

TERMS AND CONDITIONS

Click on the following links to be taken to the terms and conditions documents for the SMARTtrek Program:

For AAA Insurance Customers:

[AAA SMARTtrekSM PROGRAM BASIC SUBSCRIPTION TERMS AND CONDITIONS](#)

Offered in conjunction with The Telematics Device Discount Program of CSAA Insurance Group

[AAA Auto Insurance Usage Based Insurance Program Terms and Conditions CSAA Insurance Group, a AAA Insurer](#)

AAA CLUB PARTNERS, INC.
SMARTtrekSM PROGRAM

BASIC SUBSCRIPTION TERMS AND CONDITIONS

AAA SMARTtrekSM Basic Program Subscription Terms and Conditions (“SMARTtrekSM Subscription Terms”) are offered to You because You have decided to participate in the Usage Based Insurance Program (the “Usage Based Insurance Program”) offered as part of the auto insurance policy through your AAA insurer, CSAA Insurance Group (“CSAA IG”) to customers of the American Automobile Association Club (the “AAA Club”) operating in Your area. CSAA IG consists of CSAA Insurance Exchange, CSAA General Insurance Company, CSAA Fire & Casualty Insurance Company, CSAA Affinity Insurance Company, CSAA Mid-Atlantic Insurance Company and CSAA Mid-Atlantic Insurance Company of New Jersey, all of which are AAA insurers.

As a participant in the Usage Based Insurance Program, You will receive from AAA Club Partners, Inc. (“ACP” “We” or “Us”) a SMARTtrekSM device (each, a “Device”) for each vehicle You have enrolled in the Usage Based Insurance Program (each, an “Enrolled Vehicle”) and, upon installation by You, receive services offered by ACP in connection with its SMARTtrekSM Program (the “Services”). The Device(s) in Your Enrolled Vehicle(s) will each collect and transmit information about how, when and where that Enrolled Vehicle is driven. You will receive the Device(s) upon your acceptance of these SMARTtrekSM Subscription Terms which is an agreement (“Your Subscription”) between You and ACP. **Please note that, in order for Your Subscription to become effective, and for You to participate in the Usage Based Insurance Program and obtain a discount on Your automobile insurance policy, You must also agree to the CSAA IG Usage Based Insurance Program Terms and Conditions, a separate agreement between You and CSAA IG.**

You agree that (1) You are and will continue to be the owner or lessee of each Enrolled Vehicle that you have identified in connection with Your Subscription; (2) You are aware of no reason You may not enroll each Enrolled Vehicle in the AAA SMARTtrekSM Program; and (3) all information provided by You to ACP in connection with Your Subscription, whether by entering such information on the form provided or by confirming the information already presented in that form, is complete and accurate. You agree to promptly notify ACP if you cease to own or lease any Enrolled Vehicle and upon learning that any such information is inaccurate or incomplete.

THE PROGRAM: The AAA SMARTtrekSM Program is offered by ACP in connection with Your purchase of automobile insurance under the Usage Based Insurance Program. ACP is providing the AAA SMARTtrekSM Program in conjunction with ACP’s partner and vendor organizations (the AAA Club and such organizations, other than CSAA IG, are referred to collectively as “Program Partners”). All references herein to ACP shall be deemed to include both ACP and its Program Partners.

IMPORTANT NOTICE: While a Device for each Enrolled Vehicle is provided to You as part of Your Subscription, it remains the property of ACP. Whenever Your participation in the SMARTtrekSM Program ends for any reason, You must return the Device(s) to ACP and, if you end the enrollment of a particular Enrolled Vehicle, You must return the Device provided for that vehicle to ACP. To return one or more Devices to ACP first call Customer Support (800-814-4684) Monday – Friday, during the hours 7:00 a.m. to 11:00 p.m., Eastern Time (4:00 a.m. to 8:00 p.m. Pacific Time), except holidays. We will send You a pre-paid mailer You may use to return the Device(s). If You do not return any Device in good working condition to ACP within 30 days after Your Subscription ends, You agree to pay ACP’s Device Non-Return Fee (currently \$100) to cover the cost of each Device that has not been returned in good working condition.

