

## ***CIBC Insurance DriveSmart Program Terms and Conditions***

### **Glossary**

**Application refers to:** CIBC Insurance DriveSmart Application.

**CIBC Insurance DriveSmart section refers to:** the CIBC Insurance DriveSmart section within the Application.

**CMT refers to:** Cambridge Mobile Telematics Inc.

**Collected Data:** has the meaning set out in section 3.2.

**Data Collection Period:** has the meaning set out in section 2.4(b).

**Driving trip refers to:** any recorded trip that the CIBC Insurance DriveSmart section attributes to the operation of a vehicle by the Enrolled driver.

**Enrolled driver refers to:** the Principal driver of an Enrolled vehicle who has downloaded the Application and activated the CIBC Insurance DriveSmart section on his/her smartphone (see section 1).

**Enrolled vehicle refers to:** any described automobile that has been enrolled in the Program (see section 2.1).

**Named insured(s) refers to:** the only individual(s) who can make any additions, modifications or deletions to the insurance policy to which this policy change form is attached. The Named insured(s) are the registered owner(s) or lessee(s) of the described automobile(s) on the automobile insurance policy.

**Phone number to call:** 1-855-964-2082

**Principal driver refers to:** in connection with a described automobile, the person who drives the described automobile most often. The Principal driver may or may not be the Named insured of the vehicle.

**Program refers to:** CIBC Insurance DriveSmart Program

**Terms and Conditions refers to:** the Terms and Conditions set out in this policy change form.

**We / Us / Ours refers to:** Certas Direct Insurance Company

**Website address:** <https://www.cibcinsurance.com/en/car-insurance/drivesmart.html>

**You / Your / Yours refers to:** each Named insured of the Enrolled vehicle(s).

### **1. INTRODUCTION**

By adding this policy change form to Your insurance policy, You are deemed to have accepted these Terms and Conditions, unless You notify Us to the contrary. Participation in the Program is expressly conditioned on Your acceptance of these Terms and Conditions. Downloading the Application and activating the CIBC Insurance DriveSmart section by the Enrolled driver on his/her smartphone constitutes the Enrolled driver's acceptance of these Terms and Conditions. The Program is completely voluntary. The Enrolled driver who does not wish to agree with any part of these Terms and Conditions should not activate the CIBC Insurance DriveSmart section and may not participate in the Program. Please see the minimum Program eligibility requirements in section 2.3. Please also note that You and/or the Enrolled driver can opt out of the Program at any time (see section 2.8).

We reserve the right to modify these Terms and Conditions; however, any changes to these Terms and Conditions will only be made on renewal of Your insurance policy and communicated to You in advance in accordance with the requirements of the *Insurance Act*.

These Terms and Conditions do not change the Usage Rules set forth in the Apple App Store Terms and Conditions or in the Google Play Terms of Service, whichever apply.

## **2. ABOUT THE PROGRAM**

The CIBC Insurance DriveSmart section collects and transmits information to CMT and Us on the driving behaviour of the Enrolled driver. We use that information to calculate the amount of the Program premium discount You may be eligible for. As a result, it gives You greater control, as Your insurance premium is based in part on the way the Enrolled driver drives during the Data Collection Period.

### **2.1 Enrollment of a Vehicle in the Program**

You can enroll a vehicle in the Program by contacting Us. When You enroll the vehicle in the Program You agree to provide Us with a valid email address or cellphone number, and confirm that the Principal driver has a smartphone which is compatible with the CIBC Insurance DriveSmart section and has and will maintain a data plan or have Wi-Fi access for the duration of the vehicle's enrollment in the Program.

### **2.2 Enrollment of a Principal driver of an Enrolled vehicle in the Program**

The Principal driver of an Enrolled vehicle wishing to enroll in the Program will be required to download the Application and activate the CIBC Insurance DriveSmart section on their smartphone with an operating system which is compatible with the Application. The Principal driver of an Enrolled vehicle will also be required to have and maintain a data plan or have Wi-Fi access for the duration of their Data Collection Period. Principal driver's date of birth will be required to be entered to complete the activation of the CIBC Insurance DriveSmart section. When the CIBC Insurance DriveSmart section is activated, it will record information about the Enrolled driver as detailed in section 3.2 that will be transmitted to CMT and to Us.

### **2.3 Minimum Eligibility Requirements for Enrollment in the Program**

- You have at least one Enrolled vehicle (see section 2.1);
- You and the Principal driver have confirmed that the Principal driver of the Enrolled vehicle has a smartphone (iPhone or Android) which is compatible with the CIBC Insurance DriveSmart section and that the Principal driver has and will maintain a data plan or have Wi-Fi access;
- You have provided a valid email address or cellphone number for yourself;
- You and the Enrolled driver have agreed to the Terms and Conditions of the Program (see section 1).

