



**TO: All Insurance Customers**  
**FROM: Customer Service**  
**DATE: December 2009**  
**SUBJECT: MVR Authorization Forms**

**In accordance with the laws and/or contracts in the following states, you are required to complete the attached Motor Vehicle Report (MVR) authorization forms for these states:**

- Colorado
- Delaware
- Georgia
- Maryland
- Ohio
- Washington

**These forms should be signed and returned to the address or fax number shown below as soon as possible to ensure that you are given access to MVR service in these states.**

The following information will assist you in this process.

**GENERAL INFORMATION:**

- All forms must be completed as directed. Colorado, Delaware, Georgia, Maryland, Ohio, and Washington **require** that these forms be completed in order to obtain an MVR. Because you have the ability via your LexisNexis application to order MVRs for these states, you must complete the forms even if you do not traditionally order MVRs for these states.
- **Insurance Customers: Please provide your company Node ID(s) with the forms.**
- Only a person who is authorized to execute contracts for your company should complete and sign these forms.
- Mail the completed, signed forms to:

LexisNexis Risk Solutions Inc.  
ATTN: MVR Compliance Unit  
P. O. Box 105179  
Mail Drop 91-F  
Atlanta, GA 30348-5179

OR  
Fax to 678.694.3934

## STATE SPECIFIC INFORMATION:

### Colorado

#### **Requestor Release and Affidavit of Intended Use**

- **Note:** You are not required to complete the Driver Information/Vehicle Information fields.
- Mark the appropriate box indicating the purpose for which you are ordering Colorado MVRs. Insurance customers should mark the 5<sup>th</sup> box (By an insurer or ....).
- Sign by the “**X**”, fill in your date of birth, and date the form in the fields provided.
- Print your name in the field provided.
- Fill in your company’s name and address in the appropriate fields.

#### **Agreement for Drivers License Report Processing**

- 1<sup>st</sup> paragraph: Enter the name and address of your company or agency in the **Requestor** fields.
- Paragraph 20: In the **For the Requestor** fields, enter the name and address of your company or agency, and the name and telephone number of the primary contact for your company or agency.
- In the **ACCEPTED AND AGREED TO** fields, enter the company or agency name, the primary contact should sign and print name, enter title and date in the appropriate fields.

### Delaware

- Fill in your company’s name in the three **Company Name** fields.
- Fill in your company’s name and address in the **Subscriber** field.
- Sign by the “**X**” and date the form in the fields provided.

### Georgia

#### **Page 1 of the form:**

- Fill in your company’s name in the “User Name” field.
- Fill in business address, city, state and zip code in the fields provided.
- Fill in telephone number, fax number and email address in the fields provided.

#### **Page 2 of the form:**

- Enter the date and sign your name by the “**X**.”
- Fill in your title and print your name on the appropriate lines.

### Maryland

- Fill in your agency/company name on the first blank line provided in the first paragraph.
- Fill in the day, month and year on the appropriate lines in the first paragraph.
- Fill in your agency/company name on **ALL** blank lines in paragraphs #1, 3, 4, 5, 6 and 7.
- Please sign by the “**X**” under “Purchaser,” **in the presence of a witness**, and date the form on the line provided under your signature. **Note:** Signatures for Maryland Dept of Transportation are shown on the form – do not alter these signatures.
- The witness should then sign by the “**X**” under “Witness” and date the form on the line provided.

### **Ohio**

- Fill in the following blocks in **Part A**: Name, address, city, state, zip code, company, Social Security No. or Federal Tax ID No., and telephone number.
- Sign by the “X” and fill in the date in **Part A**.
- LexisNexis customers are **not required** to fill out **Part B**.
- **Insurance** customers: **Page 2** is already completed for you (see item #10 on Page 2).

### **Washington**

- **Note**: There is a form for **insurance** purposes and a form for **life insurance** purposes. Please complete the appropriate form for your company.
- Fill in your LexisNexis Account No. in the blank provided in the upper right corner.
- Fill in all blanks in **Subscriber** field completely.
- Sign by the “X” and date the form in the fields provided.

**If you require additional assistance, please contact:**

LexisNexis Risk Solutions Inc.  
P. O. Box 105179  
Atlanta, GA 30348-5179  
ATTN: MVR Compliance Unit  
Phone: 1.800.456.6432 (options: 3,3,3)

**COLORADO**

**ATTACHMENT A**

**REQUESTOR RELEASE AND AFFIDAVIT OF INTENDED USE**

|                              |  |
|------------------------------|--|
| <b>DRIVER INFORMATION</b>    |  |
| <b>DRIVER NAME</b>           |  |
| <b>DRIVER LICENSE NUMBER</b> | <b>DATE OF BIRTH</b>                       |
| <b>VEHICLE INFORMATION</b>   |  |
| <b>OWNER NAME</b>            |  |
| <b>LICENSE PLATE NUMBER</b>  | <b>VEHICLE IDENTIFICATION NUMBER (VIN)</b> |

To obtain record(s), you must declare your intended use of record(s). If you are acting as an agent for an authorized user, you must identify the company or entity on whose behalf you are requesting the record(s).