Some automobiles (principally older ones, diesels and hybrids) aren't compatible with the Device or the SMARTtrekSM Program. If You suspect the SMARTtrekSM Device is causing trouble in one of Your Enrolled Vehicles, remove it immediately and contact SMARTtrekSM Customer Support (800-814-4684) or email ACP at SMARTtrekhelp@aaaclubpartners.com. To avoid Your incurring unnecessary charges by a repair facility, You should not take an Enrolled Vehicle for repair before receiving instructions from SMARTtrekSM Customer Support.

DESCRIPTION OF SMARTtrekSM PROGRAM: ACP will, from time to time offers various Services within the SMARTtrekSM Program, which may include the following telematics services and features:

- Online access via web portal. Through this portal, You can
 - Review current and historical information concerning the health of Your Enrolled Vehicle(s), including diagnostic trouble codes
 - Determine where each Enrolled Vehicle is in near real-time
 - Review information about recent trips, including where and how each Enrolled Vehicle has been driven, using a weekly trip journal
 - Review usage statistics and details for each Enrolled Vehicle
 - Review economy driving tips developed based on Your driving style
- ACP will send You (by e-mail or text message)
 - Alerts/warnings for low battery, high temperature, and major trouble codes with basic interpretations for each code
 - Maintenance and service reminders
 - Summary e-mail reports
- If You need AAA Emergency Roadside Assistance services, ACP can locate Your Enrolled Vehicle and dispatch the appropriate service vehicle.

ACP may change the Services included in the SMARTtrekSM Program from time to time.

HARDWARE AND INSTALLATION:

Your Device(s) will be shipped to You along with Quick Start Guide(s) instructing You how to plug a Device into Your Enrolled Vehicle. It is Your responsibility to ensure that the Device is properly installed in each Enrolled Vehicle. If You need any assistance please refer to the Quick Start Guide or contact SMARTtrekSM Customer Support.

Enhancements or modifications to the Services may require the removal and replacement of Your Device(s) with other hardware. You agree to exchange each Device with other hardware provided by ACP, and to return such Device to ACP.

Each Enrolled Vehicle must be SMARTtrekSM compatible and have a working electrical system, including adequate battery power, in order for the Device to operate appropriately. The Device continually draws a small amount of current from the battery, even when the Enrolled Vehicle is not turned on. Do not use a Device in vehicles that have old or weak batteries, or that may go extended periods without being started, since the Device may drain the vehicle's battery.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF OR ANY RELIANCE ON THE SERVICES IS SOLELY AND COMPLETELY AT YOUR OWN RISK AND RESPONSIBILITY. IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT YOU (AND/OR ANY OTHER DRIVER OF AN ENROLLED VEHICLE) OPERATE THE ENROLLED VEHICLE SAFELY, MAINTAIN THE VEHICLE APPROPRIATELY, EXERCISE GOOD JUDGMENT AND OBEY TRAFFIC AND OTHER

APPLICABLE LAWS AND INSTRUCTIONS, WHEN OPERATING YOUR VEHICLE AND USING THE DEVICE AND SERVICES.

PRIVACY:

In order to provide You the Services, ACP will collect information concerning when, where and how each Enrolled Vehicle is driven, as well as its health. This information may be used and shared with third parties, including Program Partners and CSAA IG, as described in ACP's SMARTtrekSM privacy policy. This privacy policy is part of Your Subscription. Please read it carefully. THERE ARE NO ADDITIONAL USES AND NO ADDITIONAL DISCLOSURES.

You understand and agree that You are responsible for maintaining the confidentiality of passwords associated with any account You use to access the Services.

Use of the Services the Device(s) or the SMARTtrekSM website is subject to these SMARTtrekSM Subscription Terms and ACP's SMARTtrekSM privacy policy.

ARBITRATION: This provision describes when and how Covered Disputes (as defined below) may be arbitrated. A "Covered Dispute" is any claim, dispute or controversy involving You and ACP (1) where the amount in controversy is \$25,000 or more, and (2) which in any way arises from or relates to Your Subscription, to the Device and/or to ACP's provision of Services hereunder, and (3) as to which a party, at any time before such party has filed a complaint or a responsive pleading with any court, by giving written notice to the other party, has elected to treat as a Covered Dispute to be resolved by arbitration in accordance with this provision. A Covered Dispute includes not only initial claims, but also related counterclaims, cross-claims and third-party claims, and includes claims whether based in contract, tort, fraud and other intentional torts, whether at law or in equity, including any claim for injunctive or declaratory relief; disputes based on constitutional grounds or on laws, regulations, ordinances or similar provisions; and disputes about the validity, enforceability, arbitrability or scope of this or any other provision of Your Subscription.

