

We greatly appreciate your business. Please read this Terms and Conditions Agreement (this "Agreement") carefully.

As used in this Agreement, "we," "us," and "our" refer to Esurance Insurance Services, Inc., doing business as Esurance or Esurance Insurance Agency Services. "You" and "your" refer to the named insured(s) identified in the Declarations Page ("Declarations Page"), and any spouse of the named insured who resides in the same household. "Insurance Policy Documents" collectively refers to your original application, this Agreement, and all forms, endorsements, and notices issued to you by us, including any electronic communications.

DECLARATION STATEMENTS

By accepting our renewal offer, you: (i) agree to all of the terms and conditions contained herein; (ii) declare that your Declarations Page is accurate and reflects your desired coverage selections and coverage limits; (iii) declare that you have listed all drivers in your household, including any regular or frequent operators of the vehicle(s) listed in the Declarations Page; (iv) declare that you have described any business or commercial use of your vehicle(s); and (v) agree that no coverage will be bound if your financial institution does not honor, or we do not receive, your payment.

DISCLOSURE OF FEES

Installment Fee

You may be charged an Installment Fee, as allowed by your state, if you elect to pay your premium in installments.

Late Payment Fee

You may be charged a Late Payment Fee of \$10.00 for each payment that is not received by the payment due date.

Driver Filing Fee

You may be charged a Driver Filing Fee of \$25.00 for each driver who requires a proof of financial responsibility filing.

Short Rate Fee

You may be charged a Short Rate Fee equal to 10% of the unearned premium if you cancel your Policy for any reason. This Short Rate Fee is in addition to any premium we earn for the coverage provided and may be deducted from any refund due to you.

State-Required Fees

You may be charged for fees as required or permitted by your state.

CANCELLATION FOR NON-PAYMENT OF PREMIUM

To keep your Policy current and avoid cancellation, your payment must be received by its due date. We do not accept partial payments of the invoiced amount. If your full payment for the invoiced amount is not received by the due date, a Late Payment Fee will be charged to your account. Any unpaid premium may result in the cancellation of your Policy. If a cancellation notice is generated, you will be charged a Short Rate Fee and a cancellation notice will be mailed to the address shown on your Policy.

NOTICE OF INSURANCE PRACTICES AND USE OF CONSUMER REPORTS

Personal information about you may be collected from persons other than you. Such information, as well as other personal and privileged information collected by us or our agents, may, in certain circumstances and as permitted by law, be disclosed to third parties. You have the right to review your personal information in our files and request the correction of any inaccuracies. More information about your rights and our practices regarding your personal information is available upon request. Please contact us for more information.

In order to evaluate your eligibility for insurance coverage with us and to determine the correct premium to charge you, we order one or more reports provided by independent consumer reporting agencies. These reports are necessary to verify information that you have provided us. Examples of reports include, but are not limited to, a Motor Vehicle Report (MVR), an insurance claim history report, and, where allowed by law, an insurance score based on information contained in your credit report. We may use a third party in connection with the development of your insurance score. All reports are impartial statements of fact and are kept strictly confidential. The information we obtain will be used only for business purposes and to ensure that each applicant is evaluated fairly. Future reports may also be used for an update, renewal, extension, cancellation, or non-renewal of your insurance coverage. Upon request, we will provide you with the name, address, and telephone number of any consumer reporting agency that furnishes us with your report.

We will review your credit history when we are legally required to do so, or you may request a review once for every six-month policy term. Any adjustment in premium made pursuant to a change in your credit history will be reflected on your next renewal offer.

CREDIT SCORE NOTIFICATION

We use an insurance score in addition to traditional rating factors such as driving record, type of vehicle, use of vehicles, gauging territory, and limits of coverage to determine your premium.

An insurance score is developed from a mathematical model that weighs and measures credit information such as payment history, the number of collections, bankruptcies, outstanding debt, length of credit history, types of credit in use, and the number of applications for credit. These factors identify credit management patterns that have been proven to correlate with the probability of having a future insurance loss.

Generally speaking, the higher your score is, the lower your premium will be. Most policyholders receive a more favorable premium because of their score. The insurance score is NOT the sole factor in determining the cost of your policy, but is used in combination with the traditional factors to provide you with the best premium for which you qualify.

You may not have received the best available premium because of information from your consumer credit report. To view the list of credit factors that had the greatest impact on your score, please review the Consumer Disclosure Notice.

If you would like to obtain additional information on these factors, please go to www.consumerdisclosure.com. On the Web site, select "reports" from the top right side. Then, select "credit reports." The expanded explanations are contained on this screen. You may also call LexisNexis at [1-800-456-6004](tel:1-800-456-6004) and request the "NCF Credit Report."

If you have been adversely affected by information contained in a consumer report provided by LexisNexis, you have the right, under the Fair Credit Reporting Act, to obtain a free copy of such report(s) from LexisNexis within 60 days of receipt of this notice. Please contact them at:

LexisNexis Consumer Service Center
P.O. Box 105108
Atlanta, GA 30346-5108
[1-800-456-6004](tel:1-800-456-6004)

After receiving your consumer report(s), if you disagree with the accuracy or completeness of any information contained therein, you should contact the following:

1. For credit reports, contact the consumer reporting agency listed on the credit report, or LexisNexis.
2. For all other reports, contact LexisNexis.

EXTRAORDINARY LIFE EVENT

You may request reconsideration of an insurance score because of the direct influence of an extraordinary life event on your credit information. An extraordinary life event may include, but is not limited to: (i) catastrophic illness or death; (ii) death of a spouse, child or parent; (iii) divorce; or (iv) identity theft.

