

**UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION**

COMMISSIONERS: **Andrew N. Ferguson, Chairman**
 Mark R. Meador

In the Matter of

**GENERAL MOTORS LLC, a limited liability
company;**

**GENERAL MOTORS HOLDINGS LLC, a limited
liability company; and**

ONSTAR, LLC, a limited liability company.

DOCKET NO.

COMPLAINT

The Federal Trade Commission, having reason to believe that General Motors LLC, a limited liability company, General Motors Holdings LLC, a limited liability company, and OnStar, LLC, a limited liability company (collectively, “Respondents” or “GM”), have violated the provisions of the Federal Trade Commission Act, and it appearing to the Commission that this proceeding is in the public interest, alleges:

1. Respondent General Motors LLC is a Delaware limited liability company with its principal office or place of business at 300 Renaissance Center in Detroit, Michigan 48243. General Motors LLC is a wholly owned subsidiary of General Motors Company, a Delaware corporation.
2. Respondent General Motors Holdings LLC is a Delaware limited liability company with its principal office or place of business at 300 Renaissance Center in Detroit, Michigan 48243. General Motors Holdings LLC is a wholly owned subsidiary of General Motors Company, a Delaware corporation.
3. Respondent OnStar, LLC is a Delaware limited liability company with its principal office or place of business at 400 Renaissance Center in Detroit, Michigan 48243. OnStar, LLC is a wholly owned subsidiary of General Motors Company, a Delaware corporation.
4. Respondents have operated as a common enterprise while engaging in the unlawful acts and practices alleged below. Respondents have conducted the business practices described

below through interrelated companies that have common ownership. Because Respondents have operated as a common enterprise, each of them is jointly and severally liable for the acts and practices alleged below.

5. Respondents manufactured, advertised, and distributed vehicles in the United States, including vehicles under the Chevrolet, GMC, Cadillac, and Buick brands (collectively, “GM-branded” vehicles), to GM-authorized dealerships that were then sold to consumers for their own personal use. Respondents offer connected car products and services for their GM-branded vehicles under the OnStar brand. Respondents sell or otherwise disclose consumer driving data, including precise geolocation data, obtained from the GM-branded vehicles to third parties.

6. The acts and practices of Respondents alleged in this complaint have been in or affecting commerce, as “commerce” is defined in Section 4 of the Federal Trade Commission Act.

Respondents’ Business Practices

7. Cars are ubiquitous in the daily lives of Americans. Millions rely on personal vehicles to drive their children to school, commute to work, obtain healthcare, practice religious worship, meet with romantic partners, exercise political expression, and connect with their community. For many, driving is not just a necessity but an American pastime. Driving one’s own car affords freedom of movement within a personal space.

8. While today’s connected cars offer conveniences that were unheard of thirty years ago, such as navigation and lane departure warnings, the “always-on” connectivity also enables car manufacturers like Respondents to amass huge volumes of data about people and their driving habits, including sensitive location data, that can be sold to third parties. This use and disclosure threaten consumers’ privacy and financial welfare.

9. Respondents told consumers the driving data they collected from consumers would be used for the consumers’ own assessment of their driving habits. However, Respondents used their tracking technology to sell precise geolocation data and consumer driving behavior data without consumers’ consent. As a result of these practices, consumers have experienced loss of auto insurance, unexpected increases in insurance premiums, as well as the loss of privacy about sensitive locations they visit and their day-to-day movements.

OnStar Connected Services

10. In 1996, Respondents began offering a connected car feature in their GM-branded vehicles called OnStar. Initially, the OnStar module within a vehicle could connect the driver to an OnStar representative who could relay information to first responders in an emergency. OnStar connected services later expanded to include such features as hands-free voice assistance and real-time traffic and navigation. While some OnStar features were included in a basic connected services plan, other features required enrollment in a separate paid plan, some involving recurring subscriptions or negative option offerings. Over time, Respondents have offered the basic OnStar connected services plan as a free trial or for a free, often multi-year,

service period. For purchasers of model year 2025 GM-branded vehicles, an offer of basic OnStar connected services plan for eight years upon enrollment in OnStar is standard.