|  |
|--|
| <b>INFORMATION MAY BE USED ONLY FOR THE FOLLOWING APPROVED PURPOSES:</b>   |
| <ul style="list-style-type: none"> <li><input type="checkbox"/> By an agency charged with driver/motor vehicle safety or theft including: MV product alterations, recalls, advisories, MV performance monitoring, MV parts/dealers, MV market research or surveys, removal of non-owner records from original records of MV manufacturers.</li> <li><input type="checkbox"/> By a business that will use the information to verify the accuracy of information submitted by individuals for the purposes of preventing fraud, pursuing legal remedies against or recovering a debt or security interest.</li> <li><input type="checkbox"/> In connection with a civil, criminal, administrative or arbitral proceeding in any court or before a self-regulatory body, including process service, investigation, execution of judgment, or pursuant to a court order.</li> <li><input type="checkbox"/> In research activities (the information may not be published, redisclosed, or used to contact the parties).</li> <li><input type="checkbox"/> By an insurer or insurance support agency in connection with claims, investigations, anti-fraud activities, rating or underwriting.</li> <li><input type="checkbox"/> To provide notice to owners of towed or impounded vehicles.</li> <li><input type="checkbox"/> By an employer/agent or insurer of a Commercial Driver License Holder.</li> <li><input type="checkbox"/> In the operation of private toll facilities.</li> <li><input type="checkbox"/> Attached is a written consent of the person whose record is being requested.</li> </ul> |

**Under penalty of perjury, I attest that I shall not obtain, resell, transfer, or use the information in any manner prohibited by law. I understand that motor vehicle or driver records that are obtained, resold, or transferred for purposes prohibited by law may subject me to civil penalties under federal and state law.**

|                                    |                          |             |
|------------------------------------|--------------------------|-------------|
| <b>SIGNATURE</b><br><b>X</b>       | <b>DATE OF BIRTH</b>     | <b>DATE</b> |
| <b>PRINTED NAME</b>                |                          |             |
| <b>NAME OF COMPANY REPRESENTED</b> | <b>REQUESTOR ADDRESS</b> |             |

## Agreement for Drivers License Record Processing

This Agreement for Drivers License Record Processing (“Agreement”) is between **LexisNexis Risk Solutions Inc.**, a Georgia Corporation, with a principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 (“Bulk Vendor”) and \_\_\_\_\_ (“Requestor”).

### I. DEFINITIONS

As used in this Agreement, the following words and phrases have the following meanings:

**Affidavit of Intended Use:** A document indicating the Requestor’s intended use of the Colorado Department of Revenue, Division of Motor Vehicles’ (“DMV”) Records. See Attachment A attached hereto. An Affidavit of Intended Use states that the Requestor shall not obtain, use, resell, or transfer the information for any purpose prohibited by law (per C.R.S. 24-72-204 and C.R.S. 42-1-206) or by this Agreement.

**Agreement Effective Date:** The date when the last signature needed to make this Agreement effective is affixed hereto.

**CI:** Colorado Interactive

**C.R.S.:** Colorado Revised Statutes

**Disclosure or Disclosed:** The sale, giving away without compensation, or other transfer or revelation of the information or data contained in a Drivers License Record or DLR.

**DPPA or Driver’s Privacy Protection Act:** Means both the Federal “Driver’s Privacy Protection Act of 1994, 18 U.S.C. sec. 2721, *et seq.* and part 2 of article 72 of title 24, C.R.S. Where the two acts are inconsistent, the provisions of C.R.S. shall prevail unless the Federal provisions expressly preempt state statutes.

**Drivers License Records or DLR:** Records containing information identified in 42-1-206(3.7)(a), C.R.S.

**Personal Information:** As defined in the “DPPA,” as adopted in Colorado statutes, 24-72-204, C.R.S., as amended from time to time.

**Record:** Means a public record, a Record Containing Personal Information, or a Record Without Personal Information, or one or more of them, as the context requires.

**Record Containing Personal Information or RCPI:** Those DLRs in which any data field of Personal Information has not been removed, thus revealing it to a Requestor upon Disclosure.

**Record Without Personal Information or RWPI:** Those DLRs from which the Personal Information has been removed so that it is not accessible from such Record by the Requestor upon Disclosure.

**Single Use:** Describes a policy used by DMV to assist in the effective administration of the DPPA, under which use of an RCPI is restricted to use one time, for a legitimate purpose by Requestor, and then the RCPI is destroyed and the Personal Information is not retained except as integrated into the intended use indicated by the Affidavit of Intended Use. Under Single Use, Requestor cannot give, sell, or loan an RCPI that Requestor has obtained or the Personal Information it contains to any other person or entity for any purpose whatsoever.

### II. TREATMENT BY REQUESTOR OF RCPI’S

1. Requestor agrees that RCPIs are subject to regulation by the State regarding dissemination or disclosure to Requestors.
2. DLRs provided by Bulk Vendor will only be used by Requestor in accordance with the restrictions imposed by DMV and Bulk Vendor if such DLRs contain Personal Information.

