SafeAuto's Paperless Terms and Conditions

DISCLOSURE AND CONSENT

The parties to this Disclosure and Consent are the policyholder or prospective policyholder ("you" or "your") and Safe Auto Insurance Company ("SafeAuto", "we", "us" and "our").

This Disclosure and Consent provides important information about your rights. By agreeing to the terms of this Disclosure and Consent, you agree to:

1) Do business with SafeAuto electronically;
2) Use electronic signatures in your dealings with Safe Auto;
3) Receive in electronic format information, notices, offers, disclosures, documents and/or communications (referred to collectively as "communications") that SafeAuto is required by law to provide to you in writing relating to your application for insurance or your insurance policy; and
4) Receive other communications from us in electronic format.

Please read this Disclosure and Consent carefully and print or retain a copy for your records.

Scope of Communications to Be Provided in Electronic Format. You agree that we may provide you with all communications in electronic format, and that we may discontinue sending paper communications to you. We may, at our election, continue to provide some or all communications to you in paper format, and will not transmit electronic communications to you where such transmission is prohibited by law. You may at any time withdraw your consent to receive communications electronically, utilizing the procedures set forth below. You may, without cost, request a paper copy of any communication that we provide to you electronically. Your consent to receive electronic communications includes, but is not limited to the following communications:

- Insurance policies, schedules and endorsements.
- Offers of coverage and coverage option notices.
- Notices pertaining to scope of and limitations on coverage.
- Notices of cancellation, notices of termination or reduction in coverage and notices of nonrenewal.
- Notices of renewal conditions and renewal offers
- Notices of adverse underwriting actions.
- Disclosures and notices regarding the use of credit information and consumer reports.
- Privacy policies and notices.
- Billing statements and notices, including notices of changes in premiums, notices of incidental fees for installments, late payments, policy reinstatements or other fees.
- Insurance cards or other evidence of coverage
- Claims communications including, but not limited to, acknowledgments of notice of a claim or loss, acceptances or denials of a claim, responses to claims communications, requests for extensions of time to investigate a claim, notices regarding statutes of limitations and suit limitation periods, reservation of rights letters, notices of claims payments or other similar claims related communications.
- All information, notices, offers, disclosures, documents and/or communications associated with your application for insurance or your insurance policy.
- General releases, powers of attorney, discovery requests or other legal documents relating to any litigation or other proceedings initiated with respect to a claim or insurance transaction in which you are involved.
- Authorizations for release of medical, employment or other personal information, HIPPA notices and authorizations and other similar information requests or authorizations.
- Odometer statements, affidavits, vehicle title transfer documents, salvage titles or certificates, vehicle registration statements or other similar documents pertaining to vehicle-related transactions, including any claims for damage or destruction to any vehicle.
- Any other documents necessary or appropriate to the business relationship between you and us.
Method of Providing Communications to You in Electronic Format. All communications we provide to you in electronic form will be provided either (1) via email, (2) via access to a secure website, (3) via downloadable PDF, (4) via posting on our website, or a combination of these methodologies. Any method of delivery will be clearly communicated to you and will be consistent with legal provisions governing electronic delivery in your state.

How to Withdraw Consent. You have the right to withdraw your consent to have communications provided to you in an electronic format. You may withdraw your consent to receive communications in electronic format by mailing written notice of your intention to withdraw your consent to Safe Auto Insurance Company, 4 Easton Oval, Columbus, Ohio 43219 Attention: Customer Service. You may also provide us with notice of withdrawal of consent via e-mail, utilizing the email address on file with us, by directing such e-mail to CSD@safeauto.com. Additionally, at our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to transact business electronically. The withdrawal of your consent will not affect the legal validity or enforceability of prior electronic communications. We will not impose any fee to process the withdrawal of your consent to receive electronic communications and transactions. If, however, a discount is given now or in the future for conducting business electronically, a withdrawal of consent could result in the elimination of any such discount.

If you reside in the State of Arizona, your withdrawal of consent will become effective seven (7) days after our receipt of your withdrawal of consent. Otherwise, your withdrawal of consent will become effective thirty (30) days after our receipt of your withdrawal of consent.

How to Update Your Records. It is your responsibility to provide us with an accurate, complete and valid email address and other information we may reasonably request, related to this Disclosure and Consent or your insurance policy in order to provide electronic communications to you. You agree to maintain and promptly update us with any changes to this information. You may update your email address and contact information by contacting us at 1-800-723-3288, by emailing us at CSD@safeauto.com or online at www.safeauto.com (My Preferences).

Hardware and Software Requirements. In order to access, view and retain electronic communications that we make available to you, you must have:

- A device, such as a desktop computer, laptop, smartphone or tablet computer, with the capability of accessing the internet and receiving, accessing, displaying and either printing or storing communications received from us in electronic format. [via a plain text formatted email or by access to our website];
- An internet browser, including Internet Explorer 9 or higher, Chrome, Safari, Firefox, with Java Script and Cookies enabled;
- A printer capable of printing the documents we provide to you electronically, or the electronic storage capacity – either on your device or in a stand-alone storage device -- adequate to store the communications we provide to you electronically;
- A valid email account and the necessary hardware and software to access that account;
- The ability to view, print and/or retain communications in PDF format.