11. Respondents began to equip certain 2015 model year vehicles with tenth-generation OnStar (“Gen 10+ OnStar”) modules, along with 4G LTE data services. Commenting at a 2015 investor conference on how General Motors could monetize OnStar as an asset, a GM executive noted that the development of 4G “makes such a difference in how much data we can get into the car and get out of it.” But in order to amass driving and location data from the cars, Respondents first needed consumers to enroll in OnStar, and later in the OnStar Smart Driver feature, described below.

OnStar Enrollment and Disclosures Regarding Use and Disclosure of Data Collected from OnStar Modules

12. After a consumer purchases or leases a new or used car at a GM-authorized dealership, Respondents seek to enroll the consumer in OnStar connected services while the consumer is still at the dealership. The OnStar enrollment process consists of a consumer viewing a series of screens before indicating “I accept” or “I decline” by selecting labeled radio buttons on the screens. The first screen requests that the consumer review the terms and conditions for connected vehicle services and GM Privacy Statement; upon acceptance of the first screen, the second screen requests the consumer to “one-click” enroll in the OnStar Smart Driver feature *and* to receive notifications; the third screen offers a summary of the enrollment process.

13. The first enrollment screen displays the user terms for connected vehicle services, which Respondents define as “OnStar Terms.” The screen instructs consumers that “[i]n order to start your OnStar and Connected Services trial or pre-paid plan, you’ll need to accept the following terms.” From this same screen, the consumer is able to print or scroll through both the OnStar Terms and GM Privacy Statement.

14. The latest revision of the OnStar Terms, dated May 2018, states: “The GM Privacy Statement describes what GM does with that information. You consent to the collection, use, and sharing of information described in the Privacy Statement and in any revisions to the Privacy Statement, which may be modified as described in that document.”

15. In the May 2018 GM Privacy Statement, Respondents notify consumers that they *may* share consumers’ information as follows:

With business partners, such as SiriusXM, in connection with their products and services; research institutes, for research and development purposes (*for example, improving highway safety*); dealers, fleet or rental companies, for service maintenance of your vehicle. We may also share data with third parties for marketing activities (with necessary consents) or where you have elected to receive a service from them and/or authorized them to request data from GM (*for example, financial organizations who offer financing for the purchase or lease of GM vehicles or usage based insurance providers*) (emphasis in original).

16. The May 2018 Privacy Statement does not present the collection, use, and sharing disclosures in a form that would allow a consumer to understand the invasiveness of the data collection and sharing (precise geolocation tracking every 3 seconds, *see* Paragraph 28, *infra*), the identities of the entities with which the data would in fact be shared, or the purposes for which the data would be used. In addition, a consumer would reasonably understand this policy to mean that additional user consent or authorization would be collected for sharing a consumer's driving information for marketing activities or uses related to third-party services. Subsequent revisions to the Privacy Statement presented the information in similar fashion until September 2024. Consequently, from May 2018 to September 2024, consumers were asked to give their consent to the collection, use, and disclosure of their data with incomplete information.

17. In a section entitled "Your Choices," the May 2018 GM Privacy Statement also indicated:

In addition, some collection and sharing practices are tied to the products and services we offer. To stop the collection or sharing of some information, you may have to decline those products and services or be willing to accept limited functionality.

18. The May 2018 GM Privacy Statement did not further explain what "some information" or "limited functionality" meant in this context. This statement appears in all subsequent revisions to the Privacy Statement, except for versions of the Privacy Statement from January 2023 forward which omit this statement entirely and present no information regarding changes to vehicle functionality if a consumer declines OnStar enrollment.

19. If the consumer attempts to decline the OnStar Terms, the screen displays a message noting that declining "will result in deactivation of all services, including Automatic Crash Response, Emergency Services, and Vehicle Diagnostics." Again, Respondents do not further explain what "all services" meant in this context beyond those three identified features.

