above.

Veh #	Ownership Status	1 <sup>st</sup> Owner	Years Owned/Leased	Primary Use
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Veh #	Vehicle Identification Number	Annual Mileage	Anti-Theft
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Note: We do not insure vehicles that have salvaged, rebuilt or restored titles.

Loss Payees, Additional Insured – Lessor, and Lien Holder Information					
Veh #	Name	Address	City	State	Zip

**Personal Automobile Insurance Application Continued...**

<b>Driver and Resident Information</b>				
<b>Driver #</b>	<b>First Name, Middle Initial, Last Name</b>	<b>SSN</b>	<b>Residence Insurance</b>	<b>Time at Residence</b>

<b>Driver #</b>	<b>Gender</b>	<b>Date of Birth</b>	<b>Marital Status</b>	<b>Relationship to Policy Holder</b>	<b>Primary Residence</b>	<b>Good Student</b>
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<b>Driver #</b>	<b>Drivers License # and State</b>	<b>Age Licensed</b>	<b>Driver Status</b>	<b>SR22</b>
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<b>Driver #</b>	<b>PayPal</b>	<b>Group Marketing</b>	<b>ERS</b>	<b>Driver Training Program</b>	<b>DriveSense® Discount</b>
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You, your spouse, all members of your household 14 years or older and all regular or occasional drivers of the vehicles described in this Application are listed above.

<b>Auto Accidents and Violations</b>			
<b>Driver #</b>	<b>Any major violations, accidents or claims in the last 5 years?</b>	<b>Any speeding tickets or other minor violations in the last 3 years?</b>	<b>Any DUIs or DWIs in the last 6 years?</b>

Have all drivers in the household been claim free for the past 5 years, your insurance policy been in force continuously with no lapse, and at least one driver has 5 or more years of continuous driving experience? \_\_\_\_

Accident and claim free means: None of the drivers in the household have had an accident and have not submitted any claims, including Comprehensive claims of \$1,000 or more, in the last 5 years.

<b>Customer Disclosed Auto Accidents and Violations</b>		
<b>Driver #</b>	<b>Type</b>	<b>Description</b>

**Personal Automobile Insurance Application Continued...**

<b>Automobile Insurance Coverage</b>		
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<b>Liability Coverages</b>	<b>Limits</b>	<b>Deductible</b>
Bodily Injury to Others		
Optional Bodily Injury to Others		
Property Damage		
Personal Injury Protection		
Medical Payments		
Uninsured Motorist Bodily Injury		
Underinsured Motorist Bodily Injury		

<b>Vehicle Coverages</b>	<b>Vehicle 1</b>	<b>Vehicle 2</b>	<b>Vehicle 3</b>	<b>Vehicle 4</b>
	Limit/Deductible	Limit/Deductible	Limit/Deductible	Limit/Deductible

Comprehensive Coverage				
Collision Coverage				
Limited Collision Coverage				
Towing and Labor Coverage				
CarMatch Rental Coverage®				
Custom Parts and Equipment Coverage				
Auto Loan/Lease Coverage				

<b>Prior Insurance Information</b>				
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<b>Current Insurance</b>	<b>Lapse Time</b>	<b>Years Insured</b>	<b>Prior BI Limits</b>	<b>Deductibles</b>
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<b>Prior Carrier</b>	<b>Expiration Date</b>	<b>Prior Premium</b>
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You may be required to provide proof of insurance with your current insurance carrier which clearly indicates the coverage period and your current liability coverage limits. Your failure to provide the required documentation may result in an increase in your premium.

## Terms and Conditions Agreement

Welcome to Esurance! We greatly appreciate your business. Please read this Terms and Conditions Agreement (this "Agreement") carefully.

As used in this Terms and Conditions Agreement ("Agreement"), "we," "us," and "our" refer to Esurance Insurance Company. "You" and "your" refer to the named insured(s) identified in the application for insurance ("Application"), and any spouse of the named insured who resides in the same household. "Insurance Policy Documents" collectively refers to your Application, this Agreement, and all forms, endorsements, and notices issued to you by us, including any electronic communications.

By completing the Application and checking the box next to the final acceptance agreement (titled "Closing Agreement") at the end of the Application, you : (i) declare that you have read and completed the Application on your own; (ii) declare that the Application has not been completed by any other individual, including an insurance agent, broker, consultant, or representative, even if you have consulted with any such persons; (iii) agree to all of the terms and conditions contained herein; (iv) declare that the statements contained in the Application are true to the best of your knowledge; (v) agree to pay any applicable charges resulting from inaccurate statements in the Application; (vi) acknowledge that your insurance policy ("Policy") may be rescinded, reduced or canceled and a claim may be denied if the Application contains any false information or misrepresentation, or if any information that would affect our underwriting decision has been omitted or misrepresented; (vii) declare that you have listed all drivers in your household, including any regular or frequent operators of the vehicle(s) described in the Application; (viii) declare that you have described any business or commercial use of your vehicle(s) in the Application; and (ix) agree that no coverage will be bound if your financial institution does not honor, or we do not receive, your payment.

### Disclosure of Fees

#### Installment Fee

You may be charged an Installment Fee, as allowed by your state, if you elect to pay your premium in installments.

#### Late Payment Fee

You may be charged a Late Payment Fee of \$15.00 for each payment that is not received by the payment due date.

#### Finance Company Notification Service Fee

You may be charged a nonrefundable Finance Company Notification Service Fee of \$3.00 for each financed or leased vehicle listed on the Application.

#### Driver Filing Fee

You may be charged a Driver Filing Fee of \$25.00 for each driver who requires a proof of financial responsibility filing.

#### Paper Documents Fee

You may be charged a Paper Documents Fee of \$25.00 for electing to receive paper copies of Insurance Policy Documents that we would otherwise provide to you electronically.

#### State-Required Fees

You will be charged for fees as required by your state, if any.

### Cancellation for Non-Payment of Premium

To keep your Policy current and avoid cancellation, your payment must be received by its due date. We do not accept partial payments of the invoiced amount. If your full payment for the invoiced amount is not received by the due date, a Late Payment Fee will be charged to your account. Any unpaid premium may result in the cancellation of your Policy, in which case a cancellation notice will be mailed to the address shown on your Policy.

### Release of Information Contained in Devices

If your insured vehicle is equipped with an Event Data Recorder, mileage verification device, or any similar device capable of providing information relevant to the rating of your Policy or settlement of a claim, you hereby consent to the release of information from that device to us and to any persons or entities working with us, subject to any applicable state law. You also agree to fully cooperate with us when dealing with any third party to facilitate the timely release of information contained on the device to us.

## **Notice of Insurance Practices and Use of Consumer Reports**

Personal information about you may be collected from persons other than you. Such information, as well as other personal and privileged information collected by us or our agents, may, in certain circumstances and as permitted by law, be disclosed to third parties. You have the right to review your personal information in our files and request the correction of any inaccuracies. More information about your rights and our practices regarding your personal information is available upon request.

In order to evaluate your eligibility for insurance coverage with us and to determine the correct premium to charge you, we order one or more reports provided by state agencies. However, we do not order credit reports nor do we base rates on credit scores. The reports we do order are necessary to verify information that you have provided us. Examples of reports include, but are not limited to, a Motor Vehicle Report (MVR), an insurance claim history report, and, where allowed by law, an investigative report. All reports are impartial statements of fact and are kept strictly confidential. The information we obtain will be used only for business purposes and to ensure that each applicant is evaluated fairly. Future reports may also be used for an update, renewal, extension, cancellation, or non-renewal of your insurance coverage. Upon request, we will provide you with the name, address, and telephone number of any state agency that furnishes us with your report.

## **Electronic Transactions**

The Electronic Signatures in Global and National Commerce Act of 2000 requires us to ask you for your consent to electronic transactions, including providing you with Insurance Policy Documents electronically. If you consent, you will receive all of your Insurance Policy Documents from us electronically, as permitted by law. Insurance Policy Documents in electronic format will have the same contractual force and effect as Insurance Policy Documents in paper format.

If you consent to electronic transactions, including receiving Insurance Policy Documents electronically, you may withdraw your consent at any time and begin receiving Insurance Policy Documents in paper format. In addition, you may request paper copies of your electronic Insurance Policy Documents at any time. However, the Paper Documents Fee set forth in the "Disclosure of Fees" section above may apply if you: (i) do not consent to electronic transactions, including receiving Insurance Policy Documents electronically; (ii) withdraw your consent to electronic transactions, including receiving Insurance Policy Documents electronically; or (iii) request to receive paper copies of your electronic Insurance Policy Documents. If you elect to receive paper copies of Insurance Policy Documents, you may, at any time, request and consent to electronic transactions, including receiving Insurance Policy Documents electronically. Please call us at 1-800-ESURANCE (1-800-378-7262) for any such withdrawals or requests.

Before you give your consent to electronic transactions, including receiving Insurance Policy Documents electronically, please be aware that, in order to access Insurance Policy Documents electronically, you must have: (i) a computer capable of connecting to the Internet; (ii) an Internet Service Provider; (iii) a browser capable of viewing our Web site; (iv) an email service account that allows you to read, write, and send email; and (v) the ability to use hyperlinks to access other Web sites (collectively referred to as the "Technical Requirements"). You must have the Technical Requirements to download, display, print, and retain Insurance Policy Documents in Adobe Portable Display Format. Once you purchase your Policy, you will be given the opportunity to download a free copy of Adobe Reader so that you can view Insurance Policy Documents in Adobe Portable Display Format. If you do not have the Technical Requirements, you cannot receive Insurance Policy Documents electronically.

To access your online account, go to [www.esurance.com](http://www.esurance.com) and log in to your account with the email address and password you provided when you created or updated your account. Your Insurance Policy Documents will be accessible through your online account. To print any of your Insurance Policy Documents from your online account, click the "print" button located on the page or in your browser frame. To download and save any of your Insurance Policy Documents to your computer, open the insurance policy document by clicking on its hyperlink or icon and follow Adobe Reader's directions for downloading and saving documents.

## **Cell Phone Policy**

You agree that you are providing your express consent to receive calls and text messages on your cellular telephone, and on any other device on which you may receive calls or text messages, from Esurance, its agents, affiliates and service providers that are placed using an automatic telephone dialing system or using artificial or prerecorded voice messages.



## Updating Your Contact Information

You must notify us of any changes to your email address, mailing address, or telephone number by updating your online account with your new contact information, calling our customer service center at 1-800-ESURANCE (1-800-378-7262), or by sending an email to [support@csr.esurance.com](mailto:support@csr.esurance.com).

## Massachusetts Disclosure

You understand that Massachusetts law requires that every insurer offer twelve-month term private passenger motor vehicle insurance policies at the customer's option. A six-month term policy is shorter than a twelve-month term policy. If this policy is for a six-month term, the premium is half as much as the premium for a twelve-month term policy that starts on the same initial effective date. The renewal premium for each additional six-month term will be based on the rates in effect for the insurance company on the renewal effective date.

## Consent to Transact Business Electronically.

By checking the agreement box below (directly below this paragraph), you: (i) agree to transact business electronically through our Web site and by email to, among other things, purchase your Policy, make payments, receive Insurance Policy Documents, renew and terminate your Policy, and send to us and receive from us communications related to your Policy; (ii) unless otherwise indicated, agree to accept all Insurance Policy Documents electronically in lieu of delivery by U.S. Mail or other physical delivery method; provided, however, that, as required by law, we will deliver certain Insurance Policy Documents, such as termination notices, in paper format via U.S. Mail; (iii) agree that your checking of the agreement box below (directly below this paragraph) serves as, and replaces the need for your physical signature for this and all future transactions in connection with your Policy and Insurance Policy Documents, except as otherwise required by law; and (iv) acknowledge that you have read the disclosure regarding the use of electronic records and signatures in connection with your online account as provided on our Web site. If you do not agree to transact business electronically, please do not check the agreement box below (directly below this paragraph); instead, please call us at 1-800-ESURANCE (1-800-378-7262) to complete your purchase over the phone, to engage in any other transactions with Esurance over the phone and to receive Insurance Policy Documents in paper format.

- "I agree to all of the terms and conditions contained in this Agreement and elect to transact business electronically and to receive Insurance Policy Documents electronically."

## Consent to Transact Business Non-Electronically.

If you check the agreement box below (directly below this paragraph) for non-electronic transactions, you: (i) agree to transact business by non-electronic means, including by receiving Insurance Policy Documents in paper format and by calling Esurance at 1-800-ESURANCE (1-800-378-7262) to make any changes or updates regarding your Policy; (ii) understand and acknowledge that you will be charged a Paper Documents Fee, as disclosed in the Disclosure of Fees section of this Agreement; and (iii) acknowledge that you have the option of electing to transact business electronically, including receiving Insurance Policy Documents electronically at any time, as specified in the Paper Documents section of this Agreement.

