Sagicor Drive General Terms & Conditions

1. General

Please read this Agreement carefully before downloading, registering for, accessing, or using the Sagicor Drive App (the "App"). This Agreement applies when the Customer accesses or uses Digital Services as hereinafter defined. It does not replace any other agreement that the Customer may now or hereafter have with Sagicor General Insurance Inc. or Sagicor General Insurance Trinidad and Tobago Limited for any other product or service, which other agreement will continue to apply. Where such other agreement conflicts with this Agreement, this Agreement will prevail only to the extent of such conflict as it relates to the Digital Services provided by the App.

The Parties to this Agreement are Sagicor General Insurance Inc. or Sagicor General Insurance Trinidad and Tobago Limited as applicable (hereinafter also referred to as “Sagicor General”, “Us”, “We”, “Our” or “Ours”) and the Customer (hereinafter also referred to as “You” or “Your”) as defined in this Agreement.

Your access to and use of the App is conditional on Your acknowledgment and acceptance of and compliance with these Terms and Conditions.

By accessing or using the App, You agree to be bound by the terms and conditions of use as outlined below. If You do not agree with these Terms and Conditions or any part of them, You may not access the App.

2. Definitions

“Account” means an insurance policy or financial account held with Sagicor General.

“Agreement” means this agreement and includes any preamble, recitals, annexures, schedules, exhibits attached to it, and any amendments made from time to time in accordance with its provisions.

“App” means Sagicor Drive software that can be downloaded onto a Device to access the Digital Services.

“Customer” means a person who maintains an Account or wishes to do business with Sagicor General and who uses the Digital Services to access Account or other information maintained by or relating to Sagicor General.

“Device” means a personal computer, telephone, cell phone, smartphone, mobile device, wireless device, tablet device or any other electronic device that a Customer of Sagicor General may use to access Digital Services.

“Digital Services” includes online and mobile application services that Sagicor General may make available to its Customers via the App.

“Parties” means Sagicor General and the Customer (in the absence of a specific provision to the contrary).

“Challenge ID” means the unique identifier, username, code, or other reference assigned to or selected by You in connection with App challenges, competitions, leaderboards, rewards, or similar App-related activities.

“Usage Data” means information generated through Your use of the App, including App interaction data, device information, trip data, telematics data, location data, crash reports, analytics data, and other technical or usage-related information collected through or in connection with the App.

3. Modification of Agreement

We may modify this Agreement at any time for any reason by posting a new version in this App and on Our website at www.sagicor.com. While these changes will not affect rights and obligations that arose prior to such changes, Your continued use of the App following the posting of modified terms will be subject to the modified terms in effect at the time of use.

At login, You will be alerted to any changes made to the existing Agreement and Your access to and use of the App will be conditional on Your acknowledgment and acceptance of and compliance with such changes.

By accessing or using the App, You agree to be bound by the amended Agreement. If You disagree with any of the changes, You may not access the App.

4. Content

"Content" includes, but is not limited to, all text, graphs, graphics, sound, music, video clips and images that appear on the App, the design, selection and arrangement thereof, all source code, the look and feel of the application itself, and any other material published on the App.

Subject to Your strict compliance with this Agreement, Your permission to use the App is personal, non-transferable and non-exclusive. Your permission is limited to viewing, printing, or temporarily downloading Content from the App solely for Your personal use.

You may not copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit, disseminate in any form whatsoever, or otherwise use the Content without Our express written permission.

Your permission to use the App may be terminated in accordance with Clause 14 of this Agreement.

5. Registration

You may access the App by creating an account in Sagicor Go and registering Your policy. You agree to be responsible for maintaining the confidentiality of Your passwords or other online account identifiers and for all activities that occur under Your online account.

The App offers several features including safety badges, safety reward points, trip history, driving scores and statistics, discount earned, path sharing, the ability to add friends, a leaderboard, and challenges.

Your Challenge ID is unique to You and will be used to announce monthly challenge winners. You may also upload a profile photo, provided it complies with company policy.

The App also includes smartphone telematics functionality. Driving risk detection and related features cannot be enabled or disabled by You. These features automatically detect motion, record trips, and analyze risks associated with driving behaviour.

The purpose of these features is to provide actionable feedback to help reduce driving risks and improve safety.

With the necessary permissions enabled, the App may collect location data both in the foreground (when the App is open) and in the background (when the App is not open). Data collected may be used to analyze speeding, braking, acceleration, turning, phone usage, and other driving behaviours.

Drivers may be eligible for renewal premium discounts, reward points, and monthly prizes. The information collected may also be used to determine prize winners.

The App is rewards and incentive based, and We may offer additional incentives or discounts based on Your driving data.

The App will use App data, telematics data, Usage Data, location data, and Challenge ID information to administer, validate, monitor, assess and determine eligibility for rewards, challenges, rankings, and related features.

You grant Us permission to automatically and continually access, collect, process and use this information for these purposes.

By using the App, You grant Us permission to publish or display Your Challenge ID for announcing winners, rankings, rewards, or challenge outcomes, including within the App, on Our website, on social media channels, or through other Company-approved communication channels.

