

## **my Fleet Solution - Terms of Use**

As a condition of your participation in the *my Fleet Solution* program (the “**Program**”), you agree to be bound by the following terms (the “**Terms**”) and are deemed to accept the Terms upon your enrolment in the Program.

For the purposes of these Terms, “**you**” means the business that is insured under the fleet insurance policy issued by Intact and to which these Terms are attached, and “**we**” or “**us**” means Intact Insurance Company (“**Intact**”).

### **(1) Description of the Program**

*my Fleet Solution* is an insurance program offered by Intact to eligible businesses that are insured under a commercial fleet policy issued by Intact (the “**Policy**”), and that have also enrolled in the Fleet Complete® solution offered by Complete Innovations Inc. and sold by TELUS Communications Company (the “**Fleet Complete® Solution**”).

The Program provides you with access to a customized online insurance dashboard (the “**Dashboard**”) that processes and displays various Vehicle Usage Data (as defined hereunder) collected through the Fleet Complete® Solution using Complete Innovations Inc.’s vehicle-tracking device (the “**Fleet Tracker Device**”). This Vehicle Usage Data, which is collected by Complete Innovations Inc. and transferred to Intact, will be used by Intact for the purposes of providing you with customized loss prevention services. As well, we will use the Vehicle Usage Data for insurance purposes, specifically underwriting, pricing, rating, and actuarial purposes. We may also use the Vehicle Usage Data to confirm rating criteria and to process claims in order to prevent fraud.

The Vehicle Usage Data will not be used:

- to cancel the Policy; or
- for drivers insured by Intact under both the Policy and a personal automobile insurance policy, for the purposes of underwriting, pricing or refusing to provide or continue coverage under that driver’s personal automobile insurance policy.

However, please note there are variables other than the Vehicle Usage Data that may impact your Policy pursuant to our underwriting rules, including but not limited to accidents and traffic violations.

### **(2) Dashboard**

The Dashboard consists of a personalized website that will allow you and your fleet manager to view and track actions or events of your fleets through a web-based secure application. These events include, without limitation: acceleration, cornering, braking, speed, mileage travelled, time of driving, fleet maintenance, and when the vehicle enters or exists defined boundaries (the “**Tracked Events**”). The Dashboard also provides you and your fleet manager with an overall insurance score based on the Tracked Events. The insurance score will be used to determine your eligibility for insurance premium discounts at renewal and to assess your need for loss prevention services.

### **(3) Eligibility**

In order to be eligible for the Program, you must meet all of the following criteria:

- be insured under the Policy to which these Terms of Use are attached;
- meet Intact's underwriting rules; and
- be enrolled in the Fleet Complete® Solution offered by Complete Innovations Inc. and TELUS Communications Company.

If you no longer meet one or more of the eligibility criteria, then your enrolment or participation in the Program may be immediately terminated in accordance with Section 5 (Termination) of these Terms.

### **(4) Enrolment**

Enrolment in the Program is completely voluntary. Simply contact your broker for more information.

You will receive an enrolment discount which may vary depending on various factors, including but not limited to, the jurisdiction of your fleet business (the "**Enrolment Discount**"). The Enrolment Discount will be offered at renewal for existing Intact clients who enrol in the Program, or at the beginning of the Policy term for new Intact clients who enrol in the Program.

### **(5) Termination**

You may opt-out of the Program at any time after enrolment.

When your participation in the Program is terminated (whether when your Policy is terminated or if you are no longer enrolled in the Fleet Complete® Solution or if you do not wish to be enrolled in the Program anymore), you will no longer have access to the Dashboard and you will no longer be eligible for the Enrolment Discount.

### **(6) Complete Innovation's Fleet Complete Solution® and Fleet Tracker Device**

The Fleet Tracker Device installed in your fleet as part of the Fleet Complete® Solution is a product of Complete Innovations Inc. sold by TELUS Communications Company. Intact takes no liability whatsoever regarding the Fleet Complete® Solution or the Fleet Tracker Device (including namely any claim, loss or injury resulting directly or indirectly from their use), and is not involved in the production, distribution, manufacturing, importing, selling, testing, packaging, labelling or installation of the Fleet Tracker Device (either as a whole or its individual parts).