- "I agree to all of the terms and conditions contained in this Agreement and elect to transact business by non-electronic means, including receiving Insurance Policy Documents in paper format and by calling Esurance at 1-800-ESURANCE (1-800-378-7262) to make any changes or updates regarding my Policy."

**Please check only one of the two (2) boxes above (i.e. You consent to transact business electronically OR You consent to transact business non-electronically).**

**If you consented to do business non-electronically, please sign this Agreement below and mail to:**

Esurance  
P.O. Box 5250  
Sioux Falls, SD 57117-5250

**Closing Agreement**

- By checking this box I agree that I have read, and accepted, the Terms & Conditions and any state specific notices above. This also serves as my acknowledgement that notice of Esurance's privacy policy, practices and use of consumer reports in regard to my policy has been provided to me. Furthermore, I confirm that I have chosen to conduct business either electronically or non-electronically.

\_\_\_\_\_  
Named Insured Signature

\_\_\_\_\_  
Date

# **Massachusetts Renewal Terms and Conditions Agreement**

## **Esurance Insurance Company (Auto)**

We greatly appreciate your business. Please read this Terms and Conditions Agreement (this “Agreement”) carefully.

As used in this Agreement, “we,” “us,” and “our” refer to Esurance Insurance Company. “You” and “your” refer to the named insured(s) identified in the Declarations Page (“Declarations Page”), and any spouse of the named insured who resides in the same household. “Insurance Policy Documents” collectively refers to your original application, this Agreement, and all forms, endorsements, and notices issued to you by us, including any electronic communications.

By accepting our renewal offer, you: (i) agree to all of the terms and conditions contained herein; (ii) declare that your Declarations Page is accurate and reflects your desired coverage selections and coverage limits; (iii) declare that you have listed all drivers in your household, including any regular or frequent operators of the vehicle(s) listed in the Declarations Page; (iv) declare that you have described any business or commercial use of your vehicle(s); and (v) agree that, subject to applicable law, coverage will not continue if your financial institution does not honor, or we do not receive your premium payment.

### **Disclosure of Fees**

#### Installment Fee

You may be charged an Installment Fee, as allowed by your state, if you elect to pay your premium in installments.

#### Late Payment Fee

You may be charged a Late Payment Fee of \$15.00 for each payment that is not received by the payment due date.

#### Finance Company Notification Service Fee

You may be charged a nonrefundable Finance Company Notification Service Fee of \$3.00 for each financed or leased vehicle listed on the Application.

#### Driver Filing Fee

You may be charged a Driver Filing Fee of \$25.00 for each driver who requires a proof of financial responsibility filing.

#### Paper Documents Fee

You may be charged a Paper Documents Fee of \$25.00 for electing to receive paper copies of Insurance Policy Documents that we would otherwise provide to you electronically.

#### State-Required Fees

You will be charged for fees as required by your state, if any.

### **Cancellation for Non-Payment of Premium**

To keep your Policy current and avoid cancellation, your payment must be received by its due date. We do not accept partial payments of the invoiced amount. If your full payment for the invoiced amount is not received by the due date, a Late Payment Fee will be charged to your account. Any unpaid premium may result in the cancellation of your Policy.

## **Release of Information Contained in Devices**

If your insured vehicle is equipped with an Event Data Recorder, mileage verification device, or any similar device capable of providing information relevant to the rating of your Policy or settlement of a claim, you hereby consent to the release of information from that device to us and to any persons or entities working with us, subject to any applicable state law. You also agree to fully cooperate with us when dealing with any third party to facilitate the timely release of information contained on the device to us.

## **Notice of Insurance Practices and Use of Consumer Reports**

Personal information about you may be collected from persons other than you. Such information, as well as other personal and privileged information collected by us or our agents, may, in certain circumstances and as permitted by law, be disclosed to third parties. You have the right to review your personal information in our files and request the correction of any inaccuracies. More information about your rights and our practices regarding your personal information is available upon request.

In order to evaluate your eligibility for insurance coverage with us and to determine the correct premium to charge you, we order one or more reports provided by state agencies. However, we do not order credit reports nor do we base rates on credit scores. The reports we do order are necessary to verify information that you have provided us. Examples of reports include, but are not limited to, a Motor Vehicle Report (MVR), an insurance claim history report, and, where allowed by law, an investigative report. All reports are impartial statements of fact and are kept strictly confidential. The information we obtain will be used only for business purposes and to ensure that each applicant is evaluated fairly. Future reports may also be used for an update, renewal, extension, cancellation, or non-renewal of your insurance coverage. Upon request, we will provide you with the name, address, and telephone number of any state agency that furnishes us with your report.

## **Electronic Transactions**

The Electronic Signatures in Global and National Commerce Act of 2000 requires us to ask you for your consent to electronic transactions, including providing you with Insurance Policy Documents electronically. If you consent, you will receive all of your Insurance Policy Documents from us electronically, as permitted by law. Insurance Policy Documents in electronic format will have the same contractual force and effect as Insurance Policy Documents in paper format.

If you consent to electronic transactions, including receiving Insurance Policy Documents electronically, you may withdraw your consent at any time and begin receiving Insurance Policy Documents in paper format. In addition, you may request paper copies of your electronic Insurance Policy Documents at any time. However, the Paper Documents Fee set forth in the "Disclosure of Fees" section above may apply if you: (i) do not consent to electronic transactions, including receiving Insurance Policy Documents electronically; (ii) withdraw your consent to electronic transactions, including receiving Insurance Policy Documents electronically; or (iii) request to receive paper copies of your electronic Insurance Policy Documents. If you elect to receive paper copies of Insurance Policy Documents, you may, at any time, request and consent to electronic transactions, including receiving Insurance Policy Documents electronically. Please call us at 1-800-ESURANCE (1-800-378-7262) for any such withdrawals or requests.

Before you give your consent to electronic transactions, including receiving Insurance Policy Documents electronically, please be aware that, in order to access Insurance Policy Documents electronically, you must have: (i) a computer capable of connecting to the Internet; (ii) an Internet Service Provider; (iii) a browser capable of viewing our Web site; (iv) an email service account that allows you to read, write, and send email; and (v) the ability to use hyperlinks to access other Web sites (collectively referred to as the "Technical Requirements"). You must have the Technical Requirements to download, display, print, and retain Insurance Policy Documents in Adobe Portable Display Format. Once you purchase your Policy, you will be given the opportunity to download a

free copy of Adobe Reader so that you can view Insurance Policy Documents in Adobe Portable Display Format. If you do not have the Technical Requirements, you cannot receive Insurance Policy Documents electronically.

To access your online account, go to [www.esurance.com](http://www.esurance.com) and log in to your account with the email address and password you provided when you created or updated your account. Your Insurance Policy Documents will be accessible through your online account. To print any of your Insurance Policy Documents from your online account, click the “print” button located on the page or in your browser frame. To download and save any of your Insurance Policy Documents to your computer, open the insurance policy document by clicking on its hyperlink or icon and follow Adobe Reader’s directions for downloading and saving documents.

### **Cell Phone Policy**

You agree that you are providing your express consent to receive calls and text messages on your cellular telephone, and on any other device on which you may receive calls or text messages, from Esurance, its agents, affiliates and service providers that are placed using an automatic telephone dialing system or using artificial or prerecorded voice messages.

### **Updating Your Contact Information**

You must notify us of any changes to your email address, mailing address, or telephone number by updating your online account with your new contact information, calling our customer service center at 1-800-ESURANCE (1-800-378-7262), or by sending an email to [support@csr.esurance.com](mailto:support@csr.esurance.com).

## ESURANCE INSURANCE COMPANY

### DriveSense Application Terms of Service

This agreement outlines the terms (the “Terms”) related to your use of the services provided to you by Arity, LLC (“Arity”) within the host mobile application (“Host Application”). The Arity services, as further detailed in these Terms, provide a mechanism to collect driving data (the “Services”). Your use of and access to the Arity Services are governed by these Terms. You accept these Terms by either (a) clicking to agree to these Terms, where this option is available; or (b) using the section with the Arity Services of the Host Application, in which case you are agreeing to be bound by these Terms.

Unless expressly stated, these Terms do not modify any other terms set forth in any application marketplace, including, but not limited to, the Apple App Store Terms and Conditions and Google Play Terms of Service or as otherwise required by any application marketplace provider (“Application Marketplace Provider”). To the extent necessary for these Terms to comply with Apple’s applicable Instructions for Minimum Terms of Developer’s End-User License Agreement (“Apple’s Minimum Terms”), Apple’s Minimum Terms are hereby incorporated into these Terms.

Arity reserves the right, at its discretion, to modify these Terms at any time. If you do not agree to these Terms as modified, you must stop using the Services. Your continued use of the Services following the posting of any changes to these Terms constitutes your acceptance of those changes.

Your right to use the Services terminates automatically if you violate these Terms.

You and Arity acknowledge that these Terms are entered into between you and Arity, and not between you and any Application Marketplace Provider. You further acknowledge that Arity is solely responsible for the Services.

### License

Arity grants you a revocable, limited, non-transferrable, non-exclusive license to use the Services within the Host Application on any compatible device that you own or control and as permitted by all applicable terms set forth in any applicable application marketplace.

### Age Requirement

If you are under the age of 18, you must review these Terms with your parent or legal guardian to ensure that you and your parent or legal guardian understand and accept these Terms.

### Data Collection and Use of Data by Arity

The Services collect a sampling of data that begins when motion is detected over a certain distance and data collection stops when motion is no longer detected for a specified amount of time. Location services must be enabled in the Host Application and on your device in order to collect data. Data from the Services is uploaded and transmitted to Arity. Data captured includes, but is not limited to, trip start and end time, miles, acceleration, braking behavior, cornering and speed during a trip. In addition the Services capture trip route information (GPS enabled) and mobile device information, including IMEI and operating system data available to

## ESURANCE INSURANCE COMPANY

the Services. Data may continue to be collected until the Services are turned off within the Host Application or the Host Application is removed from your device. If you wish for the Services to stop collecting data, you must turn off the Services within the Host Application, or uninstall the Host Application from your device.

To facilitate accurate data collection, you are responsible for ensuring that the most current version of the Host Application is installed on your device.

Arity gathers and combines data for the purpose of determining driving behavior as well as other forms of analysis and risk evaluation. The collected data may be retained indefinitely. Your acceptance of these Terms permits the use of all past and future data gathered since the first installation of the Host Application.

### Sharing of Information with Third Parties

Arity may work with other companies to provide you with services and benefits. These parties are collectively referred to in these Terms as "Service Providers." For example, Service Providers may include, without limitation, insurance companies, insurance agencies, telecommunications providers, wireless service providers, emergency personnel, towing companies, vehicle manufacturers, dealers, rewards platform administrators, equipment and software manufacturers, distributors, licensors, content providers, and any other person or entity who provides any service, equipment, content, features or facilities in connection with these programs and services. If any of the Service Providers imposes additional terms and conditions on the services it provides, those terms and conditions will be conveyed to you by those Service Providers.

Where legally permissible and available, Arity may offer additional products and services that utilize driving information, including your identity and location. Arity may use or share this data with third parties to develop and provide those services to you. We will ask for your consent before using personally identifiable information for a purpose other than those that are set out in these Terms. In addition, future services may permit you to share information with third parties. Please keep in mind that once you share your information publicly, it may be further distributed and accessed by other third parties.

In addition, Arity expects to use data collected from the application to develop new products and services and to provide, maintain and improve existing products and services. In the process, Arity may share data with affiliated companies. Arity may also share data with third parties in a manner where it is anonymized, aggregated, or both, for any lawful purpose. If Arity shares such data with unaffiliated third parties, that data will not include personally identifiable information about you.

### Use of Information by Your Insurance Company

The Services are intended to support programs and services offered by Arity, including the collection of driving related data, so that certain Service Providers can calculate any premium, discounts or rewards related to driving performance. If you participate in a program offered by an insurance company Service Provider that requires the collection of driving related data, Arity may share any data collected by the application with that insurance company Service Provider.

## ESURANCE INSURANCE COMPANY

The Service Provider, in its discretion, may use the driving data for any other purpose related to offering, issuing and administering insurance products. For more details regarding how the insurance company Service Provider may use data collected by the Application, you may review the insurance company Service Provider's privacy policy. If an insurance company Service Provider is using the data received under these Terms to facilitate your participation in a program that requires the collection of driving related data, the protections set forth in these Terms, including without limitation, the disclaimers of warranties and limitations of liability, extend to the insurance company Service Provider.

### Your Access to Data

You may request access to the data collected by the Services, and Arity will provide you with the requested data so long as the request meets what Arity determines to be a legitimate need related to the operation of a motor vehicle and is appropriately reasonable in scope. Arity may reject requests that are unreasonably repetitive, require technical effort disproportionate to any use of the information, or would be impractical.