3. Requestor shall complete and furnish to Bulk Vendor as often as needed or requested by Bulk Vendor an Affidavit of Intended Use form. "Affidavit of Intended Use" has the meaning ascribed to it in 42-1-206, C.R.S., as amended from time to time. See Attachment A attached hereto.
4. The Requestor acknowledges that it will come into contact with confidential information, known as Personal Information, contained in the DLRs of DMV. The Requestor shall provide and maintain a secure environment to safeguard Personal Information. The confidentiality of all Personal Information will be respected and no Personal Information shall be distributed or sold to any third party nor used by the Requestor in any way except as authorized by this Agreement.
5. The DMV policy of "Single Use" applies to the DLRs containing Personal Information. For purposes of the Single Use policy, the single use is the use by each Requestor in accordance with the indicated intended use on the Affidavit of Intended Use. Requestor agrees to destroy DLRs remaining in its possession when they are no longer needed for Requestor's purposes under this Agreement (except insofar as the information is incorporated into the intended use) after its use. Pursuant to C.R.S. 42-1-206, Records obtained from Bulk Vendor by Requestor may not be used for any purpose not expressly authorized by law and this Agreement. Requestor is prohibited from using the DLRs for any other purpose, including but not limited to those prohibited purposes identified in C.R.S. 24-72-204 or by this Agreement.
6. Requestor agrees to abide by the policies of DMV and the laws of the United States of America and the State of Colorado regarding the Disclosure of DLRs.
7. Requestor agrees to implement reasonable system and data security procedures to protect DLRs from unauthorized Disclosure. Such reasonable procedures must include user name and password access policies, firewalls, background investigations of any and all employees or any other individuals authorized to access DLRs, and execution of confidentiality agreements by such employees or other individuals with authorized access.
8. Requestor agrees to keep and maintain, in accordance with commercially reasonable data archival standards, books and records, including financial accounts, which contain:
  - a. Documentation of Disclosure of any DLRs in or under the possession or control of Requestor;
  - b. Documentation of Requestor's systems and operation for handling of and safeguarding from unauthorized Disclosure of DLRs under this Agreement;
  - c. Documentation of Requestor's compliance with the other terms and conditions of this Agreement; and
  - d. Documentation of Requestor's qualifications for Disclosure as required by DMV.
9. Requestor will make available to CI, DMV, Bulk Vendor, or the authorized representative of any of them, at any reasonable time, all such books and records including financial accounts, for auditing, compliance and monitoring purposes. Either CI or DMV shall have the right, but not the obligation, to conduct any inquiry or audit hereunder.
10. Requestor agrees that it shall keep and have available all such required documentation for a period of five (5) years after the expiration or termination date of this Agreement.
11. This Agreement shall become effective on the Agreement Effective Date and shall automatically renew on an annual basis unless terminated earlier as provided in Section 12.
12. This Agreement may be terminated by Bulk Vendor:
  - a. At any time upon thirty (30) days' advance notice, in writing, signed by a duly authorized representative of the party wishing to terminate, and mailed to the other party.
  - b. Immediately upon any material breach of any covenant herein at the option of the non-breaching party.Any notice of termination shall be deposited with the United States Postal Service, restricted delivery, return receipt requested, correctly addressed to the party to receive notice, and postage prepaid.
13. Requestor shall report to Bulk Vendor the following occurrence within twenty-four (24) hours of discovery:
  - a. Any breach of security or confidentiality involving a DLR furnished to Requestor;
  - b. Any litigation involving the content of a DLR furnished to Requestor;
  - c. Any breach of this Agreement;
  - d. Any breach of security or confidentiality involving Requestor and a DLR issued by a state other than the State of Colorado; and

- e. Requestor shall promptly notify Bulk Vendor in the event that it learns of any actual litigation in which Requestor is a party defendant and which involves the subject matter of this Agreement or any Personal Information obtained from a DLR. Requestor, within five (5) days after being served with a summons, complaint or other pleading in a case which involves services provided under this Agreement and which has been filed in any Federal or State court or administrative agency, shall deliver copies of such document to Bulk Vendor. Notification requirements pursuant to this section also apply to any current and/or pending litigation.

In the event Bulk Vendor learns or has reason to believe that Bulk Vendor information submitted hereunder has been disclosed or accessed by an unauthorized party, Bulk Vendor shall comply with its published "LexisNexis Information Security Breach Response and Notification Policy," as amended from time to time, a current copy of which is available upon request.

- 14. Requestor shall be capable of generating, within twenty four (24) hours of a request by Bulk Vendor, a history of its Disclosures of DLRs pertaining to any single individual.
- 15. Requestor shall not use any Personal Information obtained from a DLR for direct mail or email solicitations, advertising, or surveys; nor shall it compile or publish, or permit others to compile or publish, including on the Internet, any portions of the Personal Information furnished to it in a DLR.
- 16. Requestor understands and agrees that it may be subject to remedial action by Bulk Vendor, CI or DMV, or both, in the event of violation of this Agreement. Such remedial action may include suspension for a fixed period of time or termination from receiving Disclosure of DLRs. Such remedial action may also include liability of Requestor for damages.
- 17. Requestor shall pay those contract rates established in any existing Information Products Agreement between Requestor and Bulk Vendor or, in the absence of such a contract, the standard rates established by Bulk Vendor.
- 18. Requestor agrees to indemnify, hold harmless, and release Bulk Vendor, CI and the State of Colorado and their respective parent corporations, subsidiaries, officers, agents, agencies, contractors, subcontractors and employees (collectively, the "Releasees") from and against any and all loss, damages of any kind, injury, liability, court awards, suits and proceedings, including costs, expenses and attorneys' fees, arising from the performance of this Agreement by Requestor, its officers, agents, volunteers or employees, except insofar (with respect to indemnity, hold harmless and release of the State of Colorado) as they may result from the actions or inactions of the State of Colorado, its agencies, employees, contractors or subcontractors; and except insofar (with respect to indemnity, hold harmless and release of CI) as they may result from the actions or inactions of CI, its parent corporation, its subsidiaries, officers, agents, contractors, subcontractors, or employees. Bulk Vendor will hold Requestor and its affiliated companies, and the officers, directors, agents and employees of Requestor and its affiliated companies harmless on account of any expense or damage resulting from the procurement, use, or publication by Bulk Vendor, or the employees or agents of Bulk Vendor, of report information contrary to the terms of this Agreement or contrary to state/federal law or regulation except if such information was procured, used or published by Bulk Vendor at the request of Requestor.
- 19. This Agreement shall supplement the terms of any Agreement for Service, Information Products Agreement or other agreement between Bulk Vendor and Requestor involving the purchase, sale, distribution and/or processing of Records ("Ancillary Agreements"). However, to the extent that any Ancillary Agreements are in direct conflict with the terms of this Agreement, the terms of this Agreement shall govern.
- 20. Any notice required or permitted by this Agreement shall be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided. The named individuals or officials shall be the designated representatives of the respective parties. Either party may, from time to time, designate in writing a new or substitute representative or address.

