



A Verisk Business

DRIVERADVISOR FORMS INSTRUCTIONS

iiX requires the following forms be completed to gain access to monitoring in select states. The form titled **DRIVER MONITORING DATA SOURCE ADDENDUM** is required to access monitoring in all states where alternate data sources are used in the monitoring process. The form titled **DRIVER MONITORING ADDENDUM FOR ARKANSAS, IDAHO AND OKLAHOMA** is required to access monitoring in Arkansas, Idaho, and Oklahoma. The form titled **SERVICE LEVEL AGREEMENT FOR ACCESS TO DEPARTMENT OF PUBLIC SAFETY DRIVING RECORDS** is required to access insurance monitoring in UTAH.

Once you have completed these forms, access to monitoring in the applicable states will be turned on for your iiX account. Account users will then be able to enable monitoring for drivers in all available states from within the DriverSafe platform.

The following information will assist you in completing the appropriate form(s) to access monitoring in the above mentioned states:

- Fill in all blanks at the bottom of the form(s) completely.
 - Be sure to include your *Insurance Information Exchange* Account Number.
 - Regarding the *Driver Monitoring Addendum for Arkansas, Idaho and Oklahoma*; check which state you will be monitoring.
 - Sign and date the forms in the fields provided.
 - Only a person who is authorized to execute contracts for your company should complete and sign this form.
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- Mail or fax signed form(s) to:

Insurance Information Exchange (iiX)
Attn: Government Relations
1574 Crescent Pointe Pkwy
College Station, TX 77845

Fax: (201) 748-1449



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DRIVER MONITORING DATA SOURCE ADDENDUM

Company, acting by and through its undersigned representative, represents that it may need access to motor vehicle records or abstracts (collectively, "MVRs") in connection with the monitoring of driver activity through services offered by Insurance Information Exchange ("iiX"), and agrees that this Driver Monitoring Data Source Addendum supplements the Company's Subscription Agreement with iiX.

To the extent Company monitors driver activity by access to services offered by iiX, Company acknowledges that iiX relies upon various data sources (i.e., state licensing agencies, state and local courts, municipalities, etc.) to provide monitoring services, and the quality, timeliness, and population coverage of the data and services may vary by source.

THE UNDERSIGNED FURTHER ACKNOWLEDGES AND CERTIFIES AS FOLLOWS:

- (1) Company shall use monitoring services exclusively for purposes allowed by the state(s) and alternate data source(s) as outlined in Company's Subscription Agreement. The information provided shall be used solely for the Company's internal driver monitoring purposes and not be sold, assigned, or otherwise transferred to third parties.
- (2) Company agrees that source data is to be used solely as a screening tool, and any adverse activity identified therein shall trigger the automatic ordering of an MVR from the selected state(s) at full cost to the Company.
- (3) Company agrees to report to iiX any breach of security or confidentiality involving any information furnished to Company by iiX, including any litigation involving the content of the information furnished to Company.
- (4) Company acknowledges iiX solely supplies the delivery platform for such monitoring services and has no control over the information provided by the data source(s). Company certifies that neither iiX, the data source(s), or their agent(s) shall have liability of any kind in connection with the information provided by the data source(s), including but not limited to any false positives or improperly updated, incomplete, or erroneous information regarding driver activity for monitoring purposes.

THE UNDERSIGNED CERTIFIES THAT HE/SHE HAS READ, UNDERSTANDS, AND AGREES TO THE CONDITIONS DESCRIBED IN THIS ADDENDUM. THE UNDERSIGNED AFFIRMS HE/SHE HAS THE AUTHORITY TO AGREE TO THIS ADDENDUM AS A PERSON LEGALLY AUTHORIZED TO BIND THE COMPANY (OWNER, OFFICER, PARTNER, PRINCIPAL, OR OTHER REPRESENTATIVE WHO IS LEGALLY AUTHORIZED TO BIND THE BUSINESS).