### Disclosure to Third Parties

Arity may be required by law to disclose data collected by the Services to third parties, and all data may be deemed discoverable by third parties and used in accident investigations, litigation or both. You or Arity may be legally required to provide the data to third parties and their legal counsel. You should not expect to retain any privacy or confidentiality related to the use of the data captured through the Services.

Certain data may also be exposed via internal and external application programming interfaces. You hereby expressly consent that Arity may disclose to third parties any data necessary to respond to claims of violation of the rights of third parties and to protect Arity's rights or property.

### Wireless Service

The Host Application transmits data via your wireless carrier or an accessible Wi-Fi network. Arity is not responsible or liable for any data charges associated with the use of the Host Application or the Services. The service may occasionally be restricted, interrupted or discontinued due to conditions including, but not limited to: application design, network coverage, government regulation, or other situations beyond Arity's control.

### Location-Based Services

The Services transmit data regarding your GPS location. If you turn off location services for the application or your device, GPS data will not be captured and the Services functions will not operate effectively.

### Ownership of Arity Intellectual Property and Data

The Host Application and the Services, including all text, graphics, user and visual interfaces, trademarks, logos, computer code, documentation and other content (collectively, the "Content"), is the exclusive property of Arity, the Host Application owner or Arity's affiliates and is protected by copyright, trademark and other intellectual property laws. Further, you acknowledge and agree that Arity or its affiliates owns the data gathered by the Services.



## ESURANCE INSURANCE COMPANY

In the event of a third party claim that the Services or Host Application or your possession or use of the Services or Host Application infringes that party's intellectual property rights, you and Arity acknowledge that Arity and/or the Host Application owner, and not any Application Marketplace Provider, will be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

### Use Restrictions

You shall not and shall not permit others to:

- (a) interfere with the operation of the Services within the Host Application or another's use of the Services within the Host Application;
- (b) introduce any viruses, worms, malware, trojans, or other malicious or disruptive code;
- (c) impersonate any person or entity, provide false information required for obtaining access to the Application or Services;
- (d) reverse engineer, decompile, or otherwise attempt to derive source code of the software that powers the Application or Services;
- (e) create or use any script or automated tool that attempts to create multiple ways to access or use the Application or Services;
- (f) attempt to gain unauthorized access to the Application, Services, or any computer system used to provide the Application or Services, circumvent any access restriction or security measures with respect to the Application or Services, or disclose your access information or otherwise give access to the Application or Services to any third party;
- (g) tamper, alter, modify, change, disassemble, reverse engineer, copy, or duplicate in any manner the Application or its associated code.

If you do any of the above or otherwise violate any of these Terms, your license to use the Services will terminate effective immediately. You may also be removed and banned by the Service Provider from any or all rewards and service or product offerings, and you may forfeit all premium adjustments, rewards or offerings earned by you from the Service Provider. In addition, you may be subject to legal action and may be denied future participation in any products distributed by Arity.

### Support Services

The Services are provided "as is." Arity, the Application Marketplace Providers and the Service Providers are not responsible for providing any maintenance or support services for the Services or the Host Application.

### Disclaimers, Limitations, Exclusions and Indemnity

The Services within the Host Application are provided on an "as is," "without any warranty," and "without any liability" basis. Arity does not guarantee the quality, accuracy, completeness, or timeliness of the Services and, to the maximum extent permitted by law, Arity expressly disclaims any warranty of any kind with respect to the Services, including regarding their availability, quality, accuracy, fitness for any use or purpose, compatibility with any standards, or non-infringement. To the maximum extent permitted by law, Application Marketplace Providers shall have no warranty obligations whatsoever with respect to the Services.

## ESURANCE INSURANCE COMPANY

To the extent Arity has any liability under these Terms, Arity's liability shall be limited to the direct property damage caused solely by the Services to your device on which the Host Application is installed. To the maximum extent permitted by law, neither Arity, the Application Marketplace Providers nor the Service Providers will be liable for any other direct, indirect, special, incidental, exemplary, punitive, or consequential damages arising out of, related to or in connection with the Services, or the use of the Services, whether based in contract, tort, negligence, strict liability or otherwise, even if Arity has been advised of the possibility of such damages. You shall not seek to recover any damages, including consequential, lost profits, special, indirect or incidental damages from Arity, the Application Marketplace Providers or the Service Providers outside of the terms and conditions set forth in these Terms. You must file any lawsuit or other action directed against Arity, its affiliates, Application Marketplace Providers, or Service Providers regarding such damages within one year from the date of the event that caused the damage. Some jurisdictions may not permit some of the above disclaimers, limitations, and exclusions, in which case those non-permitted disclaimers, limitations, and exclusions would not apply to you.

You hereby agree to indemnify, defend, and hold harmless Arity, the Application Marketplace Providers and the Service Providers from and against all claims, losses, expenses, damages, or costs (including, but not limited to, direct, incidental, consequential, exemplary, and indirect damages) and reasonable attorneys' fees resulting directly or indirectly from or arising out of your use of the Services, or your violation of these Terms.

### Privacy Policy

For an explanation of how Arity collects, uses and shares information and data, please refer to Arity's privacy policy at <http://www.arity.com/privacy.html>. You agree to the collection, use and sharing of information and data you provide to Arity in accordance with these Terms and Arity's privacy policy.

### Product Claims

Subject to the terms and conditions contained herein, you and Arity acknowledge that Arity, and not any Application Marketplace Provider, is responsible for addressing any of your claims or the claims of any third party relating to the Services or your possession and/or use of the Application.

### Legal Compliance

You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and that you are not listed on any U.S. Government list of prohibited or restricted parties such as the Office of Foreign Assets Control (OFAC) list.

### Third Party Beneficiary

You and Arity acknowledge and agree that the applicable Application Marketplace Provider and its subsidiaries are third party beneficiaries of these Terms and that, upon your acceptance of these Terms, the applicable Application Marketplace Provider will have the right (and will be

## **ESURANCE INSURANCE COMPANY**

deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

### **General Terms**

The Services may only be used in the United States. Arity makes no representation that the materials in the Services are appropriate or available for use outside of the United States.

If any provision of these Terms is held invalid, void or unenforceable, then that provision is considered severable from the remaining provisions, and the remaining provisions shall remain in full force and effect.

Arity's failure to enforce any right or provision in these Terms shall not constitute a waiver of such provision, or any other provision in these Terms.

You shall comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Services.

### **Developer Contact**

If you have any questions, complaints or other inquiries, please contact Arity at [info@arity.com](mailto:info@arity.com)

# ESURANCE INSURANCE COMPANY

Disclosure Statement to Policyholders  
Esurance "DriveSense" Application

Technology provider address: Arity, 222 W Merchandise Mart Plaza, Suite 875, Chicago, IL 60654

General Inquiries: <https://www.arity.com/contact/>

Product Support: <https://arity.force.com/selfservice/s/>

## Data Retrieved

Arity will use the DriveSense Application ("Application") to retrieve the following data from the driver's mobile phone: Arity uses GPS to calculate speeding and braking behaviors that may be displayed to the user in the app. Information such as battery level, charging status, Bluetooth connectivity, phone handling and app permissions to enable trip tracking are also factors in considering if data should be collected from the user device.

## Data collecting process, parties to whom that information will be reported, and any long term memory requirements

There are no long-term memory requirements for the application to retain data. Vehicle trip data is stored locally in the DriveSense app up to 100 trips. Once the phone storage exceeds 100 trips, the oldest trip will be deleted, and the new trip data will be stored. Data captured from the device is uploaded to Arity systems regularly, excluding some environmental constraints like network availability from their provider. Once trip data is uploaded to the Arity servers successfully from the phone, trips will be scored and stored by Arity.

## Security measures that apply to the information obtained from the PED

All data transmitted to and from PEDs is encrypted with Transport Layer Security (TLS). Data maintained by Arity is protected with a defense in depth approach. As part of ongoing continual evaluation of Arity's program and controls, Arity regularly undergoes cybersecurity risk assessments and audits. These reviews ensure that Arity continually assesses opportunity areas and ensures robust security for all of its data. Additionally, Arity's privacy policy outlines the responsibilities of Arity employees related to protecting the privacy of both our consumer's and employee's Personal Identifiable Information (PII). Arity has a risk and compliance team that focuses on protection of data and compliance with all applicable laws and regulations. Agreements with third parties include requirements for data protection, including confidentiality, audit and security. These agreements also include requirements related to incident response, ongoing monitoring, data sharing, and secure disposal of information in accordance with our standards.

## Esurance's use of the collected information

Esurance will receive driver-level installation and registration records, as well as automobile trip-level records and all associated metadata. The delivered data includes trip start/end times and locations, total distance and duration, start/end time and intensity of hard braking events; start/end time and count of speeding events. Esurance will use this information to track application registration as well as to display trip information to the customers both within the application and via a website based customer portal in order to promote safe driving behaviors.

## Expected data usage

Trips are securely sent from the user's phone to Arity's back end services. Trips are transmitted using the user's cell phone data plan. Data transmission is minimal. On average, a user's trip of 25 minutes in length is about 23k to transmit. On a monthly basis, a user's trips may use about 2.3MB of their data plan.

## Participant ability to validate and or correct collected information

Each trip that is logged is immediately presented to the participant via the application. In any event where the participant does not agree with the information collected, they have the ability to delete the trip within the app and it will not be used for scoring.

Arity's description of its system, the suitability of its design, and the operating effectiveness of its controls has not been independently verified. However, Arity employs a multi-pronged approach with programs and policies in Information Security, Data Quality and Privacy, to ensure the appropriate controls are implemented and executed. These controls monitor, measure, and evolve the protection, availability, and integrity of the data that Arity captures, processes, stores, and shares with its customers. Arity's programs have dedicated team members who collaborate with multi-disciplinary teams, both within the Arity organization, and with external marketplace subject matter experts, to ensure Arity grows and adapts to support the needs of its customers. This approach ensures that established policies and controls, across all Arity platforms, are regularly tested and validated relative to thresholds, industry standards, and legal, regulatory, and contractual obligations. In addition, Arity performs ongoing testing, evaluation, and verification of its mobile applications and driving engine software development kit builds across a comprehensive set of mobile phone manufacturers and software providers.

Rating Algorithm

EXHIBIT	RATING COMPONENT	RBI	OBI	PD	UM	UIM	PIP	MED	COMP	COLL	Ltd. COLL	LLG	RC	TL	CPE	EC
2	<a href="#">Base Rate</a>															
3	<a href="#">Territory Factors</a>	X	X	X	X	X	X	X	X	X	X	X	X			
4	<a href="#">Tier Factors</a>	X	X	X	X	X	X	X	X	X	X	X	X			
	Driver Factor [(a+b) * c * d * e]	X	X	X	X	X	X	X	X	X	X	X	X			
5	<a href="#">Years Licensed Factor ( a )</a>															
6.1,6.2	<a href="#">Driving Record Point Surcharges ( b )</a>	+	+	+	+	+	+	+	+	+	+	+	+			
7	<a href="#">Driver Matrix ( c )</a>	X	X	X	X	X	X	X	X	X	X	X	X			
17	<a href="#">Good Student Discount Factor ( d )</a>	X	X	X	X	X	X	X	X	X	X	X	X			
17	<a href="#">Mature Driver Discount Factor ( e )</a>	X	X	X	X	X	X	X	X	X	X	X	X			
8	<a href="#">Driver - Vehicle Factor</a>	X	X	X	X	X	X	X	X	X	X	X	X			
9	<a href="#">Garaging = Mailing Zip code factor</a>	X	X	X	X	X	X	X	X	X	X	X	X			
10	<a href="#">Type of Vehicle Use</a>	X	X	X	X	X	X	X	X	X	X	X	X			
11	<a href="#">Symbols</a>	X	X	X	X	X	X	X	X	X	X	X	X			
12	<a href="#">Model Year Factor</a>	X	X	X	X	X	X	X	X	X	X	X	X			
13	<a href="#">Vehicle Title Transaction Factor</a>	X	X	X	X	X	X	X	X	X	X	X	X	X		
14	<a href="#">Limit Factor</a>	X		X	X	X							X	X	X	
14	<a href="#">(Limit Factor-1)</a>		X													
15	<a href="#">Deductible Factor</a>						X		X	X	X					
16	<a href="#">1.0 - Core Discount</a>	X	X	X	X	X	X	X	X	X	X					
17	<a href="#">Preferred Customer Discount Factor</a>	X	X	X	X	X	X	X	X	X	X					
17	<a href="#">On-Time Payment Discount Factor</a>	X	X	X	X	X	X	X	X	X	X	X	X			
17	<a href="#">Time at Residence Discount Factor</a>	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
17	<a href="#">Future Effective Date Discount Factor</a>	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
20	<a href="#">DriveSense™ Discount Factor</a>	X	X	X	X	X	X	X	X	X	X	X	X			
17	<a href="#">PayPal/ERS/Group Marketing Savings Factor</a>	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
17	<a href="#">Fast 5 Discount Factor</a>	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
17	<a href="#">Switch &amp; Save™ Discount Factor</a>	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
17	<a href="#">Excluded Driver Surcharge</a>	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
17	<a href="#">Lower Downpay Surcharge</a>	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
17	<a href="#">Claim Free Discount Factor</a>	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
22	<a href="#">DriveSense™ Mobile Discount Factor</a>	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
17	<a href="#">Unacceptable Risk Rate</a>	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
1A	Agreed to Amount Coverage*															
18	<a href="#">Policy Term Factor</a>	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
	<b>Developed Premium**</b>															
	Capping Factor	X	X	X	X		X									X
	<b>Final Developed Premium</b>															