If You and ACP choose arbitration as a method to settle any Covered Dispute, then such election will be binding on the other party and (1) the Covered Dispute will be decided by a single arbitrator sitting within the state in which you reside pursuant to the rules of the American Arbitration Association and not in a court (2) the determination of the arbitrator shall be binding on the parties, and (3) discovery and rights to appeal are limited by the rules of the American Arbitration Association.

You hereby irrevocably waive Your right to participate as a representative or member of a class action in which ACP is or becomes a defendant, and You agree that You will not join Your any claims You have or may hereafter have against ACP with the claims of any other person or entity.

PROPRIETARY RIGHTS: You acknowledge and agree that ACP (or one or more third parties, including Program Partners) owns the Device(s) and all patent rights, trademark, copyrights and other intellectual property rights embodied or used in the Device(s) or in providing any of the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist), and that You do not obtain any ownership interest in any of the foregoing by virtue of Your Subscription. You agree that You shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within a Device. You agree that in using the Services, You will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos. You will not attempt to reverse engineer or tamper with a Device.

AUTHORIZED USE AND LIMITATIONS: ACP gives You a limited, personal, non-assignable and non-exclusive right to use each Device and any software provided to You as part of the Device, or in connection with the Services (the “Software”) as hereafter provided. A Device and any related software may be used only for personal, household and family purposes and NOT for any business purpose whatsoever (such as, by way of example, management of a fleet of business vehicles). This limited right is for the sole purpose of enabling You to use and enjoy the benefit of the Services as provided by ACP, in the manner permitted by this Subscription. You may not use a Device or the Software in any other manner or for any other purpose. Without limiting the generality of the foregoing sentence, You may not (nor permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof.

USE OF WEBSITE: ACP maintains a website that You may access in connection with the Services. You agree that You will not use or attempt to use the website: (1) for any purpose or in any manner that is any way unlawful or prohibited, (2) to transmit any unauthorized or unsolicited advertisements or other commercial communications, (3) to transmit any viruses, (4) to interfere with ACP’s network services; (5) to gain unauthorized access to any of ACP’s network services, or 6) to impair or limit ACP’s ability to operate the website or any other person’s ability to access or use the website. You agree that You will only access or use information relating to You (and not to any other person) and/or Your Vehicle. You agree that You will access the website at Your own risk. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR THE USE OF THE WEBSITE, SERVER AND THE INTERNET GENERALLY. You understand that neither ACP nor its Program Partners can or does ensure continuous access to the website. Access may be interrupted due to technical limitations, such as heavy use and server malfunctions, or other circumstances such as maintenance. ACP reserves the right to modify the website at any time without Your consent.

LIMITATION OF LIABILITY: (NOT APPLICABLE IN MONTANA)

YOU UNDERSTAND AND AGREE THAT ACP AND ITS PROGRAM PARTNERS SHALL NOT BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSS OF ANY KIND (INCLUDING, WITHOUT LIMITATION LOSS OF OR DAMAGE TO YOUR VEHICLE(S) OR ASSETS OR LOSS OF PROFITS, REVENUES OR DATA) CAUSED BY, RESULTING FROM, OR IN ANY WAY CONNECTED TO, YOUR USE OF (OR INABILITY TO USE) THE DEVICE(S), THE SERVICES, FOR ANY INTERRUPTION OF THE SERVICES, REGARDLESS OF CAUSE, OR YOUR RELIANCE ON THE WEBSITE OR ANY MATERIALS, INFORMATION, PRODUCTS OR SERVICES OBTAINED OR ACCESSED THROUGH THE WEBSITE, EVEN IF ACP OR, A PROGRAM PARTNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR THOSE JURISDICTIONS THAT EITHER DO NOT ALLOW OR PLACE RESTRICTIONS UPON THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TYPES OF AGREEMENTS, THIS LIMITATION SHALL BE CONSTRUED TO PERMIT THE MAXIMUM EXCLUSION OR LIMITATION PERMITTED BY APPLICABLE LAW.

