



Usage and Eligibility Requirements

Enrollment in Snapshot will occur upon completion of the following steps:

- you register for Snapshot either online, over the phone, or through your Progressive agent (where available);
- you provide a valid email address;
- you accept these terms and conditions for participating in Snapshot; and
- you install a device in all vehicles registered for Snapshot.

For customers who have been provided a device that does not transmit data wirelessly, a vehicle will qualify for renewal pricing based on vehicle usage so long as you upload your Snapshot data to Progressive no later than 60 days prior to the expiration of the policy period.

If the total time the Snapshot device is connected to a participating vehicle during a policy period is insufficient for Progressive to make a reasonable determination of your driving behavior, or if the pattern of disconnections suggests that reported driving behavior may not be representative of actual behavior, renewal pricing based on Snapshot data for the affected vehicle may be removed for that policy period, or, depending on the pricing model in your state, may not be applied at all. The technology expense, if applicable, will continue to be applied to the vehicle. Technical issues with the Snapshot device, or data quality or data transmission issues, may prevent us from providing renewal pricing based on Snapshot data. In the event this is attributable to Progressive, we will waive any applicable technology expense.

Temporary removal of renewal pricing for these reasons will not affect your future participation in Snapshot.

In some states, customers must install the device within 45 days of enrolling in the Program in order to qualify for potential discount pricing.

Use of the Device on Different Vehicles

The rules for transferring the device are as follows:

- **Replacing Vehicle:** The device may be transferred to a vehicle replacing an existing vehicle on the policy that was registered with Snapshot. The new vehicle must be eligible for Snapshot, meaning the device must be compatible with the new vehicle. If the new vehicle is not eligible for the program, the device from the replaced vehicle must be returned to Progressive.
- **Removing Vehicle:** If you remove a vehicle from your policy that was registered for Snapshot, you must return the device to Progressive.

Communications

We will periodically send you reminders and other information by email and/or phone while you're participating in Snapshot.

Ending Your Enrollment in Snapshot

You may end your enrollment in the Snapshot program at any time, and return to our traditional rating program. Please note: In Alabama only, after ending your participation in the program, up to 12 months of Snapshot data may be used for renewal pricing purposes, and the technology expense may continue to be applied to the vehicle until the end of the then-current policy period.

Disclaimer/Limitation of Liability

YOU AGREE THAT PROGRESSIVE'S LIABILITY FOR DAMAGES CAUSED BY THE DEVICE SHALL BE LIMITED TO PROPERTY DAMAGE TO THE VEHICLE IN WHICH IT IS INSTALLED. FURTHER, PROGRESSIVE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR BODILY INJURY OR DAMAGE TO OTHER VEHICLES OR PROPERTY, CAUSED BY OR RESULTING FROM THE DEVICE HAVING BEEN INSTALLED IN THE VEHICLE.

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

Patent Notice

U.S. Patent Nos. 5,797,134, 6,064,970, and 6,868,386, as well as pending applications which claim priority from these patents, apply to the Snapshot Discount program and device.

PROGRESSIVE[®]



» Terms and Conditions

Last Updated: August 15, 2011

Your participation in the Snapshot Discount[®] program (Snapshot[®]), also referred to as MyRate[®] in some states, is expressly conditioned on your acceptance of these terms and conditions. If you do not agree with any part of these terms and conditions, you should not participate in Snapshot.

The Progressive Group of Insurance Companies (Progressive) reserves the right to modify the terms and conditions at any time. Modifications to these terms and conditions can be viewed by logging in to your policy through www.progressive.com. Continued participation in Snapshot by you will constitute your acceptance of any revisions to these terms and conditions. Please check this page regularly.

About Snapshot

Progressive is offering a usage-based insurance rating program, called Snapshot, which allows customers to potentially save money based on how safely, how far, and when their vehicle is driven.

The Snapshot Device

How It Works. Participating customers will be given a device that plugs into the data port on vehicles that are model year 1996 or newer and collects vehicle-usage information.

The Snapshot device records vehicle speed and time information, Vehicle Identification Number, G force (in some devices), as well as when the device is connected and disconnected from the vehicle. Other information, such as miles driven and rates of acceleration and braking, is derived from the speed and time information. However, the device does not have GPS, so it does not track vehicle location or whether you're exceeding the speed limit (although, with your consent, we may be able to determine the approximate location of your vehicle using cellular technology in the event of theft). Most devices, including all devices for customers who've recently enrolled, transmit data wirelessly to and from Progressive. A few devices previously distributed require manual data upload.