\*Refer to Exhibit 1A for the calculation of the Agreed to Amount Coverage

\*\*The developed premium for every coverage will be subject to the minimum premium rule (P13)

COVERAGE DEFINITIONS

RBI	= Compulsory Bodily Injury	Part 1
OBI	= Optional Bodily Injury	Part 5
PD	= Property Damage	Part 4
PIP	= Personal Injury Protection	Part 2
MED	= Medical Payments	Part 6
UM	= Uninsured Motorists BI	Part 3
UIM	= Underinsured Motorists BI	Part 12
COMP	= Comprehensive	Part 9
COLL	= Collision	Part 7
Ltd. COLL	= Limited Collision	Part 8
RC	= Rental Reimbursement	Part 10
TL	= Towing and Labor	Part 11
LLG	= Loan/Lease GAP	
CPE	= Customized Parts and Equipment	































Driving Device Score	Renewal Discount													
	RBI	OBI	PD	UM	UIM	PIP	MED	COMP	COLL	<u>Ltd.</u> COLL	LLG	RC	TL	CPE
978	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
979	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
980	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
981	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
982	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
983	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
984	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
985	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
986	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
987	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
988	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
989	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
990	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
991	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
992	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
993	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
994	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
995	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
996	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
997	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
998	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
999	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
1000	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99

Esurance Insurance Company  
Private Passenger Automobile Rules  
Massachusetts

	P25	PAYPAL DISCOUNT
	P26	GROUP MARKETING SAVINGS
	P27	FAST 5 DISCOUNT
	P28 – P30	RESERVED FOR FUTURE USE
	P31	SWITCH AND SAVE™ DISCOUNT
	P32	CLAIM-FREE DISCOUNT
	P33	ON-TIME PAYMENT DISCOUNT
	P34	EMERGENCY ROADSIDE SERVICE DISCOUNT
	P35	DRIVESENSE™ DISCOUNT
	P36	DRIVESENSE™ MOBILE DISCOUNT
	P37 – P42	RESERVED FOR FUTURE USE
	P43	RATE CAPPING
	P44	PREFERRED CUSTOMER DISCOUNT
DRIVER	D01	RESERVED FOR FUTURE USE
	D02	DRIVER VEHICLE FACTOR
	D03	RESERVED FOR FUTURE USE
	D04	DRIVER CLASSIFICATION
	D05	DRIVING RECORD POINTS
	D06	FINANCIAL RESPONSIBILITY FILINGS
	D07	RESERVED FOR FUTURE USE
	D08	PERMIT RATING
	D09	RESERVED FOR FUTURE USE
	D10	NAMED DRIVER EXCLUSIONS
	D11	MATURE DRIVER DISCOUNT
	D12	GOOD STUDENT DISCOUNT
	D13 – D21	RESERVED FOR FUTURE USE
	D22	DRIVER TO VEHICLE ASSIGNMENT
BILLING	B01	FINANCIAL RESPONSIBILITY FEE

**P36 – DriveSense™ Mobile Discount**

The DriveSense™ Mobile Discount is a policy level discount that will be applied when the customer agrees to use Esurance approved technology to track their driving habits. This technology will be used to collect data about driving habits for each driver enrolled in the program. An enrollment discount will be applied to the policy for the first term while the driver is actively enrolled in the UBI program. At each renewal term after opting into the program, the policy will receive discount factors based on the data collected, provided that sufficient data is collected. The applied discount factors will be prorated by the number of drivers on the policy for which sufficient data has been collected. After proration, the minimum discount factor to be applied is 1%. A customer may opt out one driver or all drivers from the program at any time. If all drivers are opted out, the discount will be removed. The technology must be continually installed to maintain program eligibility and discount application. A customer may be enrolled in the DriveSense™ Discount or the DriveSense™ Mobile Discount, not both.

The discount factors and applicable coverages are located in the rate manual.

Esurance Insurance Company  
Private Passenger Automobile Rules  
Massachusetts

**P37 - P42 – RESERVED FOR FUTURE USE**

**Esurance Insurance Company**

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**DriveSense<sup>TM</sup> DISCOUNT PROGRAM**

If you currently have automobile insurance and the model year for at least one of your vehicles is 1996 or newer, you qualify for the Esurance DriveSense™ Discount Program (the “Program”). With the Program, you will receive a discount on your policy for installing a wireless communication device (“Device”) into the vehicle(s) listed on your policy. With the Device in your vehicle(s), you will be a part of Esurance’s innovative approach to insurance, which will help us gather vehicle and driver performance information so that we may be able to provide even better rates in the future. You will receive the discount as long as you remain eligible to participate in the Program and the Device remains properly installed. You may choose to opt out of the Program at anytime, at which point you will no longer receive the discount.

By participating in the Program, you agree to all of the following:

1. You must install the Device into every vehicle listed on your policy compatible with the Device.
2. You must legally own the vehicle or have the right to install the Device in the vehicle.
3. You must install the Device as instructed by Esurance and comply with all written instructions that you receive with the Device. If you have any questions, please contact us.
4. Esurance does not manufacture the Device and makes no representations, claims, or guarantees regarding the Device, its accuracy, operation, or reliability.
5. You acknowledge that the Device will track driving activity and related information in the vehicle in which it is installed. This driving data will be collected and transmitted via cellular signal to a third party, who will then forward the driving data to Esurance. You consent to the collection and transmission of your driving data as set forth herein.
6. After installing the Device, it must not be removed unless you choose to opt out of the Program, at which point you will no longer receive the discount; provided, however, that the device may be removed for routine vehicle diagnostic tests or repairs as long as it is promptly reinstalled.
7. If you opt out of the Program or if your policy is canceled, you must return the Device to us. If the Device is not returned to us, you may be subject to a re-stocking fee of \$100 per unreturned Device. If the fee is charged, it can be refunded or reversed if the device is returned within 15 days of opting out of the Program or within 60 after your policy cancellation, which ever comes first. A pre-paid return label will be provided to you to return the Device.
8. If you believe that the Device is interfering with your ability to safely operate your vehicle, you will remove the Device immediately and contact us.
9. Esurance reserves the right to terminate the Program or otherwise modify the terms thereof at any time.

### ® Program Agreement

Welcome to the Esurance DriveSense program. DriveSense is a voluntary program designed by Esurance Insurance Company (“Esurance”) to improve driver safety and self-awareness. Through your use of Esurance approved data collection technology, Esurance provides discounts and services based on your driving performance and preferences.

The premise of DriveSense is to provide a discount on the auto insurance policy to customers who exhibit safe driving behaviors. Data is collected through the DriveSense mobile application installed on a compatible mobile device. A participant downloads the DriveSense mobile application and may earn a percentage of the policy’s premium as a discount based on driving performance data recorded by the DriveSense Mobile application.

### DriveSense Participation Requirements



In order to participate in DriveSense, you must: (1) be an operator listed on the policy; (2) take all of the appropriate steps necessary to ensure a sufficient amount of driving data is recorded as outlined in this document; (3) provide an active and valid email address for yourself and/or all enrolled drivers to ensure proper communication. Esurance reserves the right to amend, modify, waive, or supplement these terms, or terminate your DriveSense participation at any time and for any reason.

**Enrollment in DriveSense is dependent on our receipt of driving performance data, so you must accept and comply with the terms of any agreement that governs the method of recording data such as the DriveSense Terms of Service in order to participate in DriveSense.**

### **Eligibility Requirements**

At least one driver must be fully enrolled to qualify for any DriveSense benefits. In the event that an enrolled driver is added or replaced, you are responsible for notifying Esurance and taking the necessary steps to ensure proper data recording, as defined below. Any delay in these steps may impact your eligibility for the DriveSense discount.

#### *DriveSense Mobile Application Program Eligibility*

To be eligible to receive a discount through the DriveSense mobile application program, a driver must:

1. Be a listed operator on the policy;
2. Provide a valid and active email address and phone number;
3. Have a compatible personal device, such as a smartphone, and install the DriveSense mobile application;
4. Accept the Terms of Service of the DriveSense mobile application;
5. Enable location services on the phone;
6. Keep the DriveSense mobile application on the phone and eligible to run in the background; and
7. Record a minimum of 50 trips throughout the performance cycle.

### **The DriveSense Discount**

#### *Discount Calculation*

You may qualify for a performance discount every six months based on your driving performance, provided that you have taken at least 50 trips within the time period evaluated. The performance discount will be applied to the next term's premium, so you must renew your policy with Esurance to receive the benefits of the program. The performance calculation takes into account the proportion of qualifying drivers to the total number of drivers listed on the policy. You may only earn the maximum discount if all drivers are enrolled in the program. Your performance discount may vary from one period to another based on aggregate driving performance. Changes to your policy affecting the amount of total policy premium may also impact the amount of your discount.

For each driver enrolled, DriveSense uses up to 12 months of driving performance data (on a rolling calendar basis) to apply the performance discount on your policy. To determine the performance discount, we look at driving behaviors such as speed, braking and the time of day when you drive. We may periodically update the driving behaviors we consider in calculating the discount as we gather more

information about how driving behavior relates to safety. A list of driving behaviors we currently look at to calculate any discounts is available at [www.Esurance.com/legal/car/drivesense](http://www.Esurance.com/legal/car/drivesense).

### **Auto Policy Updates and the Impact to DriveSense**

You are responsible for notifying Esurance of any changes to vehicle, operator, or contact information.

### **How Esurance Receives DriveSense Data**

Esurance enters into arrangements with other companies to obtain driving information to administer DriveSense. The company administering the DriveSense program receives your driving data which may be analyzed or scored by that company in order to provide discounts or services based on safe driving behavior. The agreement which governs the collection of driving information describes how that data is collected and used by the collecting company. All vendors supporting the DriveSense program adhere to the strict privacy and data security standards within Esurance protocol.

If you have questions about how your DriveSense data is gathered or no longer wish to have your data collected or shared with Esurance, contact (888) 974-3543 to un-enroll from the DriveSense program.

### **How Esurance Uses DriveSense Data**

Esurance receives the driving performance data for each participating operator and will provide you with savings as part of your auto insurance policy in accordance with the rules and rates on file with the state insurance department where your vehicle is garaged. Data may be retained indefinitely. Driving data used to calculate the performance score can be viewed through the DriveSense Mobile application. We may provide your DriveSense data to insurance regulators to support rate or other insurance related filings. Esurance, at its discretion, may also review DriveSense data as part of its investigation of an automobile accident. Additionally, Esurance may use your DriveSense data to improve our insurance pricing and underwriting models.

### **Tampering**

You may not tamper (alter, modify, change, disassemble, reverse engineer, copy, or duplicate in any manner) with the DriveSense mobile application or any other technology used to gather the DriveSense data. When detected, you may be removed from any or all discount and service offerings in which you are participating, and you may forfeit any discounts or offerings owed to you at the time of tampering. In addition, you may be subject to legal action and denied future participation in any Esurance program or offerings.

### **Ending Participation in DriveSense**

You can cancel your participation in DriveSense at any time by notifying an Esurance representative at 1-800-ESURANCE. The program may be terminated if you uninstall the application. A driver that has voluntarily withdrawn may be permitted to re-enroll in DriveSense.

### **DriveSense Support**

If you have any questions, please call us at: 1-800-ESURANCE (1-800-378-7262) and mention the DriveSense™ Discount, comments, or concerns about the DriveSense program or how it applies to the policy, you can contact the Esurance DriveSense customer team at (888) 974-3534.



# Personal Automobile Insurance Application

**Named Insured and Mailing Address**

**Insurance Company**

650 Davis Street  
San Francisco, CA 94111

Email:  
Phone #1:  
Phone #2:  
Garaging Town:  
Garaging Address:

Purchase Channel:

Policy Number	Purchase Date	Effective Date	Expiration Date
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This policy is effective at 12:01 AM on the effective date shown or the time the policy was purchased, whichever is later.

Vehicle Information			
Veh #	Year	Vehicle Description	Assigned Driver

You have indicated that all vehicles shown on this application are garaged at the same location in the Garaging Zip code shown above.