Prior to such a warning, the OnStar Terms, Respondents' Privacy Statement, and the first OnStar enrollment screen all fail to inform consumers which features on the vehicle will or will not work after the consumer declines the OnStar Terms, or what Respondents continue to collect when a consumer declines the terms. Faced with this incomplete disclosure, consumers otherwise preferring to limit sharing of their information may throw up their hands rather than lose any unstated functionality of their new vehicles.

20. Until at least late April 2024, the second OnStar screen presented to consumers during the enrollment process was entitled "Enrollment Preferences (Smart Driver and Notifications opt-in)" with the next heading reading: "One-click Enroll into OnStar Smart Driver and Notifications"; the screen featured one "I Accept" and one "I Decline" radio button at the bottom of the screen (*see* Appendix A). A precondition to acceptance of this screen was acceptance of the OnStar Terms in the first screen. The second screen highlighted two very different features for which Respondents sought a single consent from consumers—to enroll in OnStar Smart Driver *and* to receive safety and diagnostic alerts about the vehicle. On this screen, Respondents did not give consumers the choice to consent to one feature and not the other.

21. Consumers were given the following information about the OnStar Smart Driver features on the second screen:

What is OnStar Smart Driver*? OnStar Smart Driver provides you insights on your driving behavior and can help you recognize driving improvement opportunities. You'll earn achievements, get valuable feedback with each trip, and access your driving data. OnStar Smart Driver also gives you the opportunity to use Connected Teen Driver, which helps promote safe driving habits.

22. On this screen, Respondents also provided the following information about their use OnStar Smart Driver data:

We'll use information we collect about where and how you operate your vehicle, such as your vehicle's location, routes driven, driving schedule, fuel or charging levels, fuel economy, battery status, overall vehicle health, and driving behavior, such as hard braking, hard acceleration, tailgating, vehicle speed, late night driving, driver and passenger seatbelt status, and driver attention. Smart Driver "hard braking" and "hard acceleration" events are identified when measured vehicle speed changes rapidly, regardless of the cause of the rapid speed change. We may also use alerts from your vehicle, such as forward collision and traction control.

Notably, the Respondents failed to state in these consent screens that consumers' data will not just be used internally but shared with and sold to third parties (namely, consumer reporting agencies). They also failed to disclose the names of the third parties or the purposes for which the data collected, used or retained. *See* Paragraphs 38 to 48, *infra*.

23. Adding to the impression that the data is collected to support the consumer's driving experience, the second screen offered consumers a safety and diagnostics notification feature that is separate from and unrelated to the OnStar Smart Driver feature. This feature offered notification of maintenance and performance issues, including low tire pressure and oil change alerts, and theft alarm notification. It instructs consumers: "[O]pt[] into notifications that will keep you informed on services that need your attention. But first, we need your permission to send them." But any consumer who opted into the notifications feature had to also enroll in the OnStar Smart Driver feature, because the second screen only offered a single "Accept" or "Decline" radio button.

24. Indeed, Respondents instructed GM-authorized dealers to describe the OnStar Smart Driver feature as a type of notification for vehicle maintenance, with statements like, "On the Enrollment Preferences page, first you can accept or decline to receive notification enrollments. These are notifications for services to help you maintain and monitor your vehicle's health, like Smart Driver, Vehicle Diagnostics & Alerts, Theft Alarm Notifications, Data usage, and Dealer

Maintenance Notifications.” Respondents’ talking points were misleading because the OnStar Smart Driver feature was not related to vehicle maintenance or vehicle health at all.