NAME OF COMPANY

iiX ACCOUNT NUMBER

PRINTED NAME/TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

COMPANY ADDRESS

CITY, STATE, ZIP CODE



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DRIVER MONITORING ADDENDUM FOR ARKANSAS, IDAHO AND OKLAHOMA

Arkansas

*Employment
Insurance Re-Underwriting*

Idaho

*Employment
Insurance Re-Underwriting*

Oklahoma

Insurance Re-Underwriting Only

Company, acting by and through its undersigned representative, represents that it may need access to motor vehicle records or abstracts (collectively, "MVRs") from one or more of the above-selected states in connection with monitoring of driver activity through services offered by such state(s), and agrees that this Driver Monitoring Addendum supplements the Company's Subscription Agreement with Insurance Information Exchange ("iiX").

Company acknowledges that the above-selected state(s) permit participation in driver activity monitoring services only by those entities that have implemented reasonable system and data security procedures that satisfy state requirements to protect MVRs and the information in them against misuse and unauthorized disclosure, and that Company has implemented such system and data security procedures.

THE UNDERSIGNED FURTHER ACKNOWLEDGES AND CERTIFIES AS FOLLOWS:

- (1) Company shall use MVRs exclusively for purposes allowed by the state(s), and the MVRs and the information contained in them shall be used solely for the Company's internal driver monitoring purposes and not be sold, assigned, or otherwise transferred to third parties.
- (2) Company's authorized employees or other authorized users, as permitted, who have or will have access to MVRs have undergone and passed a background investigation.
- (3) Company's authorized employees or other authorized users, as permitted, who have or will have access to MVRs, have executed confidentiality agreements with Company addressing confidentiality and protection of consumer information.
- (4) Company has reasonable system and data security procedures to protect MVRs from unauthorized disclosure in transit and while in Company's possession, including, but not limited to, username and password access policies, firewalls, and encryption during any transmission of MVRs or their data.
- (5) Company agrees to keep and maintain, in accordance with commercially reasonable data archive standards, and for five years after termination of its Subscription Agreement, documentation of disclosure of any MVRs in or under Company's possession or control and documentation of systems and operations for the handling of MVRs and safeguarding them from unauthorized disclosure.
- (6) Company agrees to report to iiX any breach of security or confidentiality involving an MVR furnished to Company and any litigation involving the content of an MVR furnished to Company.
- (7) Company agrees to indemnify, hold harmless and release the respective state and its agents from and against any and all loss, damages of any kind, injury, liability, court awards, suits and proceedings, including costs, expenses and attorneys' fees, that may arise from Company's access to the MVRs except as they may result from the actions or inactions of the respective state and its agents.

Name of Company

iiX Account Number

Printed Name/Title of Authorized Representative

Signature of Authorized Representative

Company address

City, State, Zip Code



UTAH INSURANCE MONITORING INSTRUCTIONS

The following form is required to access **Insurance** monitoring in the state of Utah.

Once you have completed the form, access to monitoring in the applicable state will be turned on for your iiX account.

Account users will then be able to enable monitoring for drivers in all available states from within the DriverSafe platform.

The following information will assist you in completing the appropriate form to access monitoring in Utah:

- Be sure to include your *Insurance Information Exchange (iiX)* Account Number.
- Page 2 - Fill in the effective date of the agreement.
- Page 2 - Fill in your company's name on the last blank line provided.
- Page 5 - Complete "To the Insurer:" area with your information.
- Page 7 - Sign and date the form in the fields provided under "Insurance Company:" area.
- Only a person who is authorized to execute contracts for your company should complete and sign this form.

- Mail or fax signed form to:

Insurance Information Exchange (iiX)
Attn: Government Relations
1574 Crescent Pointe Pkwy
College Station, TX 77845

Fax: (201) 748-1449

**Service Level Agreement
For Access to Department of Public Safety
Driving Records**

THIS SERVICE LEVEL AGREEMENT (SLA) is made and entered into this _____ day of _____, 20____, by and between the Department of Public Safety, State of Utah (hereafter the “Department”), Insurance Information Exchange (iiX), a unit of ISO Claims Services, Inc. (hereafter Designee”) and _____ Insurance Company (hereafter “Insurer”).