Veh #	Ownership Status	1 <sup>st</sup> Owner	Years Owned/Leased	Primary Use
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Veh #	Vehicle Identification Number	Annual Mileage	DriveSense <sup>®</sup> -Discount	Anti-Theft
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Note: We do not insure vehicles that have salvaged, rebuilt or restored titles.

Loss Payees, Additional Insured – Lessor, and Lien Holder Information					
Veh #	Name	Address	City	State	Zip

**Personal Automobile Insurance Application Continued...**

Driver and Resident Information				
Driver #	First Name, Middle Initial, Last Name	SSN	Residence Insurance	Time at Residence

Driver #	Gender	Date of Birth	Marital Status	Relationship to Policy Holder	Primary Residence	Good Student
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Driver #	Drivers License # and State	Age Licensed	Driver Status	SR22
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Driver #	PayPal	Group Marketing	ERS	Driver Training Program	DriveSense® Discount
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You, your spouse, all members of your household 14 years or older and all regular or occasional drivers of the vehicles described in this Application are listed above.

Auto Accidents and Violations			
Driver #	Any major violations, accidents or claims in the last 5 years?	Any speeding tickets or other minor violations in the last 3 years?	Any DUIs or DWIs in the last 6 years?

Have all drivers in the household been claim free for the past 5 years, your insurance policy been in force continuously with no lapse, and at least one driver has 5 or more years of continuous driving experience? \_\_\_\_

Accident and claim free means: None of the drivers in the household have had an accident and have not submitted any claims, including Comprehensive claims of \$1,000 or more, in the last 5 years.

Customer Disclosed Auto Accidents and Violations		
Driver #	Type	Description

<b>Automobile Insurance Coverage</b>		
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<b>Liability Coverages</b>	<b>Limits</b>	<b>Deductible</b>
Bodily Injury to Others		
Optional Bodily Injury to Others		
Property Damage		
Personal Injury Protection		
Medical Payments		
Uninsured Motorist Bodily Injury		
Underinsured Motorist Bodily Injury		

<b>Vehicle Coverages</b>	<b>Vehicle 1</b>	<b>Vehicle 2</b>	<b>Vehicle 3</b>	<b>Vehicle 4</b>
	Limit/Deductible	Limit/Deductible	Limit/Deductible	Limit/Deductible

Comprehensive Coverage				
Collision Coverage				
Limited Collision Coverage				
Towing and Labor Coverage				
CarMatch Rental Coverage®				
Custom Parts and Equipment Coverage				
Auto Loan/Lease Coverage				

<b>Prior Insurance Information</b>				
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<b>Current Insurance</b>	<b>Lapse Time</b>	<b>Years Insured</b>	<b>Prior BI Limits</b>	<b>Deductibles</b>
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<b>Prior Carrier</b>	<b>Expiration Date</b>	<b>Prior Premium</b>
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You may be required to provide proof of insurance with your current insurance carrier which clearly indicates the coverage period and your current liability coverage limits. Your failure to provide the required documentation may result in an increase in your premium.

## Terms and Conditions Agreement

Welcome to Esurance! We greatly appreciate your business. Please read this Terms and Conditions Agreement (this "Agreement") carefully.

As used in this Terms and Conditions Agreement ("Agreement"), "we," "us," and "our" refer to Esurance Insurance Company. "You" and "your" refer to the named insured(s) identified in the application for insurance ("Application"), and any spouse of the named insured who resides in the same household. "Insurance Policy Documents" collectively refers to your Application, this Agreement, and all forms, endorsements, and notices issued to you by us, including any electronic communications.

By completing the Application and checking the box next to the final acceptance agreement (titled "Closing Agreement") at the end of the Application, you : (i) declare that you have read and completed the Application on your own; (ii) declare that the Application has not been completed by any other individual, including an insurance agent, broker, consultant, or representative, even if you have consulted with any such persons; (iii) agree to all of the terms and conditions contained herein; (iv) declare that the statements contained in the Application are true to the best of your knowledge; (v) agree to pay any applicable charges resulting from inaccurate statements in the Application; (vi) acknowledge that your insurance policy ("Policy") may be rescinded, reduced or canceled and a claim may be denied if the Application contains any false information or misrepresentation, or if any information that would affect our underwriting decision has been omitted or misrepresented; (vii) declare that you have listed all drivers in your household, including any regular or frequent operators of the vehicle(s) described in the Application; (viii) declare that you have described any business or commercial use of your vehicle(s) in the Application; and (ix) agree that no coverage will be bound if your financial institution does not honor, or we do not receive, your payment.

### Disclosure of Fees

#### Installment Fee

You may be charged an Installment Fee, as allowed by your state, if you elect to pay your premium in installments.

#### Late Payment Fee

You may be charged a Late Payment Fee of \$15.00 for each payment that is not received by the payment due date.

#### Finance Company Notification Service Fee

You may be charged a nonrefundable Finance Company Notification Service Fee of \$3.00 for each financed or leased vehicle listed on the Application.

#### Driver Filing Fee

You may be charged a Driver Filing Fee of \$25.00 for each driver who requires a proof of financial responsibility filing.

#### Paper Documents Fee

You may be charged a Paper Documents Fee of \$25.00 for electing to receive paper copies of Insurance Policy Documents that we would otherwise provide to you electronically.

#### Driving Device Restocking Fee

~~You may be charged a Driving Device Restocking Fee of \$100.00 for each device when the device(s) is/are not returned following policy cancellation or opting out of the DriveSense<sup>®</sup> Discount program.~~

#### State-Required Fees

You will be charged for fees as required by your state, if any.

### Cancellation for Non-Payment of Premium

To keep your Policy current and avoid cancellation, your payment must be received by its due date. We do not accept partial payments of the invoiced amount. If your full payment for the invoiced amount is not received by the due date, a Late Payment Fee will be charged to your account. Any unpaid premium may result in the cancellation of your Policy, in which case a cancellation notice will be mailed to the address shown on your Policy.

## **Release of Information Contained in Devices**

If your insured vehicle is equipped with an Event Data Recorder, mileage verification device, or any similar device capable of providing information relevant to the rating of your Policy or settlement of a claim, you hereby consent to the release of information from that device to us and to any persons or entities working with us, subject to any applicable state law. You also agree to fully cooperate with us when dealing with any third party to facilitate the timely release of information contained on the device to us.

## **Notice of Insurance Practices and Use of Consumer Reports**

Personal information about you may be collected from persons other than you. Such information, as well as other personal and privileged information collected by us or our agents, may, in certain circumstances and as permitted by law, be disclosed to third parties. You have the right to review your personal information in our files and request the correction of any inaccuracies. More information about your rights and our practices regarding your personal information is available upon request.

In order to evaluate your eligibility for insurance coverage with us and to determine the correct premium to charge you, we order one or more reports provided by state agencies. However, we do not order credit reports nor do we base rates on credit scores. The reports we do order are necessary to verify information that you have provided us. Examples of reports include, but are not limited to, a Motor Vehicle Report (MVR), an insurance claim history report, and, where allowed by law, an investigative report. All reports are impartial statements of fact and are kept strictly confidential. The information we obtain will be used only for business purposes and to ensure that each applicant is evaluated fairly. Future reports may also be used for an update, renewal, extension, cancellation, or non-renewal of your insurance coverage. Upon request, we will provide you with the name, address, and telephone number of any state agency that furnishes us with your report.

## **Electronic Transactions**

The Electronic Signatures in Global and National Commerce Act of 2000 requires us to ask you for your consent to electronic transactions, including providing you with Insurance Policy Documents electronically. If you consent, you will receive all of your Insurance Policy Documents from us electronically, as permitted by law. Insurance Policy Documents in electronic format will have the same contractual force and effect as Insurance Policy Documents in paper format.

If you consent to electronic transactions, including receiving Insurance Policy Documents electronically, you may withdraw your consent at any time and begin receiving Insurance Policy Documents in paper format. In addition, you may request paper copies of your electronic Insurance Policy Documents at any time. However, the Paper Documents Fee set forth in the "Disclosure of Fees" section above may apply if you: (i) do not consent to electronic transactions, including receiving Insurance Policy Documents electronically; (ii) withdraw your consent to electronic transactions, including receiving Insurance Policy Documents electronically; or (iii) request to receive paper copies of your electronic Insurance Policy Documents. If you elect to receive paper copies of Insurance Policy Documents, you may, at any time, request and consent to electronic transactions, including receiving Insurance Policy Documents electronically. Please call us at 1-800-ESURANCE (1-800-378-7262) for any such withdrawals or requests.

Before you give your consent to electronic transactions, including receiving Insurance Policy Documents electronically, please be aware that, in order to access Insurance Policy Documents electronically, you must have: (i) a computer capable of connecting to the Internet; (ii) an Internet Service Provider; (iii) a browser capable of viewing our Web site; (iv) an email service account that allows you to read, write, and send email; and (v) the ability to use hyperlinks to access other Web sites (collectively referred to as the "Technical Requirements"). You must have the Technical Requirements to download, display, print, and retain Insurance Policy Documents in Adobe Portable Display Format. Once you purchase your Policy, you will be given the opportunity to download a free copy of Adobe Reader so that you can view Insurance Policy Documents in Adobe Portable Display Format. If you do not have the Technical Requirements, you cannot receive Insurance Policy Documents electronically.

To access your online account, go to [www.esurance.com](http://www.esurance.com) and log in to your account with the email address and password you provided when you created or updated your account. Your Insurance Policy Documents will be accessible through your online account. To print any of your Insurance Policy Documents from your online account, click the "print" button located on the page or in your browser frame. To download and save any of your Insurance Policy Documents to your computer, open the insurance policy document by clicking on its hyperlink or icon and follow Adobe Reader's directions for downloading and saving documents.

## **Cell Phone Policy**

You agree that you are providing your express consent to receive calls and text messages on your cellular telephone, and on any other device on which you may receive calls or text messages, from Esurance, its agents, affiliates and service providers that are placed using an automatic telephone dialing system or using artificial or prerecorded voice messages.

## **Updating Your Contact Information**

You must notify us of any changes to your email address, mailing address, or telephone number by updating your online account with your new contact information, calling our customer service center at 1-800-ESURANCE (1-800-378-7262), or by sending an email to [support@csr.esurance.com](mailto:support@csr.esurance.com).

## **Massachusetts Disclosure**

You understand that Massachusetts law requires that every insurer offer twelve-month term private passenger motor vehicle insurance policies at the customer's option. A six-month term policy is shorter than a twelve-month term policy. If this policy is for a six-month term, the premium is half as much as the premium for a twelve-month term policy that starts on the same initial effective date. The renewal premium for each additional six-month term will be based on the rates in effect for the insurance company on the renewal effective date.



**Consent to Transact Business Electronically.**

By checking the agreement box below (directly below this paragraph), you: (i) agree to transact business electronically through our Web site and by email to, among other things, purchase your Policy, make payments, receive Insurance Policy Documents, renew and terminate your Policy, and send to us and receive from us communications related to your Policy; (ii) unless otherwise indicated, agree to accept all Insurance Policy Documents electronically in lieu of delivery by U.S. Mail or other physical delivery method; provided, however, that, as required by law, we will deliver certain Insurance Policy Documents, such as termination notices, in paper format via U.S. Mail; (iii) agree that your checking of the agreement box below (directly below this paragraph) serves as, and replaces the need for your physical signature for this and all future transactions in connection with your Policy and Insurance Policy Documents, except as otherwise required by law; and (iv) acknowledge that you have read the disclosure regarding the use of electronic records and signatures in connection with your online account as provided on our Web site. If you do not agree to transact business electronically, please do not check the agreement box below (directly below this paragraph); instead, please call us at 1-800-ESURANCE (1-800-378-7262) to complete your purchase over the phone, to engage in any other transactions with Esurance over the phone and to receive Insurance Policy Documents in paper format.

- "I agree to all of the terms and conditions contained in this Agreement and elect to transact business electronically and to receive Insurance Policy Documents electronically."

**Consent to Transact Business Non-Electronically.**

If you check the agreement box below (directly below this paragraph) for non-electronic transactions, you: (i) agree to transact business by non-electronic means, including by receiving Insurance Policy Documents in paper format and by calling Esurance at 1-800-ESURANCE (1-800-378-7262) to make any changes or updates regarding your Policy; (ii) understand and acknowledge that you will be charged a Paper Documents Fee, as disclosed in the Disclosure of Fees section of this Agreement; and (iii) acknowledge that you have the option of electing to transact business electronically, including receiving Insurance Policy Documents electronically at any time, as specified in the Paper Documents section of this Agreement.

- "I agree to all of the terms and conditions contained in this Agreement and elect to transact business by non-electronic means, including receiving Insurance Policy Documents in paper format and by calling Esurance at 1-800-ESURANCE (1-800-378-7262) to make any changes or updates regarding my Policy."