For the Bulk Vendor  
  
LexisNexis Risk Solutions Inc.  
1000 Alderman Drive, Drop 71-A  
Alpharetta, Georgia 30005  
Attn: Legal Dept./MVR Compliance  
(770) 752-5939 – fax

For the Requestor  
  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attn: \_\_\_\_\_

21. Requestor agrees that no term or condition of any agreement with Bulk Vendor, DMV or CI shall constitute waiver, express or implied, of any provision of the Colorado Governmental Immunity Act (the "Immunity Act"), as amended from time to time, nor the risk management self insurance statutes (the "Risk Management Acts"), as amended from time to time. Further, Requestor understands, acknowledges and agrees that such liability of the State of Colorado from any claims or injuries arising out of any conduct of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of the Immunity Act and the Risk Management Acts.
22. Requestor acknowledges and agrees that the continuing ownership of the original Record underlying each copy of a motor vehicle record, including a DLR, remains with DMV.
23. Requestor must be able to demonstrate at all times that the DMV Records can be separately identified from records obtained from other sources.
24. Requestor and Bulk Vendor each warrant that it possesses the legal authority to enter into this Agreement and that it has take all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind the party to its terms. The person executing this Agreement on behalf of each party warrants that such person has full authorization to execute this Agreement.
25. Requestor acknowledges and agrees that Bulk Vendor, CI and/or the State of Colorado may audit the performance of the Requestor. Any such audit which is initiated by Bulk Vendor on its own and not at the demand of CI and/or the State of Colorado shall be subject to and performed in accordance with the provisions of the Information Products Agreement. Bulk Vendor will pay all costs associated with any audit initiated by Bulk Vendor.

When conducted by CI and/or the State of Colorado, the degree and conduct of any such audit, and the frequency of such audits, will be at the sole discretion of CI and/or the state of Colorado. Requestor agrees to assume responsibility for the costs of all such state-conducted audits and shall submit payment for each such audit within thirty (30) days of receipt of an invoice from Bulk Vendor. The costs of the state-conducted audits shall include travel expenses, as well as other expenses related to the administration of the audit, but the costs to Requestor for such audits will not exceed ten thousand dollars (\$10,000.00) per year. Requestor agrees to cooperate fully with CI and/or the state of Colorado during the performance of such an audit. Requestor agrees to cooperate fully with Bulk Vendor during the performance of any audit conducted on its own, which is not at the demand of CI and/or the state of Colorado.

26. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to Bulk Vendor and Requestor. This Agreement does not create a third-party beneficiary right between Bulk Vendor and Requestor, its subcontractors or other third parties. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of Bulk Vendor and Requestor that any such person or entity, other than Bulk Vendor or Requestor, receiving services or benefits under this Agreement, shall be deemed an incidental beneficiary only.
27. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. This Agreement constitutes the entire Agreement of the parties and supersedes all other prior written or oral agreements between the parties with respect to the subject matter herein.
28. This Agreement may be changed, modified or amended at any time, but only by an instrument in writing, signed by duly authorized representatives of both parties hereto.
29. Requestor shall not, at any time during the term of this Agreement and any extensions(s) hereof, assign its rights or delegate its duties under this Agreement.
30. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement and the attachments hereto, which may require continued performance, compliance, or effect beyond the termination date of the Agreement, shall survive such termination date.

31. This Agreement is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and become part of this Agreement on the effective date of such change as if fully set forth herein.

ACCEPTED AND AGREED TO:

ACCEPTED AND AGREED TO:

**LexisNexis Risk Solutions Inc.**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

6.26.06

***\*The Delaware Division of Motor Vehicles requires LexisNexis to obtain this form from all MVR recipients.\****

***Subscriber Certificate of Use***

**State of Delaware**  
**Motor Vehicle Records (MVRs) and A.D.D.<sup>®</sup> (Additional Driver Discovery) Reports**

\_\_\_\_\_ **(Company Name)**

hereby certifies to LexisNexis Risk Solutions Inc. and the State of Delaware, Division of Motor Vehicles that any and all driver abstract information obtained from State of Delaware through LexisNexis Risk Solutions Inc. shall be used exclusively for the permitted purposes defined under the laws of the State of Delaware and the federal Fair Credit Reporting Act ("FCRA").

\_\_\_\_\_ **(Company Name)**

further certifies that such information shall be used solely by

\_\_\_\_\_ **(Company Name)**

as an end user and shall not be sold, assigned or otherwise transferred to any other individual, business or entity.

**Subscriber:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Address)

**By:** **X** \_\_\_\_\_

**Date:** \_\_\_\_\_

**\*\*The Georgia Department of Driver Services requires LexisNexis to obtain this form from all MVR recipients.\***

**For Insurance Customers Only**

**GEORGIA DEPARTMENT OF DRIVER SERVICES  
BULK MVR USER CERTIFICATE**

|                             |   |   |  |
|-----------------------------|---|---|--|
| <b>User Name:</b>           |   |   |  |
| <b>Address:</b>             |   |   |  |
| <b>City:</b>                | <b>State:</b>   | <b>Zip Code:</b>                                    |  |
| <b>Telephone #:</b>         | <b>Fax #:</b>   | <b>Email:</b>                                       |  |
| <b>Bulk Requestor Used?</b> | <input checked="" type="checkbox"/> <b>YES</b> <input type="checkbox"/> <b>NO</b> | <b>If yes, Name: LexisNexis Risk Solutions Inc.</b> |  |

The company or individual named above certifies that for each driving record requested, the information contained therein shall be used solely for one of the following approved purposes: insurance claims investigation, insurance antifraud activities, insurance rating, insurance underwriting, car rental agreements, address verification by a creditor, or as part of a background investigation on an employee or applicant for employment.

In the event that an adverse decision is based upon any information supplied to the User by the Department of Driver Services (DDS), then upon request of the driver named in the driving record, the User or the producing insurance agent, if applicable, shall inform the driver named in the record of all information pertinent to the decision. This provision is to be construed as requiring the User to include specific information included in the driver's record.