NO ACTION SHALL BE BROUGHT FOR ANY BREACH OF YOUR SUBSCRIPTION MORE THAN ONE YEAR AFTER THE EVENT CLAIMED TO CONSTITUTE SUCH BREACH.

NOTWITHSTANDING ANYTHING ELSE SET FORTH HEREIN, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. ACP AND, EACH PROGRAM PARTNER EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES, REPRESENTATIONS AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-

INFRINGEMENT WITH RESPECT TO THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES OR HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

SPECIFICALLY, AND WITHOUT LIMITATION, ACP, ITS PROGRAM PARTNERS CANNOT BE HELD LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES RESULTING FROM ANY CIRCUMSTANCE OR EVENT BEYOND ITS CONTROL.

IF WE OR A PROGRAM PARTNER ARE FOUND TO BE LIABLE TO YOU FOR ANY REASON OTHER THAN AS SET FORTH ABOVE, YOU AGREE THAT THE MAXIMUM, AGGREGATE LIABILITY OF US AND THE PROGRAM PARTNERS TO YOU, AND YOUR EXCLUSIVE REMEDY UNDER ANY THEORY OR FOR ANY CAUSE WHATSOEVER (INCLUDING BUT NOT LIMITED TO ANY PERSONAL INJURY, PROPERTY DAMAGE, OR PRODUCTS LIABILITY), SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE REASONABLE REIMBURSEMENT FOR ANY DAMAGE TO YOUR VEHICLE WHICH IS PROVEN, BEYOND A REASONABLE DOUBT, TO HAVE BEEN SOLELY CAUSED BY THE DEVICE.

LIMITATIONS OF TECHNOLOGY: You understand, acknowledge and accept the following inherent technical limitations relating to the use of the Services:

(a) *Wireless Network Coverage and Service.* Complete coverage at all times is improbable. The existence of adverse conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations, can interrupt data transmissions on which the Services rely at times. Certain circumstances such as weather, tunnels, underground structures, terrain, high-rise buildings, enclosed or underground parking or driving areas, faulty installation, motor ignition and other electrical noises and radio signals from external sources may also interfere with data transmissions and affect the Services. ACP, its Program Partners or their respective service providers utilize wireless networks with broad coverage areas to access Your Device(s), but there are still areas within these coverage areas where wireless service is unavailable. Also, from time to time, poor coverage areas occur even in fully developed areas, thereby limiting system performance. Other wireless network environmental issues may affect the communications link between the Devices and the ACP service center.

(b) *Global Positioning System.* Each Device relies on the GPS System to obtain vehicle location information used in providing the Services. To obtain and use GPS location information, the GPS antenna in a Device must have a direct line of sight to the satellites. If this data path is impaired (e.g. underground parking lots or the shadow of tall buildings), it can affect the ability of a Device to recognize and record an accurate location which is needed for many of the Services.

(c) *Tampering with a Device.* If a Device is tampered with, disconnected or completely removed, the Device will not work to collect and transmit data. Those Services which depend on current transmission of Data by a Device (such as current vehicle location) will be unavailable, and historical information made available through the Services will become inaccurate and/or incomplete. ACP reserves the right to charge You a \$100 Device replacement fee if a Device is tampered with, becomes inoperable for any reason and needs to be replaced.

(d) *Security.* The Devices and Services have many complex elements and are not guaranteed against eavesdroppers, hackers, denial of service attacks, viruses or interceptors. You acknowledge and agree, and undertake to inform any users of the Devices and Services, that ACP shall not be liable for any lack of privacy or security resulting from use of ACP products or Services.

(e) *Availability of Cellular Technology/Mapping.* Services are based on cellular technology which may become obsolete in the future as a result of changes in wireless technology or actions by telecom providers or regulators with respect to cellular technology in mapping applications. In addition, the Services utilize maps that are published by third parties and these maps may be or become inaccurate and/or incomplete. ACP assumes no responsibility for the accuracy or inaccuracy of any maps upon which the Services are based.

ACP shall not be responsible for any failures of deficiencies of the Services resulting from any of the foregoing.