**Please check only one of the two (2) boxes above (i.e. You consent to transact business electronically OR You consent to transact business non-electronically).**

**If you consented to do business non-electronically, please sign this Agreement below and mail to:**

Esurance  
P.O. Box 5250  
Sioux Falls, SD 57117-5250

**Closing Agreement**

- By checking this box I agree that I have read, and accepted, the Terms & Conditions and any state specific notices above. This also serves as my acknowledgement that notice of Esurance’s privacy policy, practices and use of consumer reports in regard to my policy has been provided to me. Furthermore, I confirm that I have chosen to conduct business either electronically or non-electronically.

\_\_\_\_\_  
Named Insured Signature

\_\_\_\_\_  
Date

# Massachusetts Renewal Terms and Conditions Agreement

## Esurance Insurance Company (Auto)

We greatly appreciate your business. Please read this Terms and Conditions Agreement (this “Agreement”) carefully.

As used in this Agreement, “we,” “us,” and “our” refer to Esurance Insurance Company. “You” and “your” refer to the named insured(s) identified in the Declarations Page (“Declarations Page”), and any spouse of the named insured who resides in the same household. “Insurance Policy Documents” collectively refers to your original application, this Agreement, and all forms, endorsements, and notices issued to you by us, including any electronic communications.

By accepting our renewal offer, you: (i) agree to all of the terms and conditions contained herein; (ii) declare that your Declarations Page is accurate and reflects your desired coverage selections and coverage limits; (iii) declare that you have listed all drivers in your household, including any regular or frequent operators of the vehicle(s) listed in the Declarations Page; (iv) declare that you have described any business or commercial use of your vehicle(s); and (v) agree that, subject to applicable law, coverage will not continue if your financial institution does not honor, or we do not receive your premium payment.

### Disclosure of Fees

#### Installment Fee

You may be charged an Installment Fee, as allowed by your state, if you elect to pay your premium in installments.

#### Late Payment Fee

You may be charged a Late Payment Fee of \$15.00 for each payment that is not received by the payment due date.

#### Finance Company Notification Service Fee

You may be charged a nonrefundable Finance Company Notification Service Fee of \$3.00 for each financed or leased vehicle listed on the Application.

#### Driver Filing Fee

You may be charged a Driver Filing Fee of \$25.00 for each driver who requires a proof of financial responsibility filing.

#### Paper Documents Fee

You may be charged a Paper Documents Fee of \$25.00 for electing to receive paper copies of Insurance Policy Documents that we would otherwise provide to you electronically.

#### Driving Device Restocking Fee

~~You may be charged a Driving Device Restocking Fee of \$100.00 for each device when the device(s) is/are not returned following policy cancellation or opting out of the DriveSense<sup>®</sup> Discount program.~~

#### State-Required Fees

You will be charged for fees as required by your state, if any.

### Cancellation for Non-Payment of Premium

To keep your Policy current and avoid cancellation, your payment must be received by its due date. We do not accept partial payments of the invoiced amount. If your full payment for the invoiced amount is not received by

the due date, a Late Payment Fee will be charged to your account. Any unpaid premium may result in the cancellation of your Policy.

### **Release of Information Contained in Devices**

If your insured vehicle is equipped with an Event Data Recorder, mileage verification device, or any similar device capable of providing information relevant to the rating of your Policy or settlement of a claim, you hereby consent to the release of information from that device to us and to any persons or entities working with us, subject to any applicable state law. You also agree to fully cooperate with us when dealing with any third party to facilitate the timely release of information contained on the device to us.

### **Notice of Insurance Practices and Use of Consumer Reports**

Personal information about you may be collected from persons other than you. Such information, as well as other personal and privileged information collected by us or our agents, may, in certain circumstances and as permitted by law, be disclosed to third parties. You have the right to review your personal information in our files and request the correction of any inaccuracies. More information about your rights and our practices regarding your personal information is available upon request.

In order to evaluate your eligibility for insurance coverage with us and to determine the correct premium to charge you, we order one or more reports provided by state agencies. However, we do not order credit reports nor do we base rates on credit scores. The reports we do order are necessary to verify information that you have provided us. Examples of reports include, but are not limited to, a Motor Vehicle Report (MVR), an insurance claim history report, and, where allowed by law, an investigative report. All reports are impartial statements of fact and are kept strictly confidential. The information we obtain will be used only for business purposes and to ensure that each applicant is evaluated fairly. Future reports may also be used for an update, renewal, extension, cancellation, or non-renewal of your insurance coverage. Upon request, we will provide you with the name, address, and telephone number of any state agency that furnishes us with your report.

### **Electronic Transactions**

The Electronic Signatures in Global and National Commerce Act of 2000 requires us to ask you for your consent to electronic transactions, including providing you with Insurance Policy Documents electronically. If you consent, you will receive all of your Insurance Policy Documents from us electronically, as permitted by law. Insurance Policy Documents in electronic format will have the same contractual force and effect as Insurance Policy Documents in paper format.

If you consent to electronic transactions, including receiving Insurance Policy Documents electronically, you may withdraw your consent at any time and begin receiving Insurance Policy Documents in paper format. In addition, you may request paper copies of your electronic Insurance Policy Documents at any time. However, the Paper Documents Fee set forth in the "Disclosure of Fees" section above may apply if you: (i) do not consent to electronic transactions, including receiving Insurance Policy Documents electronically; (ii) withdraw your consent to electronic transactions, including receiving Insurance Policy Documents electronically; or (iii) request to receive paper copies of your electronic Insurance Policy Documents. If you elect to receive paper copies of Insurance Policy Documents, you may, at any time, request and consent to electronic transactions, including receiving Insurance Policy Documents electronically. Please call us at 1-800-ESURANCE (1-800-378-7262) for any such withdrawals or requests.

Before you give your consent to electronic transactions, including receiving Insurance Policy Documents electronically, please be aware that, in order to access Insurance Policy Documents electronically, you must have: (i) a computer capable of connecting to the Internet; (ii) an Internet Service Provider; (iii) a browser capable of

viewing our Web site; (iv) an email service account that allows you to read, write, and send email; and (v) the ability to use hyperlinks to access other Web sites (collectively referred to as the “Technical Requirements”). You must have the Technical Requirements to download, display, print, and retain Insurance Policy Documents in Adobe Portable Display Format. Once you purchase your Policy, you will be given the opportunity to download a free copy of Adobe Reader so that you can view Insurance Policy Documents in Adobe Portable Display Format. If you do not have the Technical Requirements, you cannot receive Insurance Policy Documents electronically.

To access your online account, go to [www.esurance.com](http://www.esurance.com) and log in to your account with the email address and password you provided when you created or updated your account. Your Insurance Policy Documents will be accessible through your online account. To print any of your Insurance Policy Documents from your online account, click the “print” button located on the page or in your browser frame. To download and save any of your Insurance Policy Documents to your computer, open the insurance policy document by clicking on its hyperlink or icon and follow Adobe Reader’s directions for downloading and saving documents.

### **Cell Phone Policy**

You agree that you are providing your express consent to receive calls and text messages on your cellular telephone, and on any other device on which you may receive calls or text messages, from Esurance, its agents, affiliates and service providers that are placed using an automatic telephone dialing system or using artificial or prerecorded voice messages.

### **Updating Your Contact Information**

You must notify us of any changes to your email address, mailing address, or telephone number by updating your online account with your new contact information, calling our customer service center at 1-800-ESURANCE (1-800-378-7262), or by sending an email to [support@csr.esurance.com](mailto:support@csr.esurance.com).

Esurance Insurance Company  
Private Passenger Automobile Rules  
Massachusetts

	P25	PAYPAL DISCOUNT
	P26	GROUP MARKETING SAVINGS
	P27	FAST 5 DISCOUNT
	P28 – P30	RESERVED FOR FUTURE USE
	P31	SWITCH AND SAVE™ DISCOUNT
	P32	CLAIM-FREE DISCOUNT
	P33	ON-TIME PAYMENT DISCOUNT
	P34	EMERGENCY ROADSIDE SERVICE DISCOUNT
	P35	<del>DRIVING DEVICE</del> <u>DRIVESENSE™</u> DISCOUNT
	<u>P36</u>	<u>DRIVESENSE™ MOBILE DISCOUNT</u>
	<del>P36</del> – P42	RESERVED FOR FUTURE USE
	P43	RATE CAPPING
	P44	PREFERRED CUSTOMER DISCOUNT
DRIVER	D01	RESERVED FOR FUTURE USE
	D02	DRIVER VEHICLE FACTOR
	D03	RESERVED FOR FUTURE USE
	D04	DRIVER CLASSIFICATION
	D05	DRIVING RECORD POINTS
	D06	FINANCIAL RESPONSIBILITY FILINGS
	D07	RESERVED FOR FUTURE USE
	D08	PERMIT RATING
	D09	RESERVED FOR FUTURE USE
	D10	NAMED DRIVER EXCLUSIONS
	D11	MATURE DRIVER DISCOUNT
	D12	GOOD STUDENT DISCOUNT
	D13 – D21	RESERVED FOR FUTURE USE
	D22	DRIVER TO VEHICLE ASSIGNMENT
BILLING	B01	FINANCIAL RESPONSIBILITY FEE

**P36 – DriveSense™ Mobile Discount**

The DriveSense™ Mobile Discount is a policy level discount that will be applied when the customer agrees to use Esurance approved technology to track their driving habits. This technology will be used to collect data about driving habits for each driver enrolled in the program. An enrollment discount will be applied to the policy for the first term while the driver is actively enrolled in the UBI program. At each renewal term after opting into the program, the policy will receive discount factors based on the data collected, provided that sufficient data is collected. The applied discount factors will be prorated by the number of drivers on the policy for which sufficient data has been collected. After proration, the minimum discount factor to be applied is 1%. A customer may opt out one driver or all drivers from the program at any time. If all drivers are opted out, the discount will be removed. The technology must be continually installed to maintain program eligibility and discount application. A customer may be enrolled in the DriveSense™ Discount or the DriveSense™ Mobile Discount, not both.

The discount factors and applicable coverages are located in the rate manual.

Esurance Insurance Company  
Private Passenger Automobile Rules  
Massachusetts

| **P37 - P42 – RESERVED FOR FUTURE USE**

## ESURANCE INSURANCE COMPANY

### DriveSense Application Terms of Service

This agreement outlines the terms (the “Terms”) related to your use of the services provided to you by Arity, LLC (“Arity”) within the host mobile application (“Host Application”). The Arity services, as further detailed in these Terms, provide a mechanism to collect driving data (the “Services”). Your use of and access to the Arity Services are governed by these Terms. You accept these Terms by either (a) clicking to agree to these Terms, where this option is available; or (b) using the section with the Arity Services of the Host Application, in which case you are agreeing to be bound by these Terms.

Unless expressly stated, these Terms do not modify any other terms set forth in any application marketplace, including, but not limited to, the Apple App Store Terms and Conditions and Google Play Terms of Service or as otherwise required by any application marketplace provider (“Application Marketplace Provider”). To the extent necessary for these Terms to comply with Apple’s applicable Instructions for Minimum Terms of Developer’s End-User License Agreement (“Apple’s Minimum Terms”), Apple’s Minimum Terms are hereby incorporated into these Terms.

Arity reserves the right, at its discretion, to modify these Terms at any time. If you do not agree to these Terms as modified, you must stop using the Services. Your continued use of the Services following the posting of any changes to these Terms constitutes your acceptance of those changes.

Your right to use the Services terminates automatically if you violate these Terms.

You and Arity acknowledge that these Terms are entered into between you and Arity, and not between you and any Application Marketplace Provider. You further acknowledge that Arity is solely responsible for the Services.

### License

Arity grants you a revocable, limited, non-transferrable, non-exclusive license to use the Services within the Host Application on any compatible device that you own or control and as permitted by all applicable terms set forth in any applicable application marketplace.

### Age Requirement

If you are under the age of 18, you must review these Terms with your parent or legal guardian to ensure that you and your parent or legal guardian understand and accept these Terms.

### Data Collection and Use of Data by Arity

The Services collect a sampling of data that begins when motion is detected over a certain distance and data collection stops when motion is no longer detected for a specified amount of time. Location services must be enabled in the Host Application and on your device in order to collect data. Data from the Services is uploaded and transmitted to Arity. Data captured includes, but is not limited to, trip start and end time, miles, acceleration, braking behavior, cornering and speed during a trip. In addition the Services capture trip route information (GPS enabled) and mobile device information, including IMEI and operating system data available to



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the Services. Data may continue to be collected until the Services are turned off within the Host Application or the Host Application is removed from your device. If you wish for the Services to stop collecting data, you must turn off the Services within the Host Application, or uninstall the Host Application from your device.

To facilitate accurate data collection, you are responsible for ensuring that the most current version of the Host Application is installed on your device.

Arity gathers and combines data for the purpose of determining driving behavior as well as other forms of analysis and risk evaluation. The collected data may be retained indefinitely. Your acceptance of these Terms permits the use of all past and future data gathered since the first installation of the Host Application.