### **2.4 Eligibility for the Program Discount**

You may be eligible for a Program discount for each Enrolled vehicle calculated based on the Collected Data from the Enrolled driver as referred to in section 3.2, and in particular their:

- fast acceleration and hard braking,
  - speed,
  - time of day travelled,
  - distance and duration of Driving trip,
  - driver distraction,
  - road type (e.g., highway, gravel, etc.),
  - Driving trip stability (e.g., travel location, day of the week, etc.),
- as derived by the CIBC Insurance DriveSmart section and CMT.

The Enrolled driver must remain enrolled in the Program continuously from the date of activation of the CIBC Insurance DriveSmart section in order to have his/her Collected Data reflected in the Program discount offered.

**2.4(a)** If You were enrolled in the Program prior to March 22, 2020 and continue to be enrolled in the Program as of March 22, 2020, the Program discount generated and applied to Your policy will continue to be applied to this and subsequent renewals of Your policy renewal. Subject to section 2.5 below, no further data will be collected and used to determine Program discounts.

**2.4(b)** If You became enrolled in the Program on or after March 22, 2020, once the Principal driver has enrolled and has had Collected Data for at least 100 days of Program enrollment and has recorded at

least 1,000 km of Driving trips as an Enrolled driver (the "Data Collection Period"), the Program discount will be determined and applied mid-term to Your current policy and thereafter to each subsequent policy renewal period. The program discount will be calculated based on section 2.4 of the version of Terms and Conditions accepted at the time of activation of CIBC Insurance DriveSmart section. Subject to section 2.5 below, no further data will be collected and used to determine Program discounts. We reserve the right at Our sole discretion to extend the Data Collection Period should We not be able to capture an accurate assessment of the Enrolled driver's driving behaviour.

## **2.5 Request for updating of Collected Data**

If We feel that the existing Collected Data needs to be refreshed, or has become dated, or if We believe that the Collected Data is not reflective of the Enrolled driver's actual driving behaviour, or if there has been a material change in Your risk characteristics We may require a new set of Collected Data pursuant to section 2.4(b) above. Changes in Your risk may include, but are not limited to:

- change in Your address;
- change in the Principal driver of an Enrolled vehicle;

You or the Enrolled driver may request to refresh and update Your Collected Data at any point in time by contacting Us.

If upon Our request You or the Enrolled driver refuse to refresh and update the Collected Data, Your participation in the Program will be terminated on notice to You and the Program discount will be removed for every Enrolled vehicle effective as of the date of the termination. Your premium for the current policy term will be adjusted accordingly.

Any Program discount currently applied will continue to apply until a new Program discount has been determined pursuant to section 2.4(b).

## **2.6 Operational Note**

The CIBC Insurance DriveSmart section uses a certain amount of power from the smartphone battery. Care should be taken in ensuring the smartphone is charged, and turned on when driving to record the information for the Program. This Application may require periodic updates and You and the Enrolled driver agree that updating the Application from time to time is the responsibility of the Enrolled driver. The Application once downloaded is not to be deleted or turned off or the CIBC Insurance DriveSmart section deactivated, as the Application with the CIBC Insurance DriveSmart section on the Enrolled driver's smartphone will be activated each time the Enrolled driver starts a trip as detailed in section 2.13. The location services (GPS) should be on at all times to provide for accurate data collection.

## **2.7 Program Feedback**

After enrolling in the Program, the Enrolled driver can access their CIBC Insurance DriveSmart section to view feedback on how they have driven. The Enrolled driver will be able to view an overall score for their driving. All feedback provided is based on their driving as recorded by their CIBC Insurance DriveSmart section. At the end of the Data Collection Period, the data collection will stop. However, the Enrolled driver may choose to continue to receive the feedback on their Driving trips in which case the data will continue to be collected but not used for Program discount purposes by Us. The Enrolled driver will be required to have and maintain a data plan or have Wi-Fi access for the duration the Enrolled driver wants to continue receiving the Program feedback. The feedback is for the Enrolled driver's information only unless data capture is required, pursuant to section 2.5 above. Once the Data Collection Period has ended and if the Enrolled driver chooses not to receive the feedback on their Driving trips, the Enrolled driver can disable the Application's geolocation service at any time from their mobile device settings.

## **2.8 Terminating Participation in the Program during the Data Collection Period**

You can terminate an Enrolled vehicle's enrollment in the Program at any time during the Data Collection Period, without penalty, by contacting Us. The Enrolled driver can have his/her enrollment terminated at any time during the Data Collection Period, without penalty, by having You contact Us. If the Principal driver's enrollment in the Program is terminated, then every Enrolled vehicle noted on Your policy as most often driven by the Enrolled driver ceases to be enrolled in the Program effective as of termination of the Enrolled driver's enrollment.

