

'Bodycam Usage Declaration'

By signing this declaration, you agree with the following statements:

1. all "Agents" are equipped with a functioning body camera with the ability to capture video and audio footage and recording data which is active and recording continuously during every "Repossession Event";
2. if you contract with a third-party vendor to equip all "Agents" with forward-looking body camera equipment, prior written approval was obtained from us. In the event you change vendors, you shall notify us immediately, and the approval must be approved in writing by us prior to the change becoming effective;
3. no "Agent" has/will remove, turn off, or restrict the view or performance of the body camera equipment for any reason during a "Repossession Event". It is your responsibility to ensure that all body camera equipment is used, tested, calibrated and working in the manner and purpose it was designed;
4. no body camera has been/will be disabled, tampered with, or altered in any manner. In the event of technical failure or malfunction of a body camera, the "Agent" must immediately report the issue to you, and alternative arrangements must be made to ensure compliance with this declaration;
5. all body camera use takes place in locations where the public has no reasonable expectation of privacy under the law (e.g., in open areas, on streets, or the exteriors of homes or businesses), and that recording within private premises is done solely in connection with the "Repossession Event" and within legal bounds;
6. you make reasonable efforts to notify individuals being recorded that body cameras are in use during "Repossession Events", unless doing so would pose an imminent threat to the safety of the "Agent" or others. In jurisdictions where specific consent is required for video or audio recording, you comply with applicable laws and regulations governing such recordings;
7. you implement privacy protection protocols to minimize any unnecessary collection of personally identifiable information, including limiting the scope of recording to only that which is necessary in connection with the "Repossession Event" and process;
8. you have/will not edit, attempt to edit, 'doctor', redact or otherwise alter or interfere with any video or audio footage or recording data;
9. all footage recorded via body cameras is securely stored and retained for a minimum period of no less than five (5) years from the date of recording, unless otherwise required by law or regulatory authority. You must ensure that any footage can be retrieved and produced upon our request within this time period;
10. in the event of any incident, dispute, claim and/or suit, you will make all relevant recordings and video footage available to us without delay as part of the claims investigation process.

You further agree to permit the body camera vendor, if any, to work directly with us to obtain video and audio footage and recording data; and

11. you implement appropriate policies and training to ensure that all "Agents" are aware of and comply with the body camera usage requirements laid out herein.

If you are found non-compliant with any of the declarations made herein, regardless of fault, intention or negligence, we may reject any claim related to that specific "Repossession Event" or reduce the amount payable.

For the purpose of this Declaration, the following definitions apply:

"Agent" means any employee, as defined in the Policy, representative or subcontractor of the insured.

"Repossession Event" means the activities associated with a repossession, commencing from the moment the "Agent" approaches or makes contact with the vehicle subject to repossession until the repossession has been fully completed, and the vehicle is either secured or removed from the premises. Any interactions, contact and/or discussions with the debtor and any individuals present during each and every repossession are also included.

****Named Insured****

X_____

Name:

Title:

Date: