

BMV Required Information for Enhanced Access

Organization Name

NOTE: The following section must be completed by those Customers who request Enhanced Access to the Bureau of Motor Vehicles (BMV) Motor Vehicle Records. Enhanced Access allows customers who are approved by the BMV, based on the information supplied below, to gain access to personal information that is protected by the Indiana Drivers Privacy Protection Act, see Indiana Code 9-14-13.

IN.GOV - State of Indiana

APPLICATION FOR ONLINE ACCESS TO
INDIANA BUREAU OF MOTOR VEHICLE RECORDS
(Drivers Privacy Protection Act Agreement)

The Customer has entered into an Account Agreement for access to Premium Services offered through IN.gov, a service offered by the Indiana Office of Technology.

By submitting this Application, the Customer requests online access to records containing personal information that are maintained by the Indiana Bureau of Motor Vehicles ("BMV"). Use and dissemination of the personal information is limited by both federal and state law. **The Customer acknowledges, for itself and for every User listed in the Account Agreement, that use and dissemination of personal information other than allowed by law may result in the imposition of criminal penalties against the Customer and/or one of its Users.**

If the State accepts this Application, it will become a supplemental agreement to the Monthly Agreement, and all terms and conditions of the Monthly Account Agreement, which is incorporated fully herein by reference, apply to the online access to BMV records. This document replaces any previous privacy agreements on file with the State or with the BMV.

All Customers may obtain all information in motor vehicle records, as that term is defined in Ind. Code § 9-14-6-7, except for personal information. "Personal information" is defined by Ind. Code § 9-14-6-6 as information that identifies a person and includes that person's digital photograph; Social Security number; driver's license or identification document number; name; address (but not the 5-digit ZIP code); telephone number; and medical or disability information. The term "personal information" does not include information about vehicular accidents, driving or equipment related violations, and operator's license or registration status.

By signing and submitting this Application, the Customer certifies under the penalties for perjury that the Customer and its authorized Users will comply with the following additional terms and conditions:

The Customer and its authorized Users will use the personal information obtained from BMV records pursuant to this Application **solely** for the following purpose(s) (*check all that apply*):

By a federal, state or local government agency, including a court or law enforcement agency to carry out the court or agency's functions, or by a person acting on behalf of a court or government agency in carrying out its functions. (***You must describe the court or agency functions that will be carried out.***)

For use in connection with a civil, a criminal, an administrative, or an arbitration proceeding in a court or government agency or before a governmental self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or under an order of a federal, state or local court. (***An explanation detailing the reasons why you qualify under this category must be submitted with this Application.***)

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By an insurer, an insurance support organization, or a self-insured entity, or the agents, employees, or contractors of an insurer, an insurance support organization, or a self-insured entity to obtain information in connection with claims investigation activities or anti-fraud activities.

By a towing company or impound lot use in providing notice to the owners of towed or impounded vehicles.

By a licensed private investigative agency or licensed security service for a purpose specifically allowed by Ind. Code § 9-14-13-7(1), (3), (4) or (6).

The Customer, personally and on behalf of any person, corporation, government agency or other entity for whom the undersigned is acting, and on behalf of each of Customer's assigned Users, agrees:

1. The Customer shall comply fully with the provisions of the Federal Drivers Privacy Protection Act of 1994, 18 U.S.C. § 2721-2725, and Ind. Code § 9-14-13 ("Privacy and Disclosure of Bureau Records"), as the same may be amended, and all other applicable laws and regulations governing access and use of motor vehicle records, personal information, and information contained in public records.

2. The Customer shall maintain all personal information obtained in connection with this Application in strictest confidence and shall take all steps necessary to protect against either intentional or inadvertent disclosure.

3. The Customer shall indemnify, defend, and hold harmless the State, its agencies, officers, employees and agents from all losses, damages, judgments, liabilities, costs and expenses that arise out of the Customer's misuse, misappropriation, or any other act or omission with respect to laws restricting access to and disclosure of motor vehicle records, including (without limitation) reasonable attorneys' fees and all other costs of defending against such action or claim.

4. If the Customer discloses any personal information, the Customer shall pay the cost(s) of the notice(s) of any and all disclosure(s) of the system security breach(es) in addition to any other claims and expenses for which it is liable under law.

5. Pursuant to Ind. Code § 9-14-13-10, the Customer shall maintain and make available for inspection to the State and its designee, upon request, for at least five (5) years, records concerning (1) each person that received the information; and (2) the permitted use for which the information was obtained and revealed. Such inspection may include an on-site audit of Customer's records relating to the information accessed or obtained, either directly or indirectly, pursuant to this Application, and of Customer's security measures relative to such information. All such records shall be maintained in the State of Indiana, and copies shall be furnished to the State and its designees at no cost if the State so requests.

6. The Customer shall immediately notify the Office of Information Technology of any suspected misuse or security breach by calling 317-234-5099, shall conduct prompt investigations of alleged misuses or security breaches, and shall cooperate fully with those persons designated by the State to investigate the suspected misuse or security breach, and/or to address related issues and concerns.

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Please supply the applicable information for one of the following categories. If none of the categories is applicable, then your request for Enhanced access will not be approved.

Attorney Name / License Number

Debt Collection Company Entity Name

Insurance Company NAIC Number

Insurance Agent or Agency License Number

Private Investigator License Number

Security Guard Company License Number*

*For U.S. Department of Homeland Security ("DHS") licensed security guards-the industrial plant's head of security must provide each security guard's full name and a copy of the security guard's U.S. DHS issued identification card.

Tow Company DOT Number

Bail Bondsman /Recovery Agent Name

Mobile Home Park Name and County Location

Auto Dealer License Number

Physical address of office located in Indiana where records will be kept as required by paragraph 5 (required only if the Customer Contact address in the Account Agreement is not an Indiana street address).

Change: Physical Address to Billing Address to

Address of Office Located in Indiana

City/State/ZIP Code

The undersigned certifies, personally and on behalf of any person, corporation, government agency or other entity for whom the undersigned is acting, that the undersigned has the proper authority to execute this Application.

The undersigned acknowledges that it is a Class C misdemeanor to knowingly or intentionally misrepresent a person's identity, or to make a false statement in connection with this Application.

I swear or affirm under the penalty of perjury and pursuant to the laws of the State of Indiana that all information completed and contained in this Application, and any attachments, is true and correct.

Signature

Date (month, day, year)

Printed Name

Title