Smart Haul Program Terms and Conditions

Terms and Conditions

Your participation in the **Smart Haul** program is expressly conditioned on your acceptance of these terms and conditions. If you do not agree with any part of these terms and conditions, you should not participate in the program.

About the Program

This is a voluntary program instituted by the Progressive Group of Insurance Companies (Progressive) to obtain a range of commercial vehicle usage data for use in underwriting and rating, and for use in the resolution of claims. The data may also be used to verify information provided by you during the purchase of the policy.

Acknowledgement/Vehicle Owner Consent

By participating in the program, you represent that you have the consent of the registered owner of each vehicle in which a device is installed to provide information collected by the device to us, and permit us to retain and use the information as described in these terms and conditions. Progressive will retain information collected or derived from the device indefinitely. Progressive's retention of this information does not relieve you or the registered owner or operator of the vehicles enrolled in the Smart Haul program from any obligations imposed by the Federal Motor Carrier Safety Administration or other laws related to Electronic Logging Data, including any requirement or obligation to preserve and/or furnish the data.

Vehicle Usage Data

Privacy

At Progressive, we're committed to protecting your privacy and earning your trust. We understand that you value your privacy, and that you may have concerns about how we use the data collected through the program. That's why in addition to our commitment to you in our Privacy Policy, available at www.progressive.com, we want to clearly describe the data we collect, and what we will and won't do with the data.

Vehicle usage data is transmitted from the device to your telematics vendor, who in turn makes the data available to us. Once in our possession, we limit access to the data and use physical, electronic, and procedural safeguards to help protect it and your privacy. We will not sell personally identifiable telematics data to any third parties.

Data We Receive

Telematics devices record a variety of vehicle usage information, which may include, but may not be limited to, vehicle speed, location and time of day, and when the device is connected and disconnected from the vehicle. They may also record the Vehicle Identification Number upon installation. Other information, such as miles driven and rates of acceleration and braking, is derived from the speed and time information recorded by the device.

How We Use the Data

Please know that vehicle usage data will be used to rate your policy and for underwriting purposes, including verification of data provided by you. Once your initial rate is established, any rate changes from vehicle usage data will only occur at renewal.

Vehicle data may also be helpful in the event of a claim. We may use your vehicle data to assist in resolving claims. This may include, but is not necessarily limited to, validating the circumstances of the incident, such as date and time of loss, vehicle identification, crash location, and circumstances of the incident. This may help to speed the resolution of your claim, and may help protect you from a false claim being made against you.

When We May Disclose the Data to Others

We will not share personally identifiable telematics data with any third parties unless it's necessary or appropriate to service your insurance policy, detect or prevent fraud, perform research, resolve claims or comply with the law. For example, telematics data may be disclosed:

- when we're legally required to provide the data, such as in response to a subpoena in a civil lawsuit or by police when investigating the cause of an accident;
- to service providers who are contractually required to maintain its confidentiality;
- when sharing the data may assist with or speed the resolution of a claim; and/or
- as otherwise required by law.

We may share de-personalized vehicle usage data more broadly. De-personalizing the data means that we remove personally identifiable information so that the data cannot be associated with a particular driver, vehicle or policyholder.

Usage and Eligibility Requirements

Enrollment will occur when you give us your permission to obtain your data, receive a quote or renewal offer from us, or make an endorsement request to enroll in Smart Haul, and you accept these terms and conditions for participating in the program.

Communications

We will periodically send you information by mail, e-mail and/or phone while you're participating in the program.

Ending Your Enrollment in the Program

You may end your enrollment in the program at any time by contacting Progressive.

Modification of the Program

The Progressive Group of Insurance Companies (Progressive) reserves the right to modify the terms and conditions at any time. Any modifications to these terms and conditions can be viewed at www.progressivecommercial.com/smarthaul/terms. Continued participation in the telematics program by you will constitute your acceptance of any revisions to these terms and conditions. Please check this page regularly.

PROGRESSIVE RESERVES THE RIGHT TO MODIFY OR TERMINATE THE PROGRAM AT ANY TIME AND FOR ANY REASON.