The Enrolled driver who terminates his/her enrollment in the Program should immediately deactivate the CIBC Insurance DriveSmart section to prevent further Collected Data being submitted to Us.

## **2.9 Who Owns the Application and CIBC Insurance DriveSmart section**

The Application and CIBC Insurance DriveSmart section are the property of Desjardins General Insurance Group Inc. and are provided to the Enrolled driver who enroll in the Program. Desjardins General Insurance Group Inc. retains all right, title, and interest in and to the Application and CIBC Insurance DriveSmart section. You and the Enrolled driver may not reverse engineer, decompile, alter, duplicate, translate, make copies, or create derivative works from the Application and CIBC Insurance DriveSmart section, or otherwise attempt to derive the source code of the Application and CIBC Insurance DriveSmart section, except to the extent allowed under applicable law. If applicable law permits such activities, any information discovered as a result of these activities must be promptly disclosed to Us as it is deemed to be the confidential and proprietary information of Ours.

## **2.10 Wireless or Cellular Service**

The Enrolled driver will have a choice, managed from within the CIBC Insurance DriveSmart section, to have the CIBC Insurance DriveSmart section send Collected Data only through Wi-Fi networks, or through cellular networks. The Enrolled driver will be responsible for any data charges and expenses associated with their use of the CIBC Insurance DriveSmart section.

## **2.11 Transferring the Application to Another Smartphone**

The Application must be installed and the CIBC Insurance DriveSmart section activated on the smartphone of the driver who enrolls in the Program. Transferring the Application and activating the CIBC Insurance DriveSmart section by the Enrolled driver to a different smartphone is permitted by following the procedure when downloading the Application and activating the CIBC Insurance DriveSmart section on the new smartphone as an existing client.

## **2.12 Substituted Vehicle or Additional Vehicle**

If at any time during the policy term You substitute an Enrolled vehicle with another vehicle, or insure an additional vehicle, You may enroll the substitute vehicle or additional vehicle in the Program by contacting Us.

## **2.13 Use of the CIBC Insurance DriveSmart section on Each Driving Trip**

Once the Application has been installed and the CIBC Insurance DriveSmart section activated, the Application and the CIBC Insurance DriveSmart section must be running at all times until the Data Collection Period has ended. The Enrolled driver must carry the smartphone on which the Application is installed whenever operating any vehicle in North America (whether or not the vehicle is enrolled in the Program), so that the CIBC Insurance DriveSmart section can detect and record when the Enrolled driver starts a Driving trip during the Data Collection Period. The CIBC Insurance DriveSmart section running on the Enrolled driver's smartphone must be permitted to detect and record the Enrolled driver's Driving trips. The CIBC Insurance DriveSmart section will identify all trips as Driving trips (i.e., trips where the CIBC Insurance DriveSmart section determines that the Enrolled driver was operating a vehicle), or non-Driving trips (i.e., where the CIBC Insurance DriveSmart section determines that the Enrolled driver was not operating a vehicle). It is the obligation of the Enrolled driver to periodically check his/her CIBC Insurance DriveSmart section and to

exclude trips that the CIBC Insurance DriveSmart section has incorrectly determined to be Driving trips by the Enrolled driver. Any exclusions must be completed prior to viewing the details of the trip and within 30 days of the trip or it will be deemed a Driving trip attributable to the Enrolled driver. No data regarding trips outside of North America are used to calculate the discount.

#### **2.14 Removal from the Program**

If there is a pattern of behaviour which suggests that reported driving behaviour is not representative of actual behaviour of the Enrolled driver, We will give You written notice explaining the situation and notifying You that We propose to terminate the Enrolled driver's enrollment in the Program unless the situation is remedied within 30 days of Our notice. The Enrolled vehicle will be removed from the Program immediately upon the Enrolled driver ceasing to be enrolled in the Program. If this occurs, and the situation is not remedied within 30 days of Our notice, You will still remain insured with Us; however the Program discount for the Enrolled vehicle will be removed effective that day following the last day of the 30 day notice period, and Your premium for the current policy term will be adjusted accordingly.

### **3. PRIVACY**

#### **3.1 Protecting Your Privacy**

An important part of Our commitment to provide You with service excellence is Our respect for Your privacy. We are committed to protecting Your privacy and earning Your trust, and understand that You may have concerns about how We use the Collected Data as referred to in section 3.2. For further details, please refer to sections 3.2, 3.3 and 3.4 below.

We provide to Our partner CMT the date of birth of the Enrolled driver when the Enrolled driver activates the CIBC Insurance DriveSmart section. This information is provided to CMT only to validate the activation of the CIBC Insurance DriveSmart section by the Enrolled driver.