All information is requested only for the User's exclusive use. The User shall not share, sell or otherwise disseminate any information included in the motor vehicle report to any other person or company, except as provided in O.C.G.A. §40-5-2, 18 U.S.C§2721, *et seq.*, Ga. Admin. Comp. Ch. 375-3-8-.03, any other applicable provision of law, or as provided herein.

Any violation of the rules, laws or agreements applicable to the access provided herein to the User shall be considered sufficient grounds for the DDS to refuse to release any additional information on any other driver that the User may request. This administrative action by the DDS shall not be deemed to supersede any other sanctions prescribed by law, including, but not limited to, any applicable civil or criminal penalties.

The DDS has the right to inspect and copy all records, files, reports, or any other materials deemed necessary to verify that the User has abided by all terms of the certificate unless such access is prohibited by law.

The burden of showing compliance with the provisions of this certificate is at all times on the User. Upon reasonable notice by the DDS, the User must be able to demonstrate such compliance.

Users obtaining driving records for any of the aforementioned insurance purposes must have an application for insurance or renewal thereof in order to obtain driving records. Users obtaining driving records for employment or pre-employment background investigations must obtain the written consent of each licensee whose driving record is requested.

Access granted to this User via the Requestor named above, if any, shall cease immediately if the DDS terminates the Requestor's access to driving records for any reason.

Termination, non-renewal, or expiration of the agreement between the Requestor named above and the Georgia Technology Authority terminates the User's access to driving records for any reason.

The person signing below has authority to do so on behalf of the applicant named above.

\_\_\_\_\_  
Date

**X**\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title/Position

\_\_\_\_\_  
Printed Name

*November 2009*

**STATE OF MARYLAND  
DEPARTMENT OF TRANSPORTATION  
MOTOR VEHICLE ADMINISTRATION**

**PRIVACY PROTECTION POLICY**

In consideration of receiving personal information contained in Motor Vehicle Administration records, I HEREBY CERTIFY on behalf of \_\_\_\_\_, as its authorized agent, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_ that

1. \_\_\_\_\_ understands that federal laws affect access to and use of computer information including, but not limited to, 15 U.S.C.A. § 278g-3 (Computer Security Act of 1987); 23 U.S.C.A. § 401 (National Driver Register Act); 5 U.S.C.A. § 552 (Freedom of Information Act); 5 U.S.C.A. § 552a (Privacy Act of 1974); 18 U.S.C.A. § 1001 (Computer Fraud and Abuse Act of 1986); 17 U.S.C.A. § 109 (Computer Software Rental Amendments Act of 1990); 15 U.S.C.A. § 1681 (Fair Credit Reporting Act); and, 18 U.S.C.A. §§ 2721 et seq. (Driver's Privacy Protection Act of 1994).
2. The Maryland Department of Transportation Office of Information Resources, its client agencies and their customers also adhere to state data processing security policies as set forth in Executive Order 01.01.1983.18 (Privacy and State Data System Security); Md. Code Ann., Crim. Law §8-606 (falsification of public records) and §7-302 (unauthorized access); Md. Code Ann., State Gov't §§ 10-611, 10-616 and 10-626 (Maryland Public Information Act); Md. Code Ann. Transp. II §§ 12-111 to 12-113 (Motor Vehicle Administration Records); and, as published by the Secretary of the Department of Budget and Management from time to time under Md. Code Ann., State Fin. & Proc. § 3-403.
3. \_\_\_\_\_ and all employees agree to maintain in strictest confidence and not willfully disclose to any person, firm, or corporation information obtained as a result of their access to personal information from Motor Vehicle Records.
4. By signing this agreement, \_\_\_\_\_ warrants that the signator and all personnel are familiar with all provisions of the federal Driver Privacy Protection Act of 1994, 18 U.S.C.A. §§ 2721 et seq., and with §§ 10-611, 10-616, 10-626 of the State Government Article and §§ 12-111 through 12-113 of the Transportation Article, Annotated Code of Maryland, which limit access to personal information from public records in Maryland. Further, \_\_\_\_\_, in behalf of itself, its successors and assigns further agrees that all users will abide by the terms of both the federal and state law including, but not limited to, those restricting access to personal information from Motor Vehicle Administration records

only to those persons and for those purposes which are permitted under both laws.

- 5. \_\_\_\_\_ agrees to keep a record for five (5) years of all persons to whom information is redisclosed under this Agreement, and the purpose for which the information is to be used; and, to make that record available to the Motor Vehicle Administration upon request.
- 6. \_\_\_\_\_ shall be liable for, and shall indemnify, defend, and hold the Motor Vehicle Administration harmless for, any misuse or misappropriation of any personal information in a record obtained from the Administration in connection with this agreement.
- 7. \_\_\_\_\_ shall further indemnify the Motor Vehicle Administration for and against any and all losses, damages, judgments, liabilities or similar costs and expenses which arise in whole or part out of acts or omissions by \_\_\_\_\_ with respect to laws restricting access to and disclosure of vehicle records including, without limitation, reasonable attorneys fees and all other costs of defending against such action or claim.

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed.

**Maryland Department of Transportation  
Motor Vehicle Administration**

Witness:



Date: \_\_\_\_\_

By:  \_\_\_\_\_

Date: \_\_\_\_\_

**Purchaser**

Witness:

**X** \_\_\_\_\_

By: **X** \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal sufficiency:

\_\_\_\_\_

Date: \_\_\_\_\_

Assistant Attorney General

06.20.05

*LexisNexis is required by the state DMV to keep this form signed and on file.*



For Insurance Companies  
**OHIO BUREAU OF MOTOR VEHICLES**  
**OBMV RECORD REQUEST**  
 (R.C. 149.43, 4501.15, 4501.27, AND 4507.53)

This agency is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under R.C. 4501.27. Disclosure of this information is **REQUIRED**. **FAILURE** to provide any information will result in this form not being processed.