UNINSURED MOTORIST COVERAGE NOTICE

If you have chosen to accept Uninsured Motorist Coverage and have any questions after reading this statement regarding Uninsured Motorist Coverage, or the amount of coverage you have selected, your agent or company representative will be able to assist you. You should have chosen the amount of Uninsured Motorist Coverage you want based on this question: If I get hit by someone with little or no liability insurance, how much protection do I need to cover the cost associated with car repair, medical bills, other expenses, and lost wages? If the person who hits your automobile has no liability coverage or liability coverage equal to or less than the Uninsured Motorist Coverage amount you have selected, your total automobile insurance recovery (from all companies involved) may not exceed the amount of Uninsured Motorist Coverage you have selected. This notice is for informational purposes only and does not change or replace the language in your Policy.

FRAUDULENT INFORMATION STATEMENT

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

RELEASE OF INFORMATION CONTAINED IN DEVICES

If your insured vehicle is equipped with an Event Data Recorder, mileage verification device, or any similar device capable of providing information relevant to the rating of your Policy or settlement of a claim, you hereby consent to the release of information from that device to us and to any persons or entities working with us, subject to any applicable state law. You also agree to fully cooperate with us when dealing with any third party to facilitate the timely release of information contained on the device to us.

UPDATING YOUR CONTACT INFORMATION

You must notify us of any changes to your email address, mailing address, or telephone number by updating your online account with your new contact information, calling our customer service center at [1-800-ESURANCE \(1-800-378-7262\)](tel:1-800-ESURANCE), or by sending an email to support@csr.esurance.com.

ELECTRONIC DOCUMENTS

The Electronic Signatures in Global and National Commerce Act of 2000 requires us to ask you for your consent to electronic transactions, including providing you with Insurance Policy Documents electronically. If you have provided this consent to us previously, and have not withdrawn such consent, you will continue to receive all of your Insurance Policy Documents from us electronically, as permitted by law. Insurance Policy Documents in electronic format will have the same contractual force and effect as Insurance Policy Documents in paper format.

PAPER DOCUMENTS

If you consent to electronic transactions, including receiving Insurance Policy Documents electronically, you may withdraw your consent at any time and begin receiving Insurance Policy Documents in paper format. In addition, you may request paper copies of your electronic Insurance Policy Documents at any time. However, the Paper Documents Fee set forth in the "Disclosure of Fees" section above may apply if you: (i) withdraw your consent to electronic transactions, including receiving Insurance Policy Documents electronically; or (ii) request to receive paper copies of your electronic Insurance Policy Documents. If you elect to receive paper copies of Insurance Policy Documents, you may, at any time, request and consent to electronic transactions, including receiving Insurance Policy Documents electronically. Please call us at [1-800-ESURANCE \(1-800-378-7262\)](tel:1-800-ESURANCE) for any such withdrawals or requests.

CELL PHONE POLICY

You agree that you are providing your express consent to receive calls and text messages on your cellular telephone, and on any other device on which you may receive calls or text messages, from Esurance, its agents, affiliates and service providers that are placed using an automatic telephone dialing system or using artificial or prerecorded voice messages.

TECHNICAL REQUIREMENTS FOR ELECTRONIC DELIVERY

Please be aware that, in order to access Insurance Policy Documents electronically, you must have: (i) a computer capable of connecting to the Internet; (ii) an Internet Service Provider; (iii) a browser capable of viewing our Web site; (iv) an email service account that allows you to read, write, and send email; and (v) the ability to use hyperlinks to access other Web sites (collectively referred to as the "Technical Requirements"). You must have the Technical Requirements to download, display, print, and retain Insurance Policy Documents in Adobe Portable Display Format. Once you purchase your Policy, you will be given the opportunity to download a free copy of Adobe Reader so that you can view Insurance Policy Documents in Adobe Portable Display Format. If you do not have the Technical Requirements, you cannot receive Insurance Policy Documents electronically.

ACCESSING YOUR ONLINE ACCOUNT

To access your online account, go to www.esurance.com and log in to your account with the email address and password you provided when you created or updated your account. Your Insurance Policy Documents will be accessible through your online account. To print any of your Insurance Policy Documents from your online account, click the "print" button located on the page or in your browser frame. To download and save any of your Insurance Policy Documents to your computer, open the insurance policy document by clicking on its hyperlink or icon and follow Adobe Reader's directions for downloading and saving documents.

CONSENT TO TRANSACT BUSINESS ELECTRONICALLY

If you have previously agreed to transact business electronically, then by accepting our renewal offer, you: (i) agree to continue to transact business electronically through our Web site and by email to, among other things, make payments, receive Insurance Policy Documents, renew and terminate your Policy, and send to us and receive from us communications related to your Policy; (ii) unless otherwise indicated, agree to accept all Insurance Policy Documents electronically in lieu of delivery by U.S. Mail or other physical delivery method; provided, however, that, as required by law, we will deliver certain Insurance Policy Documents, such as termination notices, in paper format via U.S. Mail; and (iii) acknowledge that you have read the disclosure regarding the use of electronic records and signatures in connection with your online account as provided on our Web site. If you have previously chosen to transact business by non-electronic means by receiving Insurance Policy Documents in paper format and by calling Esurance at [1-800-ESURANCE \(1-800-378-7262\)](tel:1-800-ESURANCE) to make any changes or updates regarding your Policy then that choice will remain in effect until you agree to transact business electronically.