FEES: There is no fee for the Services during the First Subscription Period described below. If you choose to renew Your Subscription for a renewal term after Your First Subscription Period, you agree to pay ACP its standard renewal fee as in effect at the time of your renewal.

SUBSCRIPTION TERM: Your Subscription begins immediately upon Your acceptance of these SMARTtrekSM Subscription Terms. Your Subscription will continue in effect for an initial term (the “First Subscription Period”) the same as the initial term of the automobile insurance policy you purchased under the Usage Based Insurance Program (either a 12 month or 6 month term). If CSAA IG wishes, it may ask you to continue Your SMARTtrek Subscription (and keep Device(s) installed in your Enrolled Vehicle(s) and if you choose to do so, Your First Subscription Period will extend for the first renewal term of your CSAA IG automobile insurance policy (again, either a 12 month or 6 month term). If you choose to continue your Subscription after Your First Subscription Period, it will renew for an additional 12 month renewal term at ACP’s then effective annual renewal fee.

Your Subscription may terminate early if (i) You cease to be a current AAA member, (ii) You cancel Your Subscription or your participation in the Usage Based Insurance Program, (iii) We terminate Your Subscription because of Your violation of these SMARTtrekSM Subscription Terms, or (iv) Your Vehicle becomes incompatible with the Device.

CHANGES IN TERMS AND SERVICE: ACP RESERVES THE RIGHT TO CHANGE THE TERMS OF YOUR SUBSCRIPTION AT ANY TIME. ACP WILL GIVE YOU PRIOR WRITTEN NOTICE OF ANY SUCH CHANGE, AND THE CHANGE WILL BE EFFECTIVE FORTY FIVE DAYS AFTER SUCH NOTICE HAS BEEN GIVEN. CONTINUED USE OF THE SERVICES THEREAFTER WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES.

CUSTOMER CARE: For questions about Your account, Subscription Services, or other issues, please visit www.aaa.com/SMARTtrek-home and access either the Help or Contact Us sections.

GENERAL: If any term hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations, such term shall be deemed omitted to the extent prohibited or invalid but the remaining provisions of Your Subscription shall not be invalidated and shall be given effect so far as possible. Your Subscription is fully assignable by ACP to any person or entity and shall inure to the benefit of such assignee or successor. You may not assign Your Subscription without the prior written consent of ACP. The terms and conditions hereof shall govern the relationship between the parties. The provisions herein shall supersede any provisions, terms and conditions, or agreement entered into by You and ACP with respect to the Services.

CONSENT TO CONDUCT BUSINESS ELECTRONICALLY/ELECTRONIC SIGNATURE: ACP may need/desire to send You communications from time to time. You agree that ACP, on behalf of itself, and others, may send communications to You by e-mail at the e-mail address You have provided (which You warrant to be Your correct e-mail address) and/or make communications available to You by posting them on the Website. You consent to receive these communications electronically. The decision whether

or not to do business electronically is Yours. Your consent to do business electronically and Your agreement to do so cover all transactions You conduct with ACP in connection with Your Subscription and/or the Services as long as You remain a user of the Services.

By signing this Subscription (through electronic acceptance), You agree to the terms and conditions in this Subscription. By selecting "I Agree", You are signing this Subscription electronically. You agree that Your electronic signature is the legal equivalent of Your manual signature on this Subscription. By selecting "I Agree", You agree (on behalf of Yourself any other owner of the Vehicle) to be legally bound by this Subscription's terms and conditions. You further agree that Your use of a key pad, mouse or other device to select an item, button, icon or similar act/action which manifests Your acceptance of this Subscription constitutes Your signature to this Subscription to the same extent as if (1) this Subscription existed in printed form, and (2) You indicated Your agreement by affixing Your signature in a space provided for You on the printed form to indicate Your acceptance.

The version date of this document is November, 2014.

Signature: _____ Date: _____

Policy Number: _____

**AAA Auto Insurance
Usage Based Insurance Program
Terms and Conditions
CSAA Insurance Group, a AAA Insurer**

These Usage Based Insurance Program Terms and Conditions (“Terms and Conditions”) state the terms for receiving a discount under the Usage Based Insurance Program for a vehicle insured under your automobile insurance policy with the CSAA Insurance Group (“Policy”). The CSAA Insurance Group consists of CSAA Insurance Exchange; CSAA General Insurance Company; CSAA Fire & Casualty Insurance Company; CSAA Affinity Insurance Company, CSAA Mid-Atlantic Insurance Company and CSAA Mid-Atlantic Insurance Company of New Jersey (the “Company,” “we,” “our,” and “us”). Our Usage Based Insurance Program provides a discount on the premium owed for your Policy as detailed below.