### **Sharing of Information with Third Parties**

Arity may work with other companies to provide you with services and benefits. These parties are collectively referred to in these Terms as "Service Providers." For example, Service Providers may include, without limitation, insurance companies, insurance agencies, telecommunications providers, wireless service providers, emergency personnel, towing companies, vehicle manufacturers, dealers, rewards platform administrators, equipment and software manufacturers, distributors, licensors, content providers, and any other person or entity who provides any service, equipment, content, features or facilities in connection with these programs and services. If any of the Service Providers imposes additional terms and conditions on the services it provides, those terms and conditions will be conveyed to you by those Service Providers.

Where legally permissible and available, Arity may offer additional products and services that utilize driving information, including your identity and location. Arity may use or share this data with third parties to develop and provide those services to you. We will ask for your consent before using personally identifiable information for a purpose other than those that are set out in these Terms. In addition, future services may permit you to share information with third parties. Please keep in mind that once you share your information publicly, it may be further distributed and accessed by other third parties.

In addition, Arity expects to use data collected from the application to develop new products and services and to provide, maintain and improve existing products and services. In the process, Arity may share data with affiliated companies. Arity may also share data with third parties in a manner where it is anonymized, aggregated, or both, for any lawful purpose. If Arity shares such data with unaffiliated third parties, that data will not include personally identifiable information about you.

### **Use of Information by Your Insurance Company**

The Services are intended to support programs and services offered by Arity, including the collection of driving related data, so that certain Service Providers can calculate any premium, discounts or rewards related to driving performance. If you participate in a program offered by an insurance company Service Provider that requires the collection of driving related data, Arity may share any data collected by the application with that insurance company Service Provider.

## ESURANCE INSURANCE COMPANY

The Service Provider, in its discretion, may use the driving data for any other purpose related to offering, issuing and administering insurance products. For more details regarding how the insurance company Service Provider may use data collected by the Application, you may review the insurance company Service Provider's privacy policy. If an insurance company Service Provider is using the data received under these Terms to facilitate your participation in a program that requires the collection of driving related data, the protections set forth in these Terms, including without limitation, the disclaimers of warranties and limitations of liability, extend to the insurance company Service Provider.

### Your Access to Data

You may request access to the data collected by the Services, and Arity will provide you with the requested data so long as the request meets what Arity determines to be a legitimate need related to the operation of a motor vehicle and is appropriately reasonable in scope. Arity may reject requests that are unreasonably repetitive, require technical effort disproportionate to any use of the information, or would be impractical.

### Disclosure to Third Parties

Arity may be required by law to disclose data collected by the Services to third parties, and all data may be deemed discoverable by third parties and used in accident investigations, litigation or both. You or Arity may be legally required to provide the data to third parties and their legal counsel. You should not expect to retain any privacy or confidentiality related to the use of the data captured through the Services.

Certain data may also be exposed via internal and external application programming interfaces. You hereby expressly consent that Arity may disclose to third parties any data necessary to respond to claims of violation of the rights of third parties and to protect Arity's rights or property.

### Wireless Service

The Host Application transmits data via your wireless carrier or an accessible Wi-Fi network. Arity is not responsible or liable for any data charges associated with the use of the Host Application or the Services. The service may occasionally be restricted, interrupted or discontinued due to conditions including, but not limited to: application design, network coverage, government regulation, or other situations beyond Arity's control.

### Location-Based Services

The Services transmit data regarding your GPS location. If you turn off location services for the application or your device, GPS data will not be captured and the Services functions will not operate effectively.

### Ownership of Arity Intellectual Property and Data

The Host Application and the Services, including all text, graphics, user and visual interfaces, trademarks, logos, computer code, documentation and other content (collectively, the "Content"), is the exclusive property of Arity, the Host Application owner or Arity's affiliates and is protected by copyright, trademark and other intellectual property laws. Further, you acknowledge and agree that Arity or its affiliates owns the data gathered by the Services.

## ESURANCE INSURANCE COMPANY

In the event of a third party claim that the Services or Host Application or your possession or use of the Services or Host Application infringes that party's intellectual property rights, you and Arity acknowledge that Arity and/or the Host Application owner, and not any Application Marketplace Provider, will be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

### Use Restrictions

You shall not and shall not permit others to:

- (a) interfere with the operation of the Services within the Host Application or another's use of the Services within the Host Application;
- (b) introduce any viruses, worms, malware, trojans, or other malicious or disruptive code;
- (c) impersonate any person or entity, provide false information required for obtaining access to the Application or Services;
- (d) reverse engineer, decompile, or otherwise attempt to derive source code of the software that powers the Application or Services;
- (e) create or use any script or automated tool that attempts to create multiple ways to access or use the Application or Services;
- (f) attempt to gain unauthorized access to the Application, Services, or any computer system used to provide the Application or Services, circumvent any access restriction or security measures with respect to the Application or Services, or disclose your access information or otherwise give access to the Application or Services to any third party;
- (g) tamper, alter, modify, change, disassemble, reverse engineer, copy, or duplicate in any manner the Application or its associated code.

If you do any of the above or otherwise violate any of these Terms, your license to use the Services will terminate effective immediately. You may also be removed and banned by the Service Provider from any or all rewards and service or product offerings, and you may forfeit all premium adjustments, rewards or offerings earned by you from the Service Provider. In addition, you may be subject to legal action and may be denied future participation in any products distributed by Arity.

### Support Services

The Services are provided "as is." Arity, the Application Marketplace Providers and the Service Providers are not responsible for providing any maintenance or support services for the Services or the Host Application.

### Disclaimers, Limitations, Exclusions and Indemnity

The Services within the Host Application are provided on an "as is," "without any warranty," and "without any liability" basis. Arity does not guarantee the quality, accuracy, completeness, or timeliness of the Services and, to the maximum extent permitted by law, Arity expressly disclaims any warranty of any kind with respect to the Services, including regarding their availability, quality, accuracy, fitness for any use or purpose, compatibility with any standards, or non-infringement. To the maximum extent permitted by law, Application Marketplace Providers shall have no warranty obligations whatsoever with respect to the Services.

## ESURANCE INSURANCE COMPANY

To the extent Arity has any liability under these Terms, Arity's liability shall be limited to the direct property damage caused solely by the Services to your device on which the Host Application is installed. To the maximum extent permitted by law, neither Arity, the Application Marketplace Providers nor the Service Providers will be liable for any other direct, indirect, special, incidental, exemplary, punitive, or consequential damages arising out of, related to or in connection with the Services, or the use of the Services, whether based in contract, tort, negligence, strict liability or otherwise, even if Arity has been advised of the possibility of such damages. You shall not seek to recover any damages, including consequential, lost profits, special, indirect or incidental damages from Arity, the Application Marketplace Providers or the Service Providers outside of the terms and conditions set forth in these Terms. You must file any lawsuit or other action directed against Arity, its affiliates, Application Marketplace Providers, or Service Providers regarding such damages within one year from the date of the event that caused the damage. Some jurisdictions may not permit some of the above disclaimers, limitations, and exclusions, in which case those non-permitted disclaimers, limitations, and exclusions would not apply to you.

You hereby agree to indemnify, defend, and hold harmless Arity, the Application Marketplace Providers and the Service Providers from and against all claims, losses, expenses, damages, or costs (including, but not limited to, direct, incidental, consequential, exemplary, and indirect damages) and reasonable attorneys' fees resulting directly or indirectly from or arising out of your use of the Services, or your violation of these Terms.

### Privacy Policy

For an explanation of how Arity collects, uses and shares information and data, please refer to Arity's privacy policy at <http://www.arity.com/privacy.html>. You agree to the collection, use and sharing of information and data you provide to Arity in accordance with these Terms and Arity's privacy policy.

### Product Claims

Subject to the terms and conditions contained herein, you and Arity acknowledge that Arity, and not any Application Marketplace Provider, is responsible for addressing any of your claims or the claims of any third party relating to the Services or your possession and/or use of the Application.

### Legal Compliance

You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and that you are not listed on any U.S. Government list of prohibited or restricted parties such as the Office of Foreign Assets Control (OFAC) list.

### Third Party Beneficiary

You and Arity acknowledge and agree that the applicable Application Marketplace Provider and its subsidiaries are third party beneficiaries of these Terms and that, upon your acceptance of these Terms, the applicable Application Marketplace Provider will have the right (and will be

## **ESURANCE INSURANCE COMPANY**

deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

### **General Terms**

The Services may only be used in the United States. Arity makes no representation that the materials in the Services are appropriate or available for use outside of the United States.

If any provision of these Terms is held invalid, void or unenforceable, then that provision is considered severable from the remaining provisions, and the remaining provisions shall remain in full force and effect.

Arity's failure to enforce any right or provision in these Terms shall not constitute a waiver of such provision, or any other provision in these Terms.

You shall comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Services.

### **Developer Contact**

If you have any questions, complaints or other inquiries, please contact Arity at [info@arity.com](mailto:info@arity.com)

# ESURANCE INSURANCE COMPANY

Disclosure Statement to Policyholders  
Esurance "DriveSense" Application

Technology provider address: Arity, 222 W Merchandise Mart Plaza, Suite 875, Chicago, IL 60654

General Inquiries: <https://www.arity.com/contact/>

Product Support: <https://arity.force.com/selfservice/s/>

## Data Retrieved

Arity will use the DriveSense Application ("Application") to retrieve the following data from the driver's mobile phone: Arity uses GPS to calculate speeding and braking behaviors that may be displayed to the user in the app. Information such as battery level, charging status, Bluetooth connectivity, phone handling and app permissions to enable trip tracking are also factors in considering if data should be collected from the user device.

## Data collecting process, parties to whom that information will be reported, and any long term memory requirements

There are no long-term memory requirements for the application to retain data. Vehicle trip data is stored locally in the DriveSense app up to 100 trips. Once the phone storage exceeds 100 trips, the oldest trip will be deleted, and the new trip data will be stored. Data captured from the device is uploaded to Arity systems regularly, excluding some environmental constraints like network availability from their provider. Once trip data is uploaded to the Arity servers successfully from the phone, trips will be scored and stored by Arity.

## Security measures that apply to the information obtained from the PED

All data transmitted to and from PEDs is encrypted with Transport Layer Security (TLS). Data maintained by Arity is protected with a defense in depth approach. As part of ongoing continual evaluation of Arity's program and controls, Arity regularly undergoes cybersecurity risk assessments and audits. These reviews ensure that Arity continually assesses opportunity areas and ensures robust security for all of its data. Additionally, Arity's privacy policy outlines the responsibilities of Arity employees related to protecting the privacy of both our consumer's and employee's Personal Identifiable Information (PII). Arity has a risk and compliance team that focuses on protection of data and compliance with all applicable laws and regulations. Agreements with third parties include requirements for data protection, including confidentiality, audit and security. These agreements also include requirements related to incident response, ongoing monitoring, data sharing, and secure disposal of information in accordance with our standards.

## Esurance's use of the collected information

Esurance will receive driver-level installation and registration records, as well as automobile trip-level records and all associated metadata. The delivered data includes trip start/end times and locations, total distance and duration, start/end time and intensity of hard braking events; start/end time and count of speeding events. Esurance will use this information to track application registration as well as to display trip information to the customers both within the application and via a website based customer portal in order to promote safe driving behaviors.

## Expected data usage

Trips are securely sent from the user's phone to Arity's back end services. Trips are transmitted using the user's cell phone data plan. Data transmission is minimal. On average, a user's trip of 25 minutes in length is about 23k to transmit. On a monthly basis, a user's trips may use about 2.3MB of their data plan.

## Participant ability to validate and or correct collected information

Each trip that is logged is immediately presented to the participant via the application. In any event where the participant does not agree with the information collected, they have the ability to delete the trip within the app and it will not be used for scoring.

Arity's description of its system, the suitability of its design, and the operating effectiveness of its controls has not been independently verified. However, Arity employs a multi-pronged approach with programs and policies in Information Security, Data Quality and Privacy, to ensure the appropriate controls are implemented and executed. These controls monitor, measure, and evolve the protection, availability, and integrity of the data that Arity captures, processes, stores, and shares with its customers. Arity's programs have dedicated team members who collaborate with multi-disciplinary teams, both within the Arity organization, and with external marketplace subject matter experts, to ensure Arity grows and adapts to support the needs of its customers. This approach ensures that established policies and controls, across all Arity platforms, are regularly tested and validated relative to thresholds, industry standards, and legal, regulatory, and contractual obligations. In addition, Arity performs ongoing testing, evaluation, and verification of its mobile applications and driving engine software development kit builds across a comprehensive set of mobile phone manufacturers and software providers.

