



## STATE AUTO INSURANCE COMPANIES

### ELECTRONIC COMMUNICATION POLICIES AND PROCEDURES

Effective: August 1, 2013

#### **A. Purpose and Scope of Policy**

1. This Electronic Communication Policy and Procedures ("Policy") is incorporated by reference into the State Auto Insurance Companies Agency Agreement ("Agreement") between the Agent and the Company (as each term is respectively defined in the Agreement).
2. For the purposes of this Policy, Electronic Communication is defined as the ability of the Company and the Agent to electronically send to and receive from each other, insurance policy information and other business information such as underwriting information, management reports, data files, rating and claims information, general business related communications regarding the Company, and any information which by virtue of its nature a reasonable party would understand to be confidential (collectively "Data"). Electronic Communication also includes, within its scope, both the maintenance and storage of Data. Electronic Communication can occur over a Company approved, specified or provided communications network, or via the Internet, Internet portals, third party websites, third party rating/bridging tools, or through any other such channels that are approved by the Company (collectively "Communication Vehicles"). The purpose of this Policy is to set forth the rights and duties of the Agent and the Company with regard to Electronic Communication between the Agent and the Company.
3. This Policy replaces any previous such Policy with an effective date prior to the effective date indicated above.

#### **B. Confidentiality Requirements as to Data and Proprietary Information**

1. The Agent understands and agrees that all Data is confidential and proprietary. The Agent agrees to use information security industry best practices and any specific measures prescribed by the Company from time to time to protect the confidentiality of all Data. The Agent agrees it is responsible for compliance with all applicable laws related to the protection and privacy of the Data to which it has access.
2. The databases, applications, Communication Vehicles, screen formats, screen designs, report formats, their respective content, and other information furnished to the Agent by the Company as part of the Electronic Communication services hereunder ("Proprietary Information") constitute copyrighted, trade secret and are proprietary and of substantial value to the Company. The Agent shall treat all Proprietary Information with strict confidentiality and shall not divulge any Proprietary Information to any person or organization except as expressly permitted hereunder.
3. Proprietary Information is furnished "as is" and "with all faults." The risk as to the results and performance of the Electronic Communication is assumed by the Agent. Company disclaims all warranties, either express or implied, including, but not limited to the implied warranties of

merchantability, title and non-infringement of intellectual property, and fitness for a particular purpose with respect to any Proprietary Information that the Company provides or makes available that facilitates the Electronic Communication services.

4. The Agent will honor all reasonable requests by the Company to protect, at the Company's expense, the rights of the Company in Proprietary Information at common law, under federal copyright statute and under other federal, state and local laws.

### **C. General Responsibilities of Company**

1. The Company will maintain the equipment, software, Communication Vehicles, communications and methodology support that it provides or makes available directly to the Agent; however, the Company will not be responsible for maintaining any equipment, software, Communication Vehicles, communications and methodology support or software, including any technology referenced in subsection D.1. of this Policy, which is not under the direct control of the Company and which the Agent provides or makes use of in order to fulfill its duties under the Agreement. This shall not be construed to limit the Agent's duty to maintain all equipment provided by the Agent, nor does it create any responsibility or liability by Company for equipment, software and services that the Agent may use that are not directly provided by Company or other Communication Vehicles.
2. The Company will provide training for the Agent, and its authorized employees or agents (collectively "Employees"), to utilize services contemplated herein and delivered by the Company.
3. The Company will provide the Agent with required access codes, identification information, and initial user IDs and passwords to utilize services contemplated herein that are delivered through the Company.

### **D. General Responsibilities of Agent with regard to Electronic Communication**

1. The Agent will provide and maintain at its own cost and expense any and all other technology not provided by the Company that is required to enable the Agent to use the Electronic Communications services described herein, including, but not limited to, an agency management system, operating and application software systems, computer, Internet access, Internet web browser, antivirus software, firewalls, and any other hardware or software that may be necessary.
2. The Agent will be responsible for obtaining, at its expense, such training as is required to enable it to efficiently use the equipment and software described in subsection D.1., except that described in C.2.
3. The Agent agrees to return to the Company any Company-provided equipment and supplies within thirty (30) days of termination of the Agreement or immediately upon request of the Company.
4. The Agent agrees to maintain a file for each policy processed, which file shall contain the required signature documents, photos, value guides, or any other documents that may be required by the Company, and the Agent agrees to maintain such file for seven years from the date that such policy is cancelled or terminated, or for such other length of time that may be required by applicable laws or regulations, or stated in guidelines published by the Company, whichever is longer. Except as otherwise specifically noted by the Company, the Agent may maintain such file on any Agent, Company, or ACORD form, in any document format capable of producing a hard copy of the same upon request. The Agent may request the Company for reasonable expense reimbursement in producing such records. The Agent understands and agrees that it is the custodian of all original policyholder records and documents for the Company. Therefore, the Agent agrees to provide the Company access to these records at any reasonable time and to maintain these records in a safe and secure manner for the Company.