▶ **This request is being made by (check one):**

- An individual inquiring regarding himself or herself:** (Complete **Part A**) If inquiring in person for information on yourself, you must provide personal information regarding yourself, or prove your identity by presenting your driver license or identification card.
- An individual inquiring regarding another person:** (Complete **Parts A and B**) If inquiring regarding another individual, you must attach a notarized BMV Form 5008 giving the written consent of the person. All mail requests without the BMV Form 5008 attached will be returned to the requester.
- Other:** (Check applicable reason for request on **BACK**, and complete **Part A**)

▶ **I am requesting the following personal information contained in the Bureau of Motor Vehicles records:**

- |  |  |
|--|--|
| <input type="checkbox"/> Driving Record              | <input type="checkbox"/> Title Owner/Lien holder information     |
| <input type="checkbox"/> Vehicle Registration Record | <input type="checkbox"/> Certified Owner/Lien holder information |
| <input type="checkbox"/> Last Known Address          | <input type="checkbox"/> Copy of Driver License Application      |

| PART A: Please provide information regarding yourself: |                             |  | NOTE: SIGNATURE REQUIRED           |      |
|--|-----------------------------|--|------------------------------------|------|
| YOUR NAME (REQUESTER)                                  | DATE OF BIRTH<br><b>N/A</b> | SIGNATURE<br><b>X</b>                            |                                    | DATE |
| STREET ADDRESS   |                             | CITY   | STATE                              | ZIP  |
| COMPANY (IF APPLICABLE)                                |                             | BMV ACCOUNT NUMBER (IF APPLICABLE)<br><b>N/A</b> |                                    |      |
| SOCIAL SECURITY NUMBER / FEDERAL TAX ID NO.            |                             | DRIVERS LICENSE NUMBER<br><b>N/A</b>             | LICENSE PLATE NUMBER<br><b>N/A</b> |      |
| VEHICLE IDENTIFICATION NUMBER<br><b>N/A</b>            | TITLE NUMBER<br><b>N/A</b>  |  | TELEPHONE NUMBER/FAX NUMBER        |      |

| PART B: Request regarding other person(s): |              |                       |                      |
|--|--------------|-----------------------|----------------------|
| PERSON'S NAME                              |              | DATE OF BIRTH         |                      |
| STREET ADDRESS                             |              | CITY                  | STATE      ZIP       |
| SOCIAL SECURITY NUMBER                     |              | DRIVER LICENSE NUMBER | LICENSE PLATE NUMBER |
| VEHICLE IDENTIFICATION NUMBER              | TITLE NUMBER |                       |                      |

**NOTE:** A Social Security Number or Federal Tax ID No. is required.  
 BMV 1173 7/05

**LexisNexis is required by the state DMV to keep this form signed and on file.**

**I (requester) qualify as checked below, and I am requesting:**

1. As an **individual**. (Complete **Part A**, front)
2. \_\_\_\_\_ A record for use in the normal course of business by me as a **legitimate business** or an agent, employee, or contractor of a legitimate business, for one of the two following purposes: (a) to verify the accuracy of personal information submitted to the business, agent, employee, or contractor by an individual; (b) in case personal information submitted to the business, agent, employee, or contractor by an individual is incorrect or no longer is correct, to obtain the correct information, for the sole purpose of preventing fraud, by pursuing legal remedies against, or recovering on a debt or security interest against, the individual.  
 My tax identification number is: \_\_\_\_\_ My vendor number is: \_\_\_\_\_  
 My professional license number is: \_\_\_\_\_ Licensed by (agency): \_\_\_\_\_
3. With **written** consent. (Complete **Parts A and B**, front).
4. \_\_\_\_\_ Records for bulk distribution for surveys, marketing, or solicitations, where the information will be used, rented, or sold solely for bulk distribution for surveys, marketing, or solicitations;
5. \_\_\_\_\_ A record for the use of a **government agency**, including, but not limited to, a court or law enforcement agency, in carrying out its functions, or for the use of a private person or entity acting on behalf of an agency of this state, another state, the United States, or a political subdivision of this state or another state in carrying out its functions; (a law enforcement agency does not need to fill out this form);
6. \_\_\_\_\_ A record for use in connection with matters **regarding motor vehicle or driver safety and theft**; motor vehicle emissions; motor vehicle product alterations, **recalls**, or advisories; performance monitoring of motor vehicles, motor vehicle parts, and dealers; motor vehicle market research activities, including, but not limited to, survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers;
7. \_\_\_\_\_ A record for use in connection with a civil, criminal, administrative, or arbitral **proceeding in a court or agency** of this state, another state, the United States, or a political subdivision of this state or another state or before a self-regulatory body, including, but not limited to, use in connection with the service of process, investigation in anticipation of litigation, or the execution or enforcement of a judgment or order; (a subpoena or other court order may be used instead of this form);
8. \_\_\_\_\_ A record pursuant to an **order of a court** of this state, another state, the United States, or a political subdivision of this state or another state; (a subpoena or other court order may be used instead of this form);
9. \_\_\_\_\_ Records for use in **research** activities or in producing statistical reports, where the personal information will not be published redisclosed, or used to contact an individual.
10.  **X** Records for use by an **insurer**, insurance support organization, or self-insured entity, or by an agent, employee, or contractor of that type of entity, in connection with a claims investigation activity, anti-fraud activity, rating, or underwriting;
11. \_\_\_\_\_ A record for use in providing notice to the owner of a **towed**, impounded, immobilized, or forfeited vehicle;
12. \_\_\_\_\_ A record for use by a licensed **private investigative agency** or licensed security service for any purpose permitted under numbers 1 through 15 of this form; my license number is: \_\_\_\_\_;
13. \_\_\_\_\_ A record for use by an **employer** or by the agent or insurer of an employer to obtain or verify information relating to the holder of a **commercial driver license** or permit that is required under the "Commercial Motor Vehicle Safety Act of 1986", 100 Stat. 3207-170, 49 U.S.C. 2701, et seq., as now or hereafter amended;
14. \_\_\_\_\_ A record for use in connection with the operation of a **private toll transportation facility**;
15. \_\_\_\_\_ A record for any other use **specifically authorized by law** that is related to the operation of a motor vehicle or to **public safety**;
16. \_\_\_\_\_ A record in order to carry out the purposes of either the "Automobile Information Disclosure Act", 72 Stat. 325, 15 U.S.C. 1231-1233, the "Motor Vehicle Information and Cost Saving Act", 86 Stat. 947, 15 U.S.C. 1901, et seq., the "**National Traffic and Motor Vehicle Safety Act of 1986**" 80 Stat. 718, 15 U.S.C. 1381, et seq., the "Anti-Car Theft Act of 1992", 106 Stat 3384, 15 U.S.C. 2021, et seq., or the "Clean Air Act", 69 Stat. 322, 42 U.S.C. 7401, et seq., all as now or hereafter amended, for use in connection with one or more of the following matters: (a) motor vehicle or driver safety and theft (b) motor vehicle emissions; (c) motor vehicle product alterations, recalls, or advisories; (d) performance monitoring of motor vehicles and dealers by motor vehicle manufacturers; (e) removal of non-owner records from the original owner records of motor vehicle manufacturers.