You must agree to these Terms and Conditions to obtain and/or maintain the discount under the Company’s Usage Based Insurance Program. We recommend that you print a copy of these Terms and Conditions for your records using your browser’s print function.

Usage Based Insurance Program Overview

Our Usage Based Insurance Program is a voluntary program that offers two types of discounts to the premium for your Policy. The first is a participation discount that is an up to 10% discount of your Policy premium. The participation discount is applied (a) during the first term your Policy insuring your vehicle (“Vehicle”) is under our Usage Based Insurance Program and, in certain situations, when your Policy under the Usage Based Insurance Program is renewed for the first time as described below in this Usage Based Insurance Overview section, and (b) when you have subscribed to the SMART*trek*SM Program (described below) and the SMART*trek* device is installed in your insured Vehicle and activated, as explained further below. The second discount is a safe driving discount from 0% up to 30% based on a vehicle safe driving score developed using “Driving Data” (defined below) collected through the SMART*trek* device installed in your insured Vehicle.

Both the participation discount and the safe driving discount are applied at the vehicle premium level – a vehicle-level discount that applies to a portion of the premium attributable to the Vehicle assigned to the SMART*trek* device depending upon the optional coverages included in your Policy. These discounts do not apply to all coverages on your Vehicle and, therefore, may not apply to your entire premium. If you have multiple vehicles on your Policy, you may obtain a SMART*trek* subscription for some or all of them and the participation discount and, if applicable, the safe driving discount, would apply to each Vehicle that is enrolled in the SMART*trek* program. The safe driving discount is only available after you have received the participation discount under your Policy for your Vehicle. The participation discount applied during your initial policy term under the Usage Based Insurance Program and your potential safe driving discount earned at renewal are separate discounts – they do not both apply to your Policy premium at the same time.

- SMART*trek* is a program (“SMART*trek* Program”) offered by AAA Club Partners, Inc. (“ACP”) that involves a telematics device that you install in your Vehicle. The telematics device will collect data about how, when and where the Vehicle is driven (“Driving Data”). ACP will provide certain services to you, and will share Driving Data collected through the SMART*trek* device with us. There is no monthly fee for your SMART*trek* subscription during the first term of your Policy under the Usage Based Insurance Program or any renewal term where you are receiving the participation discount under your Policy. Please see the SMART*trek* Subscription Agreement for further information, details and limitations relating to your SMART*trek* subscription.

- If the Driving Data collected during the first term of your Policy under the Usage Based Insurance Program isn't sufficient to develop a renewal offer with a safe driving discount applicable to your second policy term under the Usage Based Insurance Program, your renewal offer may ask that you continue your SMART*trek* subscription (and the installation of the telematics device in your Vehicle for the collection of Driving Data) for all or a portion of the second term of your Policy under the Usage Based Insurance Program. In such event, the up to 10% vehicle-level participation discount would be offered to you for the renewal of your Policy for the second Policy term under the Usage Based Insurance Program and there will be no monthly fee for your SMART*trek* subscription during this extended period for collecting Driving Data. A renewal offer may condition the renewal and participation discount on your acknowledgement and agreement to an updated version of these Terms and Conditions.
- These Terms and Conditions address only a pricing discount for your insurance, and are in addition to the policy documents that otherwise govern your Policy with the Company. Your use of the SMART*trek* device is governed by your subscription agreement with ACP. Please refer to the SMART*trek* Program Subscription Terms and Conditions for matters pertaining to the SMART*trek* device and service.

Please address any issues with device installation, operation or return to SMART*trek* Customer Support (800-814-4684) during the hours 7:00 a.m. to 11:00 p.m., Eastern Time, Monday-Friday, except holidays.

Usage Based Insurance Program Requirements

The up to 10% participation discount is applied immediately to the premium owed under your Policy at the time you initially have a Policy from the Company under the Usage Based Insurance Program and, in certain situations described above in the Usage Based Insurance Overview section, when your Policy is renewed for the first time under the Usage Based Insurance Program.