Property of Progressive. Devices are the property of Progressive and are provided by us for each vehicle you register for participation in Snapshot. Progressive and its vendors retain all right, title, and interest in and to the Snapshot device and firmware. You may not reverse engineer, disassemble, decompile, alter, duplicate, translate, make copies, or create derivative works from the device or firmware, or otherwise attempt to derive the source code of the firmware, 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 Progressive and is deemed to be the confidential and proprietary information of Progressive.

Returning the Device. Each device must be returned to Progressive once your vehicle is no longer registered for the program and you do not wish to transfer the device to another eligible vehicle on the policy, or in the event we have determined additional driving data is not needed. Failure to return the device to us in a timely manner and in good, working condition (normal wear and tear excepted) could result in a charge of up to \$75 to your policy account.

Acknowledgement/Vehicle Owner Consent

By participating in Snapshot, you represent that you have the consent of the registered owner of each vehicle in which a device will be installed to (a) install the device, (b) provide information collected by the device to us, and (c) permit us to retain and use the information as described in these terms and conditions. Once the vehicle information is sent to us, the recorded information will be erased from the device. Progressive will retain information collected or derived from the device indefinitely.

Snapshot data may be useful in determining the cause of an automobile accident. If you're in an accident, you may have a legal obligation to preserve the information on the device. This information may be sought by opposing parties in a civil lawsuit or by police when investigating the cause of an accident, or we may be legally obligated to provide such information in response to a subpoena or as otherwise required by law. In the event that you have an insurance claim with us, we will not use the data to resolve the claim without

first obtaining your permission or (if not you) the registered vehicle owner's permission. There may also be instances where we're required to provide driving information to a state department of insurance in order to support renewal rates.

The device uses a certain amount of current from the battery even when the vehicle is not turned on. Care should be taken in using the device in vehicles that have old or weak batteries, or that may go extended periods without being started.

Snapshot Data

Privacy. We're committed to protecting your privacy and earning your trust, and understand you may have concerns about how we use the Snapshot data we collect. In addition to our commitment to you in our Privacy & Security Policy at www.progressive.com, we explain what we will and won't do with the driving data in our Snapshot Privacy Statement, located at www.progressive.com/snapshot/privacy-statement.aspx.

Please know that Snapshot data will not be used to cancel or non-renew your policy.

Viewing the driving data. All customers, regardless of the type of device used, will be able to review reports on their driving habits produced from Snapshot data by logging in to their policy through www.progressive.com.

Snapshot Pricing. Snapshot data will be used in determining your rate for each enrolled vehicle. This may result in a discount or, in some cases (in certain states), a surcharge. The Snapshot discount or surcharge does not apply to all coverages. We apply the discount to the premium for the three major coverages: bodily injury, property damage and collision, but the premium for some of the other coverages or expenses may not be discounted, depending on state regulations. In some cases the Snapshot program will slightly decrease your Paid in Full or EFT discount savings. In addition, a technology expense may be applied to your rate in some states, which includes the cost of the device and the amount we pay to have the data sent to us.

In some states, we offer a per-vehicle Snapshot participation discount for the first policy period. Depending on your state, the participation discount (a) may be applied to registered vehicles at policy inception; (b) may be applied to a vehicle at the time the Snapshot device is installed in that vehicle; or (c) may be removed, resulting in an increase in premium owed, if the Snapshot device is not installed in a timely manner. Renewal pricing based on Snapshot data is applied to each subsequent policy period for the appropriate vehicle based on that vehicle's driving data from the previous 12 months (or less, depending on available data), and may vary from policy period to policy period.

In other states, we offer different Snapshot pricing. In those states, no surcharge is applied. Vehicles are eligible for discounts only if the device is installed. After installation, driving data will be analyzed for 30 days, and an initial Snapshot score will determine discount eligibility and amount. If the vehicle is deemed eligible for discount pricing, once the vehicle is driven for a minimum of 75 days after installation, a second score will determine renewal pricing on a going-forward basis, until such time as Progressive, in its sole discretion, either elects to collect additional vehicle data to re-evaluate how the vehicle is being driven and recalculate the Snapshot discount, if any, or revises the discount factors. In the event the minimum data capture period extends beyond a renewal of your policy after enrollment, Snapshot discount pricing based on the second score will be deferred until the subsequent policy renewal. After renewal discount pricing has been established, we'll send you a postage-paid return package that you can use to return the device to us. Please do not remove and return the device until we notify you that we have gathered enough driving information.

For more specifics on how Snapshot is priced in your state, please visit www.progressive.com/snapshot/how-it-works.aspx.