If you have any trouble accessing, viewing, retaining or printing any electronic communications that we send you, please contact us at 1-800-723-3288 or via email at CSD@safeauto.com. We are not responsible for inability to access, view, retain or print any electronic communication when such inability is due to a failure on the part of your device, hardware, software, internet or telecommunications provider, your failure to pay your provider, or other error by you or anyone other than us. We do not warrant that the electronic delivery of communications will be error free or uninterrupted. We are not responsible for any equipment or systems problem that is beyond our reasonable control.
Requesting Paper Copies. After you consent to the use of electronic communications, we will not send you a paper copy of communications covered by this Disclosure and Consent unless you request it, the provision of a paper copy is required by law, or we, in our sole discretion, deem it appropriate to do so. You may obtain a paper copy of an electronic communication by printing it yourself from the electronic version we provide or by requesting that we mail you a paper copy. You may request a paper copy by contacting us at 1-800-723-3288 or by sending an e-mail to CSD@safeauto.com.

Communications in Writing. All communications in either electronic or paper format from us to you will be considered “in writing.” You should print or download for your records a copy of this Disclosure and Consent and any other communication that is important to you.

Electronic Signatures. You agree that any documents, notices or other communications between you and us which require signature may be executed electronically. You acknowledge and understand that by selecting an option in a drop-down box, check box or other online representation of choices, by clicking a button, or by otherwise taking any action indicating your acceptance or agreement of a given document or communication, you undertake such action with the express intention that such action represents an intent to sign that document or communication and signify your acknowledgement and agreement to the stated provisions. If contacting us by telephone, you hereby authorize us to make such selections on your behalf, pursuant to your express instructions, with the same effect as if you had physically made such selections. By electronically executing this Disclosure and Consent, and completing the registration process for electronic delivery, you demonstrate your intent to sign documents electronically.

Termination/Changes. We may amend the terms of the Disclosure and Consent at any time by providing notice to you. If you do not agree to the amendment(s), you may withdraw your consent to receive communications electronically and use electronic signatures. You may withdraw your consent as set forth in the foregoing section, How to Withdraw Consent.

State Specific Notices

The following notifications are required by law in the states indicated. Such notifications are applicable only to the residents of the indicated states, and this Disclosure and Consent remains in full force and effect, subject only to any modifications required by such notifications.

GEORGIA RESIDENTS – PLEASE READ THE FOLLOWING:

Georgia law requires the following language be included in this Disclosure and Consent:

I AGREE TO RECEIVE ALL MAILINGS AND COMMUNICATIONS ELECTRONICALLY, SUCH ELECTRONIC MAILING OR COMMUNICATIONS MAY EVEN INCLUDE CANCELLATION OR NONRENEWAL NOTICES

KENTUCKY RESIDENTS – PLEASE READ THE FOLLOWING:

Kentucky law requires the following language be included in this Disclosure and Consent:

THE POLICYHOLDER WHO ELECTS TO ALLOW FOR THIS POLICY, NOTICES AND COMMUNICATIONS TO BE SENT TO THE ELECTRONIC MAIL ADDRESS PROVIDED BY THE POLICYHOLDER SHOULD BE AWARE THAT THE ELECTION OPERATES AS A CONSENT BY THE POLICYHOLDER FOR ALL NOTICES TO BE SENT ELECTRONICALLY, INCLUDING NOTICE OF RENEWAL AND CANCELLATION. THEREFORE, THE POLICYHOLDER SHOULD BE DILIGENT IN UPDATING THE ELECTRONIC MAIL ADDRESS PROVIDED TO THE INSURER IN THE EVENT THE ADDRESS SHOULD CHANGE.
Kentucky law also requires that you be advised of the right to continue to receive all communications in paper format, the right to receive the policy documents electronically, but all other items in paper format, or the right to receive all communications electronically.

TENNESSEE RESIDENTS – PLEASE READ THE FOLLOWING:

Tennessee law requires the following language be included in this Disclosure and Consent:

THE POLICYHOLDER ELECTING TO ALLOW FOR NOTICES AND COMMUNICATIONS TO BE SENT TO THE ELECTRONIC MAIL ADDRESS PROVIDED BY THE POLICYHOLDER SHOULD BE AWARE THAT THE INSURER RIGHTFULLY CONSIDERS THIS ELECTION TO BE CONSENT BY THE POLICYHOLDER THAT ALL NOTICES MAY BE SENT ELECTRONICALLY, INCLUDING NOTICE OF NONRENEWAL AND NOTICE OF CANCELLATION. THEREFORE, THE POLICYHOLDER SHOULD BE DILIGENT IN UPDATING THE ELECTRONIC MAIL ADDRESS PROVIDED TO THE INSURER IN THE EVENT THAT THE ADDRESS SHOULD CHANGE.

MISSOURI RESIDENTS – PLEASE READ THE FOLLOWING:

Missouri law requires that you be specifically advised that this Disclosure and Consent applies to Renewal Offers under Missouri Statutes §379.118

No further state-specific notices are provided herein.

Consent. By selecting the Paperless option, you affirmatively consent and agree to allow us to provide electronic communications to you as described herein, and express your intent to electronically sign this Disclosure and Consent, including any State Specific Notices applicable to your state. You agree that you have the authority and ability to receive electronic communications on behalf of all insureds under your policy. You also agree that electronic signatures may be used in your dealings with us, that you possess or have regular access to one or more devices which satisfy the hardware and software requirements specified above and that you have provided us with a current and valid email address to which we may send electronic communications to you.

By consenting to receive communications electronically and use electronic signatures, you agree that it is your responsibility to access, open and read all communications and documents that we send to you electronically. Electronic communications and transactions are legally binding in the same manner as paper communications or transactions.