The discount is conditioned on you: (1) subscribing to SMART*trek* by accepting ACP's SMART*trek* Program Subscription Terms and Conditions; (2) agreeing to these Terms and Conditions; and (3) complying with both the SMART*trek* Terms and Conditions and these Terms and Conditions. If at any point during your participation in the Usage Based Insurance Program, if applicable) you do not meet the conditions and requirements described above in these Terms and Conditions, your participation discount may be removed, and you will owe us additional premium in the amount of the discount initially applied. If your participation discount is removed, you must terminate your SMART*trek* subscription, and return the device to ACP or pay a non-return fee.

The following are requirements under these Terms and Conditions:

1. Compatible Vehicles

All compatible vehicles are eligible to receive the participation discount and later the safe driving discount. Most cars manufactured after 1996 are compatible. However, there are some incompatible vehicles (for example, diesel and hybrid vehicles).

2. Installation and Continuous Use.

The telematics device provided by ACP must be installed within thirty (30) days after the effective date of your Policy. The Vehicle must be driven at least 120 miles to calibrate the device to begin collecting Driving Data and at least 120 miles each month during the initial term of your Policy under the Usage Based Insurance Program to collect Driving Data during a month.

3. Continuous Use and Installation.

During the initial term of your Policy under the Usage Based Insurance Program and, if applicable, the second term of your Policy under the Usage Based Insurance Program as described above in the Usage Based Insurance Overview section, the device should be continuously plugged in to the Vehicle enrolled in the SMART*trek* Program, unless we permit the device to be transferred to a replacement vehicle as described below. The device may be removed for a limited number of brief periods that are not intended to limit the data collected, for example, when your Vehicle is being serviced. If the device is removed for any extended period(s) or is repeatedly removed and reinstalled, we may, at our discretion, remove your participation discount. You may **not** move the device among multiple vehicles. The device will communicate whenever it is unplugged, plugged in, or plugged in to a different vehicle. Reporting capabilities may vary based on vehicle year, make and model and are subject to cellular network coverages. The SMART*trek* device uses a certain amount of current from the Vehicle battery even when the Vehicle is not turned on. Please be attentive and check your battery for potential replacement if the battery in your Vehicle is old or weak.

4. Replacing Vehicles

Your device must remain plugged in to the enrolled Vehicle during the first term of your Policy under the Usage Based Insurance Program. If you wish to change vehicles or have other insurance questions, you may inquire with one of our Insurance Customer Service Specialists at 800-207-3618, Monday – Friday between 7AM and 9PM EST, or Saturday and Sunday between 7AM and 7PM EST or contact your insurance agent. We may not be able to accommodate such requests.

Renewal

We will use the Driving Data that we receive for analytical purposes. We will also use the Driving Data to underwrite and develop a renewal offer for your Policy and for other purposes described in our Usage Based Insurance Program Privacy Notice.

1. Safe Driving Discount

Before the end of the initial term of your Policy under the Usage Based Insurance Program, the Company will present you with a renewal offer for your Policy in accordance with applicable law. If you qualify, this renewal offer may feature a safe driving discount calculated using the actual driving behavior (Driving Data) associated with your Vehicle. If the discounts available under the Usage Based Insurance Program change, the discount contained in your renewal offer after the second policy term under the Usage Based Insurance Program may change. If our safe *driving* discount product is not available at that time, we will provide you with a renewal offer that includes a different discount or no discount at all. Once we have computed a safe driving discount for you, we may continue to apply that discount to your renewal offers for the Vehicle in the future.

We may also need to re-evaluate your safe driving from time to time in order to continue to offer you safe driving discounts. If we do not have the means to evaluate your safe

driving at such times, we may require that you re-install a telematics device so that we can collect current driving data. In order to receive the safe driving discount, the Company may condition the safe driving discount renewal offer on your acceptance of updated Terms and Conditions which may include, among other things, a requirement that you re-install a telematics device in the Vehicle to collect Driving Data to use to develop a discount for a subsequent renewal term. The updated Terms and Conditions will be provided to you as part of your renewal offer package.