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collect data. Data from the Services is uploaded and transmitted to Arity. Data captured includes, but is not limited to, trip start and end time, miles, acceleration, braking behavior, cornering and speed during a trip. In addition the Services capture trip route information (GPS enabled) and mobile device information, including IMEI and operating system data available to the Services. Data may continue to be collected until the Services are turned off within the Host Application or the Host Application is removed from your device. If you wish for the Services to stop collecting data, you must turn off the Services within the Host Application, or uninstall the Host Application from your device.

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#### Location-Based Services

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#### Ownership of Arity Intellectual Property and Data

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In the event of a third party claim that the Services or Host Application or your possession or use of the Services or Host Application infringes that party's intellectual property rights, you and Arity acknowledge that Arity and/or the Host Application owner, and not any Application Marketplace Provider, will be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

#### Use Restrictions

You shall not and shall not permit others to:

- (a) interfere with the operation of the Services within the Host Application or another's use of the Services within the Host Application;
- (b) introduce any viruses, worms, malware, trojans, or other malicious or disruptive code;
- (c) impersonate any person or entity, provide false information required for obtaining access to the Application or Services;
- (d) reverse engineer, decompile, or otherwise attempt to derive source code of the software that powers the Application or Services;
- (e) create or use any script or automated tool that attempts to create multiple ways to access or use the Application or Services;
- (f) attempt to gain unauthorized access to the Application, Services, or any computer system used to provide the Application or Services, circumvent any access restriction or security measures with respect to the Application or Services, or disclose your access information or otherwise give access to the Application or Services to any third party;
- (g) tamper, alter, modify, change, disassemble, reverse engineer, copy, or duplicate in any manner the Application or its associated code.

If you do any of the above or otherwise violate any of these Terms, your license to use the Services will terminate effective immediately. You may also be removed and banned by the Service Provider from any or all rewards and service or product offerings, and you may forfeit

all premium adjustments, rewards or offerings earned by you from the Service Provider. In addition, you may be subject to legal action and may be denied future participation in any products distributed by Arity.

#### Support Services

The Services are provided "as is." Arity, the Application Marketplace Providers and the Service Providers are not responsible for providing any maintenance or support services for the Services or the Host Application.

#### Disclaimers, Limitations, Exclusions and Indemnity

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To the extent Arity has any liability under these Terms, Arity's liability shall be limited to the direct property damage caused solely by the Services to your device on which the Host Application is installed. To the maximum extent permitted by law, neither Arity, the Application Marketplace Providers nor the Service Providers will be liable for any other direct, indirect, special, incidental, exemplary, punitive, or consequential damages arising out of, related to or in connection with the Services, or the use of the Services, whether based in contract, tort, negligence, strict liability or otherwise, even if Arity has been advised of the possibility of such damages. You shall not seek to recover any damages, including consequential, lost profits, special, indirect or incidental damages from Arity, the Application Marketplace Providers or the Service Providers outside of the terms and conditions set forth in these Terms. You must file any lawsuit or other action directed against Arity, its affiliates, Application Marketplace Providers, or Service Providers regarding such damages within one year from the date of the event that caused the damage. Some jurisdictions may not permit some of the above disclaimers, limitations, and exclusions, in which case those non-permitted disclaimers, limitations, and exclusions would not apply to you.

You hereby agree to indemnify, defend, and hold harmless Arity, the Application Marketplace Providers and the Service Providers from and against all claims, losses, expenses, damages, or costs (including, but not limited to, direct, incidental, consequential, exemplary, and indirect damages) and reasonable attorneys' fees resulting directly or indirectly from or arising out of your use of the Services, or your violation of these Terms.

#### Privacy Policy

For an explanation of how Arity collects, uses and shares information and data, please refer to Arity's privacy policy at <http://www.arity.com/privacy.html>. You agree to the collection, use and sharing of information and data you provide to Arity in accordance with these Terms and Arity's privacy policy.

#### Product Claims

Subject to the terms and conditions contained herein, you and Arity acknowledge that Arity, and not any Application Marketplace Provider, is responsible for addressing any of your claims or the claims of any third party relating to the Services or your possession and/or use of the Application.

#### Legal Compliance

You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and that you are not listed on any U.S. Government list of prohibited or restricted parties such as the Office of Foreign Assets Control (OFAC) list.

#### Third Party Beneficiary

You and Arity acknowledge and agree that the applicable Application Marketplace Provider and its subsidiaries are third party beneficiaries of these Terms and that, upon your acceptance of these Terms, the applicable Application Marketplace Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

#### General Terms

The Services may only be used in the United States. Arity makes no representation that the materials in the Services are appropriate or available for use outside of the United States.

If any provision of these Terms is held invalid, void or unenforceable, then that provision is considered severable from the remaining provisions, and the remaining provisions shall remain in full force and effect.

Arity's failure to enforce any right or provision in these Terms shall not constitute a waiver of such provision, or any other provision in these Terms.

You shall comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Services.

#### Developer Contact

If you have any questions, complaints or other inquiries, please contact Arity at [info@arity.com](mailto:info@arity.com)

Disclosure Statement to Policyholders  
Esurance "DriveSense" Application

Technology provider address: Arity, 222 W Merchandise Mart Plaza, Suite 875, Chicago, IL 60654  
General Inquiries: <https://www.arity.com/contact/>  
Product Support: <https://arity.force.com/selfservice/s/>

Data Retrieved

Arity will use the DriveSense Application ("Application") to retrieve the following data from the driver's mobile phone: Arity uses GPS to calculate speeding and braking behaviors that may be displayed to the user in the app. Information such as battery level, charging status, Bluetooth connectivity, phone handling and app permissions to enable trip tracking are also factors in considering if data should be collected from the user device.

Data collecting process, parties to whom that information will be reported, and any long term memory requirements

There are no long-term memory requirements for the application to retain data. Vehicle trip data is stored locally in the DriveSense app up to 100 trips. Once the phone storage exceeds 100 trips, the oldest trip will be deleted, and the new trip data will be stored. Data captured from the device is uploaded to Arity systems regularly, excluding some environmental constraints like network availability from their provider. Once trip data is uploaded to the Arity servers successfully from the phone, trips will be scored and stored by Arity.

Security measures that apply to the information obtained from the PED

All data transmitted to and from PEDs is encrypted with Transport Layer Security (TLS). Data maintained by Arity is protected with a defense in depth approach. As part of ongoing continual evaluation of Arity's program and controls, Arity regularly undergoes cybersecurity risk assessments and audits. These reviews ensure that Arity continually assesses opportunity areas and ensures robust security for all of its data. Additionally, Arity's privacy policy outlines the responsibilities of Arity employees related to protecting the privacy of both our consumer's and employee's Personal Identifiable Information (PII). Arity has a risk and compliance team that focuses on protection of data and compliance with all applicable laws and regulations. Agreements with third parties include requirements for data protection, including confidentiality, audit and security. These agreements also include requirements related to incident response, ongoing monitoring, data sharing, and secure disposal of information in accordance with our standards.

Esurance's use of the collected information

Esurance will receive driver-level installation and registration records, as well as automobile trip-level records and all associated metadata. The delivered data includes trip start/end times and locations, total distance and duration, start/end time and intensity of hard braking events; start/end time and count of speeding events. Esurance will use this information to track application registration as well as to display trip information to the customers both within the application and via a website based customer portal in order to promote safe driving behaviors.

Expected data usage

Trips are securely sent from the user's phone to Arity's back end services. Trips are transmitted using the user's cell phone data plan. Data transmission is minimal. On average, a user's trip of 25 minutes in length is about 23k to transmit. On a monthly basis, a user's trips may use about 2.3MB of their data plan.

Participant ability to validate and or correct collected information

Each trip that is logged is immediately presented to the participant via the application. In any event where the participant does not agree with the information collected, they have the ability to delete the trip within the app and it will not be used for scoring.

Arity's description of its system, the suitability of its design, and the operating effectiveness of its controls has not been independently verified. However, Arity employs a multi-pronged approach with programs and policies in Information Security, Data Quality and Privacy, to ensure the appropriate controls are implemented and executed. These controls monitor, measure, and evolve the protection, availability, and integrity of the data that Arity captures, processes, stores, and shares with its customers. Arity's programs have dedicated team members who collaborate with multi-disciplinary teams, both within the Arity organization, and with external marketplace subject matter experts, to ensure Arity grows and adapts to support the needs of its customers. This approach ensures that established policies and controls, across all Arity platforms, are regularly tested and validated relative to thresholds, industry standards, and legal, regulatory, and contractual obligations. In addition, Arity performs ongoing testing, evaluation, and verification of its mobile applications and driving engine software development kit builds across a comprehensive set of mobile phone manufacturers and software providers.































Driving Device Score	Renewal Discount													
	RBI	OBI	PD	UM	UIM	PIP	MED	COMP	COLL	<u>Ltd.</u> COLL	LLG	RC	TL	CPE
991	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
992	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
993	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
994	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
995	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
996	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
997	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
998	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
999	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
1000	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97

Esurance Insurance Company  
Private Passenger Automobile Rules  
Massachusetts

	P25	PAYPAL DISCOUNT
	P26	GROUP MARKETING SAVINGS
	P27	FAST 5 DISCOUNT
	P28 – P30	RESERVED FOR FUTURE USE
	P31	SWITCH AND SAVE™ DISCOUNT
	P32	CLAIM-FREE DISCOUNT
	P33	ON-TIME PAYMENT DISCOUNT
	P34	EMERGENCY ROADSIDE SERVICE DISCOUNT
	P35	DRIVESENSE™ DISCOUNT
	P36	DRIVESENSE™ MOBILE DISCOUNT
	P37 – P42	RESERVED FOR FUTURE USE
	P43	RATE CAPPING
	P44	PREFERRED CUSTOMER DISCOUNT
DRIVER	D01	RESERVED FOR FUTURE USE
	D02	DRIVER VEHICLE FACTOR
	D03	RESERVED FOR FUTURE USE
	D04	DRIVER CLASSIFICATION
	D05	DRIVING RECORD POINTS
	D06	FINANCIAL RESPONSIBILITY FILINGS
	D07	RESERVED FOR FUTURE USE
	D08	PERMIT RATING
	D09	RESERVED FOR FUTURE USE
	D10	NAMED DRIVER EXCLUSIONS
	D11	MATURE DRIVER DISCOUNT
	D12	GOOD STUDENT DISCOUNT
	D13 – D21	RESERVED FOR FUTURE USE
	D22	DRIVER TO VEHICLE ASSIGNMENT
BILLING	B01	FINANCIAL RESPONSIBILITY FEE

**P36 – DriveSense™ Mobile Discount**

The DriveSense™ Mobile Discount is a policy level discount that will be applied when the customer agrees to use Esurance approved technology to track their driving habits. This technology will be used to collect data about driving habits for each driver enrolled in the program. An enrollment discount will be applied to the policy for the first term while the driver is actively enrolled in the UBI program. At each renewal term after opting into the program, the policy will receive discount factors based on the data collected, provided that sufficient data is collected. The applied discount factors will be prorated by the number of drivers on the policy for which sufficient data has been collected. After proration, the minimum discount factor to be applied is 3%. A customer may opt out one driver or all drivers from the program at any time. If all drivers are opted out, the discount will be removed. The technology must be continually installed to maintain program eligibility and discount application. A customer may be enrolled in the DriveSense™ Discount or the DriveSense™ Mobile Discount, not both.

The discount factors and applicable coverages are located in the rate manual.

Esurance Insurance Company  
Private Passenger Automobile Rules  
Massachusetts

**P37 - P42 – RESERVED FOR FUTURE USE**

Esurance Insurance Company  
Private Passenger Automobile Rules  
Massachusetts

	P25	PAYPAL DISCOUNT
	P26	GROUP MARKETING SAVINGS
	P27	FAST 5 DISCOUNT
	P28 – P30	RESERVED FOR FUTURE USE
	P31	SWITCH AND SAVE™ DISCOUNT
	P32	CLAIM-FREE DISCOUNT
	P33	ON-TIME PAYMENT DISCOUNT
	P34	EMERGENCY ROADSIDE SERVICE DISCOUNT
	P35	<del>DRIVING DEVICE</del> <u>DRIVESENSE™</u> DISCOUNT
	<u>P36</u>	<u>DRIVESENSE™ MOBILE DISCOUNT</u>
	<del>P36</del> – P42	RESERVED FOR FUTURE USE
	P43	RATE CAPPING
	P44	PREFERRED CUSTOMER DISCOUNT
DRIVER	D01	RESERVED FOR FUTURE USE
	D02	DRIVER VEHICLE FACTOR
	D03	RESERVED FOR FUTURE USE
	D04	DRIVER CLASSIFICATION
	D05	DRIVING RECORD POINTS
	D06	FINANCIAL RESPONSIBILITY FILINGS
	D07	RESERVED FOR FUTURE USE
	D08	PERMIT RATING
	D09	RESERVED FOR FUTURE USE
	D10	NAMED DRIVER EXCLUSIONS
	D11	MATURE DRIVER DISCOUNT
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