I understand that if I receive personal information under numbers 2, 3, or 5-16 of this form, I may **resell or disclose** the personal information only for uses permitted under numbers 2, 3, or 5-16. I understand that if I receive personal information under number 2-16 of this form, and I **resell or redisclose** any personal information, I must keep for a period of five years a record that identifies each person or entity that receives any of the personal information and the permitted purpose for which the information is to be used, and I must make all such records available to the Registrar of Motor Vehicles upon request.

**I HAVE VERIFIED ALL STATEMENTS ON THIS FORM BY SIGNING THIS FORM ON THE FRONT.**

The Washington State Department of Licensing requires LexisNexis to obtain this form from all MVR recipients.

APPENDIX A

Account Number

**MOTOR VEHICLE  
INSURANCE COMPANY  
SUBSCRIBER CERTIFICATION OF USE  
TO WASHINGTON STATE DEPARTMENT OF LICENSING (DEPARTMENT)**

**I hereby certify:**

- (A) That the insurance carrier or the agent of the insurance carrier designated below as SUBSCRIBER: (1) has motor vehicle insurance in effect covering the employer or a prospective employer; (2) has motor vehicle insurance in effect covering the named individual; (3) is the insurance carrier to which the named individual has applied for motor vehicle insurance; or (4) is the insurance carrier to which the employer or prospective employer has applied for motor vehicle insurance.
- (B) That LEXISNEXIS RISK SOLUTIONS INC. is acting as agent for SUBSCRIBER.
- (C) That abstracts of driver records shall be used exclusively for our motor vehicle insurance underwriting purposes only, and that no information contained therein shall be divulged, sold, assigned, or otherwise transferred to any third person or party.
- (D) That the information contained in the abstracts of driver records obtained from the DEPARTMENT shall be used in accordance with the requirements and in no way violate the provisions of RCW 46.52.130, attached in part for easy reference.

*The SUBSCRIBER listed below agrees to, and shall, indemnify and hold harmless the State of Washington, Department of Licensing (DEPARTMENT), the Director of the DEPARTMENT, and all DEPARTMENT employees from any and all suits at law or equity, and from any and all claims, demands or loss of any nature, including but not limited to all costs and attorney's fees, arising from any incorrect or improper disclosure of individual names or addresses under this "Certification of Use;" any defects in any of SUBSCRIBER's procedures followed or omitted or arising from the failure of SUBSCRIBER or its officers, employees, customers, contractors or agents to fulfill any of its obligations under this Contract; or arising in any manner from any negligent act or omission by SUBSCRIBER or its officers, employees, customers, contractors or agents.*

I affirm that I am a representative authorized to bind the SUBSCRIBER below named.

Subscriber

Address

X

Name (print)