25. Until at least late April 2024, the third screen in the enrollment process was entitled “Confirm customer information,” which included a summary of the account, vehicle, and plan information, along with the consumer’s enrollment preferences and a list of terms the consumer has accepted. With respect to enrollment preferences, the summary listed “Notifications,” presumably referring to the safety and diagnostics notification feature disclosed on the second screen but did not mention the feature it was coupled with on the second screen: OnStar Smart Driver. The summary also did not include the OnStar Smart Driver terms on the list of terms that the consumer had agreed to as part of OnStar enrollment. Therefore, even if consumers received a printout of the summary to review after they left the dealership, they would not have known that they had opted into receiving notifications *and* signed up for a completely separate feature, OnStar Smart Driver.

26. As a result of Respondents’ OnStar enrollment process, many consumers were unaware they had been enrolled in the OnStar Smart Driver feature. As a *New York Times* reporter recounted of her own OnStar enrollment experience, “[t]hat [second] screen wasn’t just about accepting messages from G.M.; it also opted us into OnStar Smart Driver. It’s a screen that my husband and I do not recall seeing” Another consumer complained to GM customer service representative, “I know that the dealer had me set up OnStar generally, but the actual, um, like, the driving tracking, I was not aware that was part of it, I didn’t even know that existed.” When told by the GM representative that there was an “extra check mark” for OnStar Smart Driver as part of the OnStar enrollment, the consumer responded, “[h]ad I been aware of it, I definitely would not have selected it.”

Respondents Used and Disclosed Location Data Collected From Vehicles Enabled with OnStar Without Consumers’ Informed Consent

27. Respondents easily amassed large volumes of data from Gen 10+ OnStar modules by running software programs that can initiate – and begin collecting data – the second the car’s ignition is started. Respondents refer to these software programs internally as “tasks.”

28. Since at least 2018, Respondents have collected precise geolocation data from millions of Gen10+ OnStar vehicles through a particular task that collected and transmitted precise geolocation data ***every three seconds***, starting from ignition on, to Respondents’ storage systems (hereto identified in this Complaint as “Task A”). This precise geolocation data consisted of latitude and longitude (intended to be precise up to six decimal places by contractual requirements with third parties, which could pinpoint geolocation accuracy to approximately 111 millimeters, or 4.5 inches), along with elevation, heading, current speed, a date and time stamp, and a trip identifier that could be used to tie multiple transmissions together to identify the entire route of a specific trip taken by a single vehicle.

29. Since at least 2019, Task A has also collected a persistent vehicle identifier, which linked the precise geolocation data to a particular Vehicle Identification Number (“VIN”); this accompanying data could be used to associate a single vehicle to multiple trips.

30. Respondents initially created Task A to run on a select number of vehicles for internal purposes. By 2018, however, Respondents were focused on external “data monetization” as the primary purpose for Task A data collection, as referenced in Respondents’ internal privacy impact assessments for Task A. Over time, Respondents expanded the number of vehicles upon which Task A is enabled from around 500,000 vehicles to approximately nine million, as required by one third-party contract.

31. Once the Task A data is collected from the OnStar modules and transmitted to Respondents’ storage system, the data is almost instantly transferred to third parties. In 2018, Respondents entered into a contract to license Task A data to Wejo Ltd. (“Wejo”), a United Kingdom-based connected car data company, and the agreement continued until Wejo filed for bankruptcy. Wejo’s assets were sold to Jacobs Engineering Group, Inc. (“Jacobs”), a Texas-based consulting company, on January 3, 2024. That same day, Jacobs entered into an agreement with Respondents to license Task A data.

32. Respondents allowed Wejo, and later Jacobs, to license Respondents’ Task A data to other entities, with Respondents’ approval, called “egress licensees,” for transportation planning, infrastructure construction and management, outdoor advertising analytics, and retail and real estate location planning, among other uses. At one point, Respondents amended their contract with Wejo to allow Wejo’s egress licensees to also receive Respondents’ data about what radio station a consumer was listening to in their car. Indeed, under the terms of the contracts with third parties, Respondents knew and approved each egress licensee to whom Wejo and Jacobs had licensed Respondents’ data. However, Respondents did not disclose information about specific egress licensees to consumers.