### **(7) Privacy**

#### What information is collected?

The Fleet Tracker Device collects Vehicle Usage Data (as defined below) that enables us to provide you with customized loss prevention services, if need be, and to use it for insurance purposes, including

underwriting, pricing, rating, and actuarial purposes. The Fleet Tracker Device transmits the Vehicle Usage Data via the cellular connections chip to Complete Innovations Inc., who then sends the data to us.

**“Vehicle Usage Data”** means information collected by the Fleet Tracker Device about the vehicle’s usage, or information derived from it, including the Tracked Events.

The Fleet Tracker Device collects Vehicle Usage Data based on the collective usage of the enrolled vehicles, and does not identify individual drivers, or isolate or categorize the driving data based on individual drivers. However, you may be asked to provide or may have provided us with information about individual drivers of the enrolled vehicles, including but not limited to, name, driver’s licence number, driving and claims history, and other information required to underwrite your Policy. As a result, you understand that the Vehicle Usage Data collected and used for the purposes of the Program includes the personal information of individual drivers, and therefore, you are required to comply with the privacy legislation in the applicable jurisdictions.

#### Who sees the information?

We will only use and disclose the Vehicle Usage Data in accordance with the Program, unless otherwise required by law (i.e., subpoena, police investigation, etc.) and will not disclose the Vehicle Usage Data to third parties, except to our authorized agents/employees and your broker.

Our authorized agents/employees and your broker will have access to the Vehicle Usage Data only to the extent required to enable them and us to fulfill our respective duties in accordance with these Terms.

#### Where is the information stored?

The Vehicle Usage Data is collected by Complete Innovations Inc. and stored on its servers. We are committed to protecting the privacy of the individual drivers of the vehicles enrolled in the Program and take our obligation to ensure the confidentiality and security of the Vehicle Usage Data seriously. We require Complete Innovations Inc. to protect the personal information of the individual drivers of the vehicles enrolled in the Program in a manner that is consistent with our own privacy policies and security practices, which will at all times comply with Canadian privacy laws. Any Vehicle Usage Data that we receive for purposes of the Program will be stored in Canada and in accordance with Canadian privacy laws and Intact’s Privacy Promise, available at <http://www.intact.ca/privacy>, as well as Intact’s information technology security protocols and policies.

#### What happens to the Dashboard once your participation in the Program is terminated?

When your participation in the Program is terminated (whether when your Policy is terminated or if you are no longer enrolled in the Fleet Complete® Solution or if you do not wish to be enrolled in the Program anymore), we will no longer receive new Vehicle Usage Data generated after the effective date of termination. However, Intact will continue to have access to your Dashboard for up to sixty (60) days

following the effective date of termination. In no event will Intact be able to view any Vehicle Usage Data generated after the effective date of termination.

What about consent?

In order to participate in the Program you must ensure, before any individual driver operates an enrolled vehicle, that you inform the driver about the Program and, as required by law, obtain consent from the driver to the collection, use and disclosure of his or her personal information for the purposes of the Program.

If you do not meet this requirement, then your enrolment or participation in the Program may be immediately terminated in accordance with Section 5 (Termination) of these Terms.

If you require further information regarding your obligation to obtain the consent of your drivers in connection with the Program, you should seek the advice of a legal counsel licensed in your province or territory.

**EXCEPT AS PROVIDED BELOW\*, ALL TERMS, LIMITS, CONDITIONS, EXCLUSIONS, DEFINITIONS AND PROVISIONS OF YOUR POLICY SHALL CONTINUE TO APPLY AND HAVE FULL FORCE AND EFFECT.**

\* The *my Fleet Solution* program does not add, limit, or remove coverages under your Policy; however, it adds legal rights and obligations to your Policy which are specifically limited to outlining your responsibilities under the *my Fleet Solution* program, and our commitment to use your information for the purposes of the *my Fleet Solution* program discussed above.