

CHUBB APPLICATION PRIVACY POLICY

Welcome to the “Chubb® Mobile Estimate App” application (the “Application”), a mobile application and solution provided by Chubb INA Holdings Inc. This Privacy Policy is entered into by and between you, Chubb INA Holdings, Inc., its affiliates, and anyone involved in creating or providing the Application or related content (“Chubb”, “We”, “Us”). The Application, offered and hosted by Chubb’s service provider, CCC Information Services Inc. (“CCC”) streamlines the claims management process to help you resolve your automobile collision claim, and allows you ready access to information relating to Chubb claims.

THE FOLLOWING TERMS AND CONDITIONS (THE “AGREEMENT”) CONSTITUTE A BINDING AGREEMENT AND GOVERN YOUR ACCESS TO AND USE OF THE MOBILE APPLICATION, INCLUDING ANY DOCUMENTATION, FUNCTIONALITY AND SERVICES OFFERED ON OR THROUGH THE APPLICATION. YOUR LICENSE TO USE THIS APPLICATION IS SUBJECT TO YOUR PRIOR AND CONTINUED ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS. BY DOWNLOADING, INSTALLING, OR USING THE APPLICATION, YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. SHOULD YOU NOT ACKNOWLEDGE AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST IMMEDIATELY UNINSTALL THE APPLICATION AND/OR DISCONTINUE ITS USE. CONTINUED USE OF THE APPLICATION SIGNIFIES YOUR CONTINUED ACCEPTANCE OF THIS AGREEMENT AND ANY CHANGES TO IT. THESE TERMS SHALL REMAIN VALID AND EFFECTIVE UNTIL MODIFIED OR TERMINATED BY US. PLEASE READ THESE TERMS CAREFULLY AND IN THEIR ENTIRETY.

This Agreement does not change or amend in any way: 1) the Google Play Terms of Service found at https://play.google.com/intl/en_ca/about/play-terms.html, as may be amended by Google from time to time; or 2) the Apple App Store Terms of Service, found at <http://www.apple.com/legal/internet-services/itunes/us/terms.html>, as may be amended by Apple from time to time, whichever is applicable to You.

The Application is licensed to you, and Chubb reserves the right to modify, suspend or discontinue the Application at any time, with or without notice or liability to you. Furthermore, in the event that the claim for which you have received access to The Application becomes subject to litigation or other formal legal process, you may lose access to the Application with respect to such claim.

The Application is designed to allow individuals to take photographs and videos of their damaged vehicles, upload those photographs and videos (along with additional information) to Chubb, and receive vehicle damage repair estimates from Chubb (and its service providers). All use of the Application for any other purpose is strictly prohibited.

1. Privacy Policy

Your personal information, to the extent you provide any, will be treated in accordance with Chubb’s Privacy Policy, which can be found at <https://www2.chubb.com/us-en/online-privacy-policy.aspx>, as amended by Chubb from time to time. By using Chubb® Mobile Estimate App, you acknowledge that you have read and understand Chubb’s Privacy Policy.

2. User Information

By acknowledging and consenting to this Agreement, or by downloading, installing or using the Application, you agree that Chubb, its affiliates, insurance carrier customers, agents, third party

partners, and successors, may use, process, maintain, share, and/or transmit the information you provide through your use of the Application—including your Personal Information, for the purposes disclosed in this Agreement and in the Chubb Privacy Policy.

You further agree to immediately notify Chubb of any suspected unauthorized transactions associated with the Application or any other breach of security. Chubb shall not be responsible for any losses arising from the financial loss or theft of User Information due to unauthorized or fraudulent transactions related to the Application. You are solely responsible for taking precautionary steps to protect User Information.

3. Data Collection

Data captured by the Application will include some or all of the following: (a) claim ID / last name; (b) VIN; (c) vehicle damage description; (d) photo of the odometer reading; (e) photos and/or videos of the damaged vehicle(s); (f) location and time of day the photos and videos were taken; (g) smartphone information (e.g. operating system, mobile device type, location information and camera settings); (h) account information and (i) any other information you elect to share. This information is then transmitted wirelessly to CCC, as Chubb's service provider, and is made available to Chubb for its business purposes. The information is also used to derive other data, as described in Section 10 (Use of Data) below. The Application will also capture any information You enter into the Application (such as Your user profile information and information relating to Your vehicle).

4. Use of Data

Chubb and CCC will use the data captured by the Application to process your damaged vehicle claim, help create, develop, operate, deliver and improve products, services, site content and user experience and for internal purposes such as auditing, data analysis and research to improve products and to generate notifications which will be made available to You via text message or email.

5. User-Generated Content

You may generate content, written or otherwise, while using the Application ("User-Generated Content"). User-Generated Content includes, but is not limited to, any communications, images, photos, videos, sounds, and all the material, data and information that you upload or transmit through the Application. You acknowledge and agree that User-Generated Content other than personally-identifiable information may be used, reproduced, displayed, modified, deleted, added to, adapted, and published by Chubb (for example, in product marketing campaigns). You grant Chubb, including its affiliates, insurance carrier customers, agents, third party partners and successors, including CCC, a worldwide, irrevocable, transferrable, sub-licensable, fully-paid and royalty-free, and non-exclusive license to use, reproduce, display, modify, delete from, add to, adapt, publish, store and prepare derivative works from and exploit, in whole or part, the User-Generated Information, other than personally-identifiable information, in any manner or any medium now known or hereafter devised.

6. Entire Agreement

This Agreement, and Chubb's Mobile Application Terms of Use constitute the sole and entire agreement between you, and Chubb with respect to the Application and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Application.

7. Modification of this Agreement

Chubb may change or modify this Agreement or any other terms, conditions, or policies related to the use of the Application (including those identified in this Agreement) at any time and at their sole discretion without notice to you by posting revisions within the Application. Continued use of the Application following the posting of these changes or modifications will constitute your acknowledgement and agreement to such changes or modifications. If you do not agree to or cannot comply with the Agreement as modified, you must stop using the Application.

8. Waiver and Severability

No waiver by Chubb of any term or condition set forth in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Chubb to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision.

If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect.

9. Third Party Beneficiary

Except for CCC and Chubb's other service providers, licensors, or others involved in creating or providing the Application, nothing herein, express or implied, shall give or be construed to give any rights hereunder to any third party.

10. Assignment

Chubb may assign or delegate this Agreement, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under this Agreement without the prior written consent of CHUBB, and any unauthorized assignment and delegation by you is ineffective.