33. Moreover, consumers were never informed whether their GM-branded vehicles were among the nine million vehicles from which Respondents collected and sent Task A data to Wejo or Jacobs. Indeed, the OnStar Terms and Respondents’ Privacy Statement did not inform consumers that their precise geolocation data would be sold to third parties, licensed to other entities with whom the third parties had their own relationships, and used for the specific purposes carried out by Wejo and Jacobs.

34. It was only in late September 2024 that Respondents updated their Privacy Statement to notify consumers that, with respect their precise geolocation information:

[w]e may disclose precise Geolocation Information collected from connected vehicles to our affiliates and the following categories of third parties for the following limited purposes: . . . Affiliates or third parties for research and development purposes (such as university research institutes for improving highway safety)

However, none of these “limited” purposes indicated that Respondents *sold* consumers’ precise geolocation data to companies that licensed the data to other companies that use the data for purposes other than what was disclosed in the Privacy Statement, such as outdoor advertising analytics and retail and real estate location planning. Consumers did not consent to having their precise geolocation data and other Task A data used and disclosed in this way.

35. The automotive industry itself has long acknowledged the sensitive nature of vehicle geolocation data, and the potential harms if no guardrails on the data disclosure existed. In a 2020 court filing, the Alliance for Automotive Innovation, an industry group of which GM is a participating member, noted:

To take just one example, data may include detailed vehicle geolocation information. The same data that allow a vehicle navigation system to be able to accurately locate vehicles in the event of an accident could, in the wrong hands, provide incredibly detailed information about the vehicle owner's driving habits. Studies have shown that it only takes four randomly selected time and space coordinates to identify a person with 95% accuracy. (Citation omitted.)

36. The precise geolocation tracking enabled by Respondents' Task A is extremely invasive. For a single vehicle, Respondents have collected and disclosed hundreds of thousands of location data points. For one consumer who visited a hospital campus and whose GM-branded vehicle transmitted Task A data to Respondents, the precision of the location data as well as the collection at three-second intervals allowed tracking of the vehicle as it circled a hospital parking garage. For another consumer whose GM-branded vehicle transmitted Task A data to Respondents, a month's worth of location data exposed their usual routine between residence and work, including the time and dates when the trips were taken, as well as other habitual facets of daily private life.

37. Beginning with some model year 2019 GM-branded vehicles, Respondents offered a location masking setting through the vehicle's infotainment head unit. If consumers enabled this setting, Respondents would not collect location data from their vehicles except in limited emergency situations. By default, the location masking setting was off. Not only was this feature not available across all GM-branded vehicles and still remains unavailable on some current model year GM-branded vehicles, but information about the availability and the specific utility of the location masking feature has not been made widely known to consumers. Moreover, because Respondents' near-constant collection of consumers' precise geolocation data was not disclosed to consumers, consumers would not have appreciated, and still do not appreciate, the significance of this feature.

Respondents Used and Disclosed Driver Behavior Data
Collected From Consumers Enrolled in OnStar Smart Driver Without Consumers'
Informed Consent

38. In December 2016, Respondents amended an agreement with consumer reporting agency Insurance Services Office, Inc., doing business as Verisk Analytics ("Verisk"), to create a Telematics Data Exchange Program. In the 2016 contract, Respondents agreed to furnish Verisk personally identifiable information from consumers who enrolled in OnStar Smart Driver, including name, address, and persistent identifiers, which included the VIN, together with driving data including trip ID, mileage, hard braking, acceleration, and speed events over 80 miles per hour ("mph").

39. In August 2019, Respondents entered into a contract with consumer reporting agency Lexis Nexis Risk Solutions, Inc. (“Lexis Nexis”) for Respondents to furnish driving event data collected from GM-branded vehicles leased or owned by consumers who were enrolled in OnStar Smart Driver. Respondents collected the following data points, among others, and furnished them to Lexis Nexis: consumer’s name, address, e-mail address, VIN, alternate vehicle identifier, trip ID, time stamp, and the driving event that triggered collection: driver seat belt usage; hard acceleration; hard braking; ignition on/off; speed over 80 mph.

