

DRIVER INSURANCE ABSTRACT SERVICE

PRODUCT DESCRIPTION

1. THE DIA SERVICE

The Driver Insurance Abstract Service (DIAS) provides the ability to search for insurance abstracts for drivers. The users of this service are typically insurance agents or brokers who want to retrieve a profile of a specific driver. The information returned includes driver and license information along with driving conviction, suspension and accident information.

2. DIA BUSINESS FUNCTIONS

The DIAS provides access to the driver insurance abstract information via the Internet with a standard web browser (i.e. Internet Browser).

The DIAS browser interface allows a registered ACOL* user to log in, enter search criteria and view the results, real-time. The specific DIAS functions include:

- Authentication – Users of the DIAS use their Internet browser to access the login screen, where they are prompted for their unique ACOL user ID and password. A user must have a previously established account with ACOL.
- Search – Once a user has been authenticated as a valid user and has selected the DIAS, (s)he will be presented with a search screen. The search fields are Driver License Number, Date of Birth, and Province. Exact and complete data must be entered in these fields and match the criteria to produce a result.
- Results – A single match returned by the DIAS database is displayed to the user. This includes driver and license information along with conviction, suspension and accident information.
- Logout – At any point a user may end their login session. If a session is not active for a configurable duration, it will be logged off.
- Error Conditions – Internet user requests are validated ensuring required submission criteria are met, or the search web page will be redisplayed with the error so the user may fix the error and resubmit the search request

The DIAS provides the following administrative functions to users, via the Internet Browser:

- Change Password – A function that allows a user to change the current password assigned to a specific user ID to a value they choose.
- Electronic Cheque – An ability to generate and authorize an electronic payment to ACOL in order to replenish the Client's positive balance account.
- User Information – An ability to maintain identifying information about a user that a specific user ID is assigned.
- Account Statement – A means of reporting summary records of transactions performed by a specific Client. The reports available are the "Daily Transactions by Client", and "Business Function by Client".
- Account Information – A means of maintaining financial account information, such as, warning account balance (the level that would trigger an electronic funds transfer).

* ACOL and Atlantic Canada On-Line are registered official marks of the Provinces of New Brunswick, Newfoundland and Labrador, Nova Scotia and Prince Edward Island.

- It is recommended that specific individual(s) be identified as a DIAS Administrative User within the Client organization to manage the above administrative functions.

3. EQUIPMENT REQUIREMENTS

You can access DIAS from your home or business using a supported Internet browser such as the most current versions of Mozilla Firefox, Google Chrome or Microsoft Internet Explorer.

4. DOCUMENTATION

Documentation and instructions on the use of the DIAS is provided through the on-line help facility of the system as well as this document.

5. HOURS OF OPERATION AND THE CLIENT SUPPORT CENTRE

System availability will extend from 8:00 a.m. to 9:00 p.m. Monday to Saturday. Client Support is provided by Unisys through the ACOL Client Support Centre (CSC), which can be contacted by calling 1-855-324-ACOL (2265). This support is available 7:30 a.m. to 9:00 p.m. Monday to Friday. All times are Atlantic Standard Time. Hours of operation will be governed by Province-recognized holiday closures. The CSC is unavailable during statutory holidays. Hours of available service and support are subject to change upon notice to Client. Client should check with the CSC if in doubt about hours of available service or support.

6. FEES

The Client shall pay the fee of \$25.00 upon a "proper system response" to a request for DIA information resulting in the retrieval of the requested information. No fee shall be charged for a request resulting in a "no information found" response or as a consequence of any system error that results in an incomplete response or failure to respond.

7. RESTRICTED USE AND CONFIDENTIALITY

The Driver Insurance Abstract Database contains information of a personal and confidential nature protected by law and such information may be used by those using the DIAS only with the consent of the applicable insured and for the business purpose for which it was obtained. It shall not be otherwise collected, distributed, disclosed, or used for any other purpose.

If the Client is acting as an agent and is passing the DIA information to other third-party insurers or sureties involved in the processing of a given insurance transaction, the Client shall ensure that those parties are also following these restricted use and confidentiality provisions. The Registrar of Motor Vehicles for the Province may request proof satisfactory that the Client is an agent for a third-party insurer or surety and that sufficient measures have been taken by the Client to ensure compliance with these restricted use and confidentiality provisions.

8. LIMITATION, INDEMNITY AND DISCLOSURE

- 8.1. Should the DIAS not operate in all material respects substantially in conformance with its Product Description, the Province shall use reasonable efforts to effect the necessary corrective action.

- 8.2. The Province does not warrant that the DIAS shall function without failure, error or interruption. If any attempted use of the DIAS fails through a fault of the Province, the Province shall rebate to the Client the fees, if any, paid by the Client to the Province associated with the failed use of the DIAS.
- 8.3. The Province makes no warranties with respect to the DIAS or any information contained therein, the Product Description or any other information provided to the Client. Any other products and services provided by the Province under the Terms and Conditions are provided on an "as is" basis, without any other warranties, conditions of accuracy, completeness, currency, merchantable quality, fitness for a particular purpose, or those arising by law or by statute, or by usage of trade or course of dealing. The Client assumes the entire risk as to the results and performance of the DIAS and any products and services provided by the Province under these Agreements. The Province shall not have any liability to the Client or any other person or entity for any claims, actions, loss or damage including, without limitation, loss of revenue, profit or savings, lost or damaged data, or other commercial or economic loss, or any indirect or incidental, special or consequential damages whatsoever, even if the Province has been advised of the possibility of such damages.
- 8.4. The maximum aggregate liability of the Province to the Client for any claim whatsoever related to the DIAS or to any services provided by the Province under these Agreements shall not exceed the fees paid to the Province by the Client for use of the DIAS on the day in which the cause of such claim occurred. This provision shall apply whether or not the liability results from a claim in tort including negligence or negligent misrepresentation or from a breach of a fundamental term or condition or a fundamental breach.

9. GLOSSARY OF TERMS AND CONDITIONS

- 9.1. "Province" means Her Majesty the Queen in right of the Province of New Brunswick as represented by Service New Brunswick.
- 9.2. "DIAS" means the Driver Insurance Abstract Service.
- 9.3. "DIAS Administrative User" means the person designated by the Client as the DIAS administrator for the DIAS access privileges on the Client's account.