The Collected Data pertaining to the Enrolled driver will be used by CMT only to deliver the Program services described in these Terms and Conditions. Neither We nor CMT will otherwise collect or use personal information (which includes Collected Data) or disclose or transfer personal information to any third party except as required by law.

We will use Your email or cellphone number to provide You with information about the Program. We will not use Your email or cellphone number to solicit You for any other products and services unless We have obtained Your consent to do so.

#### **3.2 Information the CIBC Insurance DriveSmart Section Collects**

When CIBC Insurance DriveSmart section is activated, the CIBC Insurance DriveSmart section records:

- smartphone location (GPS),
- accelerometer and gyroscope data (speed, fast accelerations and hard braking),
- time of day travelled,
- battery levels,
- anomalies (turning off the phone and revoking access to geolocation information).

This information is transmitted wirelessly to CMT. Other information is derived, as described in section 2.4, by CMT from this information.

Collectively all of the above types of information are referred to as "Collected Data".

This Collected Data is then sent securely by CMT to Us. It is important to understand that all of the information collected is at the Enrolled driver level. For example, the CIBC Insurance DriveSmart section derives and attributes any event of hard braking to the Enrolled driver, not to a vehicle.

It is also important to note that the CIBC Insurance DriveSmart section collects and transmits the Enrolled

driver's Collected Data regardless of the vehicle that the Enrolled driver is operating at the time. In other words, the Collected Data applies to any vehicle operated by the Enrolled driver, not just the Enrolled vehicle.

All Collected Data regarding any movement identified by the CIBC Insurance DriveSmart section as movement on foot, or a trip of less than 1 km will be deleted from the smartphone immediately after being transmitted to CMT. Such Collected Data will be used by Us and by CMT only for the purpose of improving the accuracy of the CIBC Insurance DriveSmart Program.

### **3.3 How Collected Data is Used**

The Collected Data, derived as described in section 3.2, is at the Enrolled driver level and will be used by Us to calculate the appropriate level of Program discount, based on the driving behaviour of the Enrolled driver as outlined in section 2.4.

To the Enrolled driver: Please note that We may disclose to the Named insured(s) particulars of the recorded driving behaviour of the Enrolled driver in the circumstances described in sections 2.4 and 2.14 above.

Collected Data will not be used to cancel Your policy, or to refuse to renew Your policy, or to increase Your premium during the term of Your policy or on renewal. Please note, there continue to be a number of other factors that can impact Your overall premium, including chargeable accidents or traffic convictions that may occur during the policy term.

We will not sell or otherwise disclose Collected Data to any third party except as required by law. We will not use Collected Data to Your prejudice regarding an insurance claim You have with Us or in any claim that is brought against You.

## **4. LICENCE**

### **4.1 Licence to use**

Provided that You and the Enrolled driver comply with all of these Terms and Conditions, We grant You and the Enrolled driver a revocable, limited and non-transferrable licence to use the CIBC Insurance DriveSmart section in the Application on any smartphone that is owned or controlled by the Enrolled driver and as permitted by Usage Rules set forth in the Apple App Store Terms and Conditions or the Google Play Terms of Service, whichever is applicable.

### **4.2 Disclaimer of Warranty**

This Application is licensed "as-is", "with all faults" and "as available". The Enrolled driver bears the risk of using it. We, on behalf of ourselves, the creator of the Application, distributors of the Application, network operators over whose network the Application is distributed, and each of their respective affiliates and suppliers, give no express or implied warranties, guarantees, or conditions under or in relation to the Application. This includes, but is not limited to, implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the functionality or operation of the Application will be uninterrupted or free from error, that any defects in the Application will be corrected, or that the Application or the server(s) that makes it available are free of viruses or other harmful conditions or components.

## **5. DISCLAIMER**

Subject to section 1 above, We reserve the right to modify or terminate the Program at any time and for any reason.

## **6. TRADEMARKS**

® CIBC and related trademarks and logos are registered trademarks owned by CIBC, used under license by Certas Direct Insurance Company. These trademarks are protected by Canadian laws.

## **7. CONSENT/AGREEMENT**

By downloading the Application and activating the CIBC Insurance DriveSmart section, You represent that You are the Named insured or the Principal driver of the Enrolled vehicle, and that You and the Enrolled driver consent and agree to:

- (a) Your participation in the Program,
- (b) these Terms and Conditions as they apply to You and the Enrolled driver,
- (c) the collection, use and disclosure of Your personal information, including Collected Data, in the manner and for the purposes described in these Terms and Conditions d) the retention and use by CMT and Us of Your personal information, including Collected Data, as described in this policy change form.

**Except as otherwise provided in this Policy Change Form, all limits, terms, conditions, provisions, definitions and exclusions of the Policy shall have full force and effect.**