Title

X

Signature

Date

## **RCW for Appendix A – Motor Vehicle Insurance**

### **RCW 46.52.130 Abstract of driving record – Access – Fees – Penalty.**

- (1) A certified abstract of the driving record shall be furnished only to: (a) The individual named in the abstract; ... (d) The insurance carrier that has insurance in effect covering the employer or a prospective employer; (e) The insurance carrier that has motor vehicle or life insurance in effect covering the named individual; (f) The insurance carrier to which the named individual has applied; ...
- (3) The director, upon proper request, shall furnish a certified abstract covering the period of not more than the last three years to insurance companies. ...
- (6) The abstract, whenever possible, shall include: (a) An enumeration of motor vehicle accidents in which the person was driving; (b) The total number of vehicles involved; (c) Whether the vehicles were legally parked or moving; (d) Whether the vehicles were occupied at the time of the accident; (e) Whether the accident resulted in any fatality; (f) Any reported convictions, forfeitures of bail, or findings that an infraction was committed based upon a violation of any motor vehicle law; (g) The status of the person's driving privilege in this state; and (h) Any reports of failure to appear in response to a traffic citation or failure to respond to a notice of infraction served upon the named individual by an arresting officer. ...
- (8) The abstract provided to the insurance company shall exclude any information, except that related to the commission of misdemeanors or felonies by the individual, pertaining to law enforcement officers or fire fighters as defined in RCW 41.26.030, or any officer of the Washington state patrol, while driving official vehicles in the performance of occupational duty. The abstract provided to the insurance company shall include convictions for RCW 46.61.5249 and 46.61.525 except that the abstract shall report them only as negligent driving without reference to whether they are for first or second degree negligent driving. The abstract provided to the insurance company shall exclude any deferred prosecution under RCW 10.05.060, except that if a person is removed from a deferred prosecution under RCW 10.05.090, the abstract shall show the deferred prosecution as well as the removal.
- (9) The director shall collect for each abstract the sum of five dollars, which shall be deposited in the highway safety fund.
- (10) Any insurance company or its agent receiving the certified abstract shall use it exclusively for its own underwriting purposes and shall not divulge any of the information contained in it to a third party. No policy of insurance may be canceled, nonrenewed, denied, or have the rate increased on the basis of such information unless the policyholder was determined to be at fault. No insurance company or its agent for underwriting purposes relating to the operation of commercial motor vehicles may use any information contained in the abstract relative to any person's operation of motor vehicles while not engaged in such employment, nor may any insurance company or its agent for underwriting purposes relating to the operation of noncommercial motor vehicles use any information contained in the abstract relative to any person's operation of commercial motor vehicles.
- (15) Any negligent violation of this section is a gross misdemeanor.
- (16) Any intentional violation of this section is a class C felony.

The Washington State Department of Licensing requires LexisNexis to obtain this form from all Life Insurance MVR recipients

APPENDIX D

Account Number

LIFE INSURANCE COMPANY
SUBSCRIBER CERTIFICATION OF USE
TO WASHINGTON STATE DEPARTMENT OF LICENSING (DEPARTMENT)

I hereby certify:

- (E) That the insurance carrier or the agent of the insurance carrier designated below as SUBSCRIBER: (1) is the insurance carrier to which the named individual has applied for life insurance or (2) has life insurance in effect covering the named individual.
(F) That LEXISNEXIS RISK SOLUTIONS INC. is acting as agent for SUBSCRIBER.
(G) That abstracts of driver records shall be used exclusively for our life insurance underwriting purposes only, and that no information contained therein shall be divulged, sold, assigned, or otherwise transferred to any third person or party.
(H) That the information contained in the abstracts of driver records obtained from the DEPARTMENT shall be used in accordance with the requirements and in no way violate the provisions of RCW 46.52.130, attached in part for easy reference.

The SUBSCRIBER listed below agrees to, and shall, indemnify and hold harmless the State of Washington, Department of Licensing (DEPARTMENT), the Director of the DEPARTMENT, and all DEPARTMENT employees from any and all suits at law or equity, and from any and all claims, demands or loss of any nature, including but not limited to all costs and attorney's fees, arising from any incorrect or improper disclosure of individual names or addresses under this "Certification of Use;" any defects in any of SUBSCRIBER's procedures followed or omitted or arising from the failure of SUBSCRIBER or its officers, employees, customers, contractors or agents to fulfill any of its obligations under this Contract; or arising in any manner from any negligent act or omission by SUBSCRIBER or its officers, employees, customers, contractors or agents.

I affirm that I am a representative authorized to bind the SUBSCRIBER below named.

Subscriber

Address

X Name (print) Title

X Signature Date

## **RCW for Appendix D – Life Insurance**

### **RCW 46.52.130 Abstract of driving record – Access – Fees – Penalty.**

(1) A certified abstract of the driving record shall be furnished only to: (a) The individual named in the abstract; ... (e) the insurance carrier that has motor vehicle or life insurance in effect covering the named individual; (f) The insurance carrier to which the named individual has applied; ...

(3) The director, upon proper request, shall furnish a certified abstract covering the period of not more than the last three years to insurance companies. ...

(6) The abstract, whenever possible, shall include: (a) An enumeration of motor vehicle accidents in which the person was driving; (b) The total number of vehicles involved; (c) Whether the vehicles were legally parked or moving; (d) Whether the vehicles were occupied at the time of the accident; (e) Whether the accident resulted in any fatality; (f) Any reported convictions, forfeitures of bail, or findings that an infraction was committed based upon a violation of any motor vehicle law; (g) The status of the person's driving privilege in this state; and (h) Any reports of failure to appear in response to a traffic citation or failure to respond to a notice of infraction served upon the named individual by an arresting officer. ...

(8) The abstract provided to the insurance company shall exclude any information, except that related to the commission of misdemeanors or felonies by the individual, pertaining to law enforcement officers or fire fighters as defined in RCW 41.26.030, or any officer of the Washington state patrol, while driving official vehicles in the performance of occupational duty. The abstract provided to the insurance company shall include convictions for RCW 46.61.5249 and 46.61.525 except that the abstract shall report them only as negligent driving without reference to whether they are for first or second degree negligent driving. The abstract provided to the insurance company shall exclude any deferred prosecution under RCW 10.05.060, except that if a person is removed from a deferred prosecution under RCW 10.05.090, the abstract shall show the deferred prosecution as well as the removal.

(9) The director shall collect for each abstract the sum of five dollars, which shall be deposited in the highway safety fund.

(10) Any insurance company or its agent receiving the certified abstract shall use it exclusively for its own underwriting purposes and shall not divulge any of the information contained in it to a third party. No policy of insurance may be canceled, nonrenewed, denied, or have the rate increased on the basis of such information unless the policyholder was determined to be at fault. No insurance company or its agent for underwriting purposes relating to the operation of commercial motor vehicles may use any information contained in the abstract relative to any person's operation of motor vehicles while not engaged in such employment, nor may any insurance company or its agent for underwriting purposes relating to the operation of noncommercial motor vehicles use any information contained in the abstract relative to any person's operation of commercial motor vehicles. ...

(15) Any negligent violation of this section is a gross misdemeanor.

(16) Any intentional violation of this section is a class C felony.