The Driving Data will be used as part of our overall pricing and discounts for the Program. The Driving Data will be used to develop a safe driving discount of 0% up to 30% for your insured Vehicle. We will not use Driving Data to increase your premium for the Vehicle or for individual non-renewal decisions.

2. Continuation of Participation Discount

If the Driving Data collected during the first term of your Policy under the Usage Based Insurance Program isn't sufficient to develop a renewal offer with a safe driving discount applicable to your second policy term under the Usage Based Insurance Program, then your renewal offer may provide for the continuation of the participation discount for all or a portion of the second term of your Policy under the Usage Based Insurance Program in consideration for the continued collection of Driving Data during the second policy term under the Usage Based Insurance Program. In such event, (1) the renewal offer would be conditioned upon continuing the installation of the SMART*trek* device in the Vehicle, (2) the collection of Driving Data would continue during the second policy term under the Usage Based Insurance Program; and (3) there would be no monthly subscription fee for the SMART*trek* device during this extended period for collecting Driving Data. The renewal offer may also condition the offer on your acknowledgement and agreement to an updated version of these Terms and Conditions.

3. Continuation of Policy Without Usage Based Insurance

You may elect to renew your Policy without the discount offered to you under our Usage Based Insurance Program (the safe driving discount or, if applicable, the participation discount). In such event, you are required to cancel your SMART*trek* subscription and return the telematics device to ACP as provided under the accepting ACP's SMART*trek* Program Subscription Terms and Conditions. Please see the SMART*trek* Program Terms and Conditions for the fee charged by SMART*trek* if a device is not returned to them.

4. Continuation of SMART*trek*

At the end of your initial policy term with SMART*trek* (or at the end of your first renewal term with SMART*trek* if your renewal offer involved the extension of the up to 10% vehicle-level participation discount into the first policy renewal term), SMART*trek* will provide you with information for continuing SMART*trek* and the subscription fee for that continuation. You may elect to continue SMART*trek* services for a fee but are not required to do so.

Ending Participation in the Usage Based Insurance Program

You can cancel your participation in the Usage Based Insurance Program at any time by notifying the Company or your insurance agent. Your Policy information will be updated and your premium rate adjusted accordingly. If you cancel your participation in the Usage Based Insurance Program, you are not required to cancel your Policy and you may, if you elect, continue your SMART*trek* subscription as provided in the SMART*trek* Program Terms and Conditions. If you cancel your participation in the Usage Based Insurance Program but do not extend your SMART*trek* subscription, you must cancel your SMART*trek* subscription and return the telematics device to

ACP. A Vehicle that has been withdrawn may be permitted to re-enter our Usage Based Insurance Program.

Claims

We will not disclose or use the Driving Data collected via the SMART*trek* device to resolve any claims you or another driver of your Vehicle may make with us unless either (1) you (e.g., at least one of the insureds under the Policy) have authorized us in writing to use the Driving Data or (2) the Driving Data must be disclosed to a third party as required by law or order of court. For example, if a court orders the disclosure of the Driving Data in connection with a lawsuit involving an automobile accident, then we will be required to give the data to the third party.

We may need to provide the Driving Data to insurance regulators to support rate or other insurance related filings, or during the course of a market conduct exam. However, should we do so, individually identifiable information does not become part of any public record without the permission of a state agency, such as a Department of Insurance, or a court order.

Communications

We may periodically send you reminders and other information by email and/or phone while you are participating in the Usage Based Insurance Program.

Changes

We may update these Terms and Conditions from time to time, and will provide you with notice of any changes applicable to you. This notice will be provided to you in accordance with applicable law in advance of the effective date for the change(s).

Other Drivers

By acknowledging these Terms and Conditions, you agree that you will inform anyone you permit to drive the Vehicle about the proper use of the installed SMART*trek* device and that the Company and/or other third parties will have access to their driving behavior data/Driving Data.

CSAA Insurance Group

- CSAA Insurance Exchange
- CSAA General Insurance Company
- CSAA Fire & Casualty Insurance Company
- CSAA Affinity Insurance Company
- CSAA Mid-Atlantic Insurance Company
- CSAA Mid-Atlantic Insurance Company of New Jersey

The version date of this document is November, 2014.

Signature: _____ Date: _____

Policy Number: _____