40. When a consumer enrolled in the OnStar Smart Driver feature, a specific task would be enabled on their vehicle (hereto identified in this Complaint as “Task B”). Task B was designed to collect and transmit driving event data to Respondents, who then sold the data to various entities over time, including Verisk, Lexis Nexis, Wejo, and Jacobs. Task B ran from the time the ignition was switched on, and it triggered collection of data when a driving event occurred, such as hard acceleration, hard braking, speeding over 80 mph, or indication of seat belt usage (or lack thereof). Task B collected the driving event data along with the VIN, a trip identifier, precise geolocation data, and a time and date stamp (collectively, “Driver Behavior Data”). Once the ignition was off, Task B transmitted the bundles of Driver Behavior Data to Respondents’ data storage systems. From there, Respondents transferred some of the Driver Behavior Data (which for Lexis Nexis, Wejo, and Jacobs included precise geolocation data) from Task B to third parties at the conclusion of each driving trip.

41. Respondents terminated their agreements with Verisk and Lexis Nexis in March 2024 and conveyed in public statements that they ended data sharing with the two consumer reporting agencies on March 20, 2024. In their April 2024 press release about discontinuing OnStar Smart Driver, Respondents did not disclose that Task B data continued to be shared with Jacobs until April 5, 2024. Later, on June 26, 2024, Respondents fully sunsetted OnStar Smart Driver and removed the feature from GM-branded apps.

Respondents Represented OnStar Smart Driver as a Self-Assessment Tool for Consumers and Failed to Disclose Sharing with Consumer Reporting Agencies

42. By late 2023, Respondents intentionally presented the OnStar Smart Driver feature to consumers as a game-like tool for consumers’ own assessment of their driving habits and did not disclose that participation could result in negative financial consequences. Instead, consumers enrolled in the OnStar Smart Driver feature learned that they could earn badges based on their driving habits, track their customized driving “streaks,” and view driving insights prepared by Respondents based on driving data collected from each driving trip.

43. In consumer-facing communications, Respondents stated that, by enrolling in the OnStar Smart Driver feature, “during each [driving] trip, OnStar may collect vehicle location, time of day, and speed during events such as hard braking, hard acceleration, ignition on/off and time over eighty miles per hour, and may collect distance traveled, fuel level, and idle time to provide average miles per gallon and miles per hour, *in order to provide you with your driving activity information*” (emphasis added). In the same communication, Respondents stated that participating in OnStar Smart Driver “is not intended as an assessment of your compliance with driving laws or guidelines.” This statement gave further false reassurance to consumers that

their driving habits were not being scrutinized by anyone. Based on GM’s representations, consumers enrolled in OnStar Smart Driver would not have expected that failure to improve their driving habits would carry any real-world consequences, financial or otherwise.

**Consumers Were Unaware that By Enrolling in OnStar Smart Driver,
Respondents Would Disclose Their Driver Behavior Data to
Consumer Reporting Agencies for Insurance Purposes**

44. Verisk and Lexis Nexis both used Driver Behavior Data collected through Task B to compile consumer reports on consumers who had enrolled in OnStar Smart Driver, using the VIN to associate driving events back to the individual consumer.

45. Verisk and Lexis Nexis used Driver Behavior Data collected through Task B to compile consumer reports typically containing six months’ worth of driving events. Lexis Nexis’s consumer reports listed each driving event, record by record, with the time and date of each event.

RECORD 76	[REDACTED]
Trip Details	
• Start Date:	03/05/2024 • Start Time: 12:51p
• End Date:	03/05/2024 • End Time: 1:24p
• Acceleration Events:	0 • Hard Brake Events: 1
• High Speed Events:	0 • Distance: 23.43
• Vin:	[REDACTED]
Record 76 Source Details: GENERAL MOTORS HOLDINGS, LLC 300 RENAISSANCE CTR DETROIT, MI 48243