5. The Agent agrees to create, implement and regularly test an appropriate backup strategy to protect its data, system files and all other software used in conjunction with Electronic Communication described herein.
6. The Agent will immediately report to the Company upon the Agent's suspicion or knowledge of any unauthorized access of the Agent's computer network, Data or Communication Vehicles.
7. The Agent agrees to accept liability, and fully indemnify the Company, for any and all losses, costs, damages and expenses whatsoever related to a breach of Data, while under the control of the Agent or its Employees, including, but not limited to: (a) reasonable costs of providing notice to affected individuals as required by applicable law, (b) reasonable costs of providing notice to governmental bodies or credit bureaus as required by applicable law, (c) reasonable costs of complying with an investigation directed by or authorized by a governmental body, and (d) non-appealable fines and penalties assessed by governmental bodies.
8. The Agent agrees to be fully responsible for, and will fully indemnify and hold harmless the Company for, without any limitation whatsoever, any and all liabilities, claims, losses and/or damages of any kind or type whatsoever arising out of and/or otherwise related to the Agent's, or to the Agent's Employees', intentionally wrongful actions, willful misconduct or gross negligence.
9. The Agent agrees to promptly comply with all requests by the Company to audit the Agent's computer network and the Agent's Employees with the ability to access any Company-Designated Communication Vehicles as defined herein.
10. The Agent agrees, for itself and its Employees, that it is prohibited from obtaining unauthorized access to any programs, Data or other information to which the Agent is not entitled, and if such access is obtained, to respect and safeguard the same as confidential and immediately notify the Company and cease accessing such information.
11. The Agent agrees, for itself and its Employees, that it is prohibited from causing or allowing information transmitted from the Company to the Agent through Communication Vehicles to be transmitted or used for any purpose other than the Agent's own use as contemplated in the Agreement.

**E. Administrative Requirements for Access to Company-Designated Communication Vehicles**

1. The Company and Agent understand and agree that the Company has designated certain Communication Vehicles for Data to be shared between the Company and the Agent, including certain specific Internet websites ("Company-Designated Communication Vehicles").
2. The Company requires that only the Agent's Employees who have a need to access Data within the Company will access such Data and such access will be limited only to that Data required by such person to perform his or her job responsibilities for the Agent.
3. The Agent is required to designate who will act as the person(s) solely responsible for administering the Agent's access (the "Administrator") to the Company for Electronic Communications through any Company-Designated Communication Vehicles. The Agent will inform the Company of the identity of the Administrator(s) following such designation by the Agent, including any changes to who is designated as an Administrator, on the first business day following when such designation or change is made.
4. The Administrator(s) will be responsible for establishing and maintaining user ID's and passwords (collectively "Passwords") for each individual Employee, and will be responsible for limiting access to Company-Designated Communication Vehicles only to those Employees who have a business need for such access. Further, the Administrator(s) will determine the nature and extent of access required

for each Employee, limiting such access to those functions and areas of the Company-Designated Communication Vehicles that are within the scope of such person's employment by the Agent.

5. The Agent agrees that the Administrator will keep all Passwords confidential, including limiting knowledge of the same to the individual to whom a Password has been assigned.
6. No Agent Employees shall share Passwords and the Agent shall communicate to all Employees about the necessity of keeping Passwords confidential.
7. Both the Administrator(s) and the Company may initiate changes to Passwords, but at all times the Agent must comply with any information security measures prescribed by the Company.
8. The Agent agrees that the Administrator will remove, delete or eliminate access to Company-Designated Communication Vehicles of Employees whose employment by the Agent is discontinued or in any other way no longer requires such access to fulfill their job duties, by the first business day following such discontinuation. If the Administrator's employment by the Agent is discontinued, the Agent will inform the Company per subsection E.3. of this Policy.
9. The Agent will be responsible for any acts by its Employees who have or had access to Company-Designated Communication Vehicles which violate the ownership rights of the Agent in its expirations or any other property of the Agent. The Agent bears the entire impact of loss for any failure to immediately block access to Company-Designated Communication Vehicles by any of the Agent's Employees whose employment is discontinued or for any reason where such blocked access might be merited.

#### **F. Termination and Suspension**

1. This Policy may be terminated at any time by the Company, but in any event it shall terminate concurrently with the termination of the Agreement.
2. A breach by the Agent of any provision of this Policy may be grounds for suspension or termination of the Agreement.
3. If pursuant to the terms of the Agreement, the Agent is suspended by the Company, the Company reserves the right to restrict or terminate Electronic Communication services included in this Policy.
4. The following provisions with survive the termination of this Policy: subsections: B.1, B.2., B.3., B.4., D.3, D.4, D.6., D.7, D.8, D.10, D.11, and E.9.