We will not publish Your full policy details or sensitive personal information.

We may require You to install updates, grant permissions, or take other reasonable steps necessary for the App to function properly. Certain features may not operate correctly if the App is not updated or required permissions are not enabled.

6. Instructions

The term "instructions" or "Your instructions" refers to instructions received from You via telephone, email, or through the App.

Email instructions will only be accepted from the email address currently on record.

You authorize Us to accept instructions from You relating to the provision of account and transaction information. We reserve the right to request verbal or written confirmation before acting on instructions.

If You use email to instruct Us, You acknowledge that We may respond via email, including with confidential information where requested.

You are responsible for ensuring that all instructions and information provided are accurate and complete.

All communications and instructions received from You will be considered valid and authentic. Our records shall be conclusive evidence of Your instructions.

We shall not be liable for any loss or damage arising from inaccurate or incomplete instructions.

We reserve the right not to act upon instructions that We do not understand and may refuse or reverse actions taken in response to instructions at Our sole discretion.

7. Disclaimer / Liability

You acknowledge and agree that the App and all associated Content are provided on an "as is" and "as available" basis.

Your use of and reliance upon the App is entirely at Your own risk.

We disclaim all representations, warranties and guarantees, whether express or implied, including any warranty:

- that the Digital Services will meet Your requirements or expectations;
- that the Digital Services will be uninterrupted, accurate, timely or reliable; or
- as to the quality or fitness for purpose of any service, product, information or material accessed through the App.

8. Risks Associated with the Use of E-mail and Cellular Phones

You acknowledge that We do not guarantee that the App will be compatible with Your Device or any hardware, software, equipment or application connected to it.

Compatibility issues may affect performance, cause failures, or result in permanent damage to Your Device.

We shall not be liable for any loss resulting from compatibility or operability issues associated with the App.

You also acknowledge the inherent security risks associated with email and cellular communication, including:

- interception, modification or deletion of communications by third parties;
- lost, delayed or undelivered messages; and
- the spread of computer viruses that may damage systems or data.

We strongly advise against sharing Your internet access, personal information, or passwords. If You choose to do so, You assume full responsibility for all associated risks.

9. Intellectual Property

You acknowledge that all copyrights, trademarks, design rights, patents, and other intellectual property rights in and relating to the App and its Content belong to Us.

Nothing in this Agreement grants You any right or licence to use any trademark, copyright, patent, or other intellectual property owned or controlled by Us or by third parties.

No use of App Content other than that expressly permitted under this Agreement is allowed without written permission.

The App may not be copied, reproduced, distributed, or transmitted in any medium without Our written consent.

You agree not to modify any printed or downloaded material or use illustrations, photographs, graphics, video, or audio separately from their accompanying text.

10. Access to the App

The App is made available free of charge.

The App may contain features enabling interaction with other users, including adding friends and participating in challenges.

Any such interactions must not:

- infringe intellectual property or other rights;
- breach applicable laws or regulations;
- breach this Agreement;
- be fraudulent or misleading; or
- be inappropriate, offensive or misleading.

We may remove content or deactivate accounts at Our sole discretion.

You remain responsible for all material transmitted through Your account.

You are solely responsible for obtaining and maintaining the equipment and connectivity required to access the App.

If the App is accessed outside of a Wi-Fi connection, charges from Your mobile network or internet provider may apply. You are responsible for any such charges.

You should never interact with the App or any other mobile application while driving.

We shall not be liable for any harm or damages arising from Your interaction with the App while driving.

11. Indemnification

You agree to indemnify and hold Us harmless against all liabilities, obligations, losses, damages, costs, expenses, claims, penalties, proceedings, actions, judgments, interest, fines, settlements, and reasonable legal fees arising from or connected with Our acting or failing to act upon Your instructions, communications, or requests.

12. Third Party Content and Links Provided in the App

Links to third-party websites, applications or resources are provided for convenience and information only.

We do not control and are not responsible for the content, products, services or materials provided through third-party websites.

Any purchases or agreements entered into through third-party websites are solely between You and the third party concerned.

We accept no responsibility for such arrangements.

13. Confidential Information

We endeavour to keep Your information confidential and will not disclose confidential information except:

- as permitted by this Agreement; or
- where required by law or court order.

Confidential information does not include information that:

- was already lawfully known to the recipient;
- is lawfully obtained from a third party;
- becomes publicly available without breach of this Agreement; or
- is released without restriction.

14. Termination

You may terminate Your online account by submitting a termination request through the App.

We may terminate or suspend access to the App immediately and without prior notice for any reason, including breach of this Agreement.

Termination may include:

- removal of access to some or all App services; and
- deletion of passwords, files, account information and related content.

15. Available Only Where Permitted by Law

Services featured in the App are available only in jurisdictions where Sagicor General is legally authorised to provide them.

No service is offered where its provision would be unlawful.

Services remain subject to the terms, conditions and limitations of the governing insurance policy or applicable contract.

16. Severability

Each provision of this Agreement is separate and independent.

If any provision is found to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and