Recitals

Whereas, the Legislature of the State of Utah has given the Department of Public Safety, Driver License Division the discretion to disclose certain portions of a driving record to an insurer, as defined in Utah Code § 31A-1-301(87), or a designee of an insurer, pursuant to Utah Code § 53-3-109(3); and

Whereas, the Department is required to negotiate an agreement with an insurer and/or designee of an insurer for the provision of the Department’s private records prior to disclosing those portions of a driving record authorized by statute; and

Whereas, the Department has determined that driving records that are the subject of this Agreement may be provided to the Insurer and the Designee, while protecting and securing the private records from unauthorized and inappropriate access.

Now Therefore, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Agreement

1. The purpose of this Agreement is to delineate the circumstances and responsibilities relating to providing on-line electronic access to the state electronic government portal managed for the state by Utah Interactive, LLC (hereafter the “Network Manager”).
2. Except as expressly prohibited in this Agreement, the Department may delegate the performance of any duties within this Agreement to any third party. Any such delegation shall not relieve the Department of its obligations under this Agreement.
3. The Insurer hereby acknowledges that it is currently operating an insurance business as a principal in the State of Utah and is entitled to operate an insurance business as a principal pursuant to all applicable federal, state and local laws, rules and regulations.

4. The Designee hereby acknowledges that it has been designated by the Insurer to receive those portions of a driving record authorized to be released pursuant to Utah Code § 53-3-109(3)(b).

5. The Designee shall become a subscriber with the Network Manager for the purpose of obtaining Department driver license records and agrees to enter into a subscriber agreement indicating that the Designee will comply with all applicable federal or state laws, rules, regulations or policies relating to record use and confidentiality.

6. The Designee shall request and retrieve records directly from the Network Manager through the state electronic government portal, Utah.gov for the purpose of assessing driving risk on the Insurer's current motor vehicle insurance policyholders.

7. The Designee may only request driver license records of drivers who, at the time of request, are covered under a motor vehicle insurance policy of the Insurer. Requests for information and provision of driving records shall be as follows:

- A. The Designee will provide the Network Manager with the following information for each driving record:
 - Name
 - Date of birth
 - Utah driver license number
 - Insurance policy number
 - Insurer company name or NAIC number
 - Insurer agent name and phone number if available
- B. The Designee will be provided with an electronic response indicating yes, no or unable to locate (UTL) for each requested driver.
- C. The Designee will be provided with an electronic copy of the driving record of every requested driver who had a "yes" response, pursuant to paragraph 7(B), indicating a moving traffic violation that is a reportable violation, as defined under Utah Code § 53-3-102, during the previous calendar month.

8. The Insurer and Designee are jointly and severally responsible for all expenses associated with requesting and retrieving records. Costs for the requested records shall be as follows:

- A. A fee will be charged for each driver name submitted to the Network Manager by the Designee pursuant to paragraph 7(A), in an amount specified in addendum A of the designee contract.
- B. A fee designated by statute will be charged for each electronic copy of a driving record provided to the Designee pursuant to paragraph 7(C). In addition, an electronic access fee may be charged by the Network Manager for providing the driving record.

9. Payment for all costs incurred under paragraph 8 shall be remitted to the Network Manager. The Department may suspend or terminate the ability of the Insurer or Designee to obtain driving records pursuant to Utah Code § 53-3-109, if the Network Manager does not receive payment in full in a timely manner.

10. Insurer and Designee hereby acknowledge that any driving record information obtained pursuant to this Agreement is private driver license information, protected under the federal Driver Privacy Protection Act of 1994, found at 18 USC § 123, and the laws of the State of Utah and may only be used for the purposes provided by statute and may not be disseminated or disclosed for any other purpose. Insurer and Designee may not disclose any personal identifying information from a driving record to any other person or use the personal identifying information from that record for advertising or solicitation purposes or any other purpose not permitted by Utah Code § 53-3-109(3)(a). Insurer and Designee agree to indemnify and hold harmless the Department and the State of Utah from any and all claims, demands, actions or liabilities that may accrue against the Department or the State of Utah by reason of the dissemination of the information to the parties.

11. Insurer and Designee agree to and recognize the Department's right to conduct audits of their records for the purpose of determining compliance with applicable state and federal law, verification of the number of records provided by the Department to the Designee, the ultimate use or disposition thereof and whether the drivers were covered under a motor vehicle insurance policy of the Insurer at the time of the request. The Department shall be entitled to conduct audits for other purposes consistent with this Agreement and the limitations found in UCA 53-3-109(3)(a) as determined by the Department. Any audit may include on-site visits. Insurer and Designee agree to maintain their records for a period of five years from the date they received the driver data from the Department, to include all documents, recordings or other records relating to the use and disposition of driving records.

12. This Agreement shall be in full force and effect for a period of one year from the date it is fully signed. Thereafter, this Agreement shall continue for successive monthly periods upon the same terms, provisions and conditions as provided in this Agreement, except at the option of any party this Agreement may be terminated at any time after the original term upon thirty days written notice to the other parties. This Agreement shall be immediately terminated upon the breach of any term, provision or condition of this Agreement by any party without advance notification, termination being completed by an instrument in writing signed by a duly authorized representative of the aggrieved party and deposited with the United States Postal Service. At the option of the Department, this Agreement may be terminated if it is demonstrated that the fees collected pursuant to this Agreement are insufficient to cover the costs associated with services provided pursuant to the Agreement.

13. This Agreement may be amended or modified at any time following thirty days notice by an instrument in writing, signed by duly authorized representatives of the parties hereto.

14. All notices contemplated or required under this Agreement shall be sufficient if given in writing, signed by the party giving it and shall be served either personally or by registered mail:

To the Department: Nannette Rolfe, Director
Department of Public Safety
Driver License Division, 3rd Floor
4501 South 2700 West
Salt Lake City, Utah 84114-1775

To the Designee: Insurance Information Exchange (iiX),
a unit of ISO Claims Services,
Inc. 1574 Crescent Pointe Pkwy
College Station, TX 77845

To the Insurer:

15. The parties may not assign this Agreement without the prior written consent of the Department and any such assignment of this Agreement without such permission shall be null and void.

16. The laws of the State of Utah shall govern this Agreement, without reference to rules of conflict of laws. The parties submit to the exclusive jurisdiction and venue of the courts of the State of Utah, with respect to any action arising, directly or indirectly, out of the Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

17. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement or if a party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

18. Any and all remedies provided for the enforcement of this Agreement are cumulative and not exclusive and each party shall be entitled to pursue either the rights enumerated in this Agreement or remedies authorized by law, or both.

19. The agreements, conditions and provisions contained in this Agreement, subject to the provisions as to assignment, apply to and bind the heirs, executors, administrators, successors and assigns of the parties.

20. Any waiver by any party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision. And further, the party against whom such waiver is to be construed must sign any waiver in writing.

21. The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

22. This Agreement, together with any written amendments executed by all parties, embodies the entire agreement and understanding between the parties and supersedes all prior understanding and agreements, whether written or oral, between the parties relating to the matter hereof. This Agreement may not be modified or amended except by a written agreement signed by authorized representatives of the parties.

23. If the Department's performance under this Agreement depends upon the appropriation of funds by the Utah Legislature, and if the Legislature fails to appropriate the funds necessary for the performance, then the Department may provide written notice of this to the other parties and cancel this Agreement without further obligation of the Department. The parties acknowledge that provision of driving records by the Department pursuant to Utah Code § 53-3-109(3) is permissive and not mandatory.

24. Each party hereby warrants and represents to the other parties that their respective signatories have been duly authorized on behalf of their respective party to enter into and execute this Agreement.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives in manner and form sufficient to bind them, on the date adjacent to their respective signatures below.

Department of Public Safety, State of Utah

By: _____

Name

Title

Date

Insurance Information Exchange (iiX)
Designee: a unit of ISO Claims Services, Inc.

By: Robby Hobbs
Name

VP- Operations
Title

Date

Insurance Company: _____

By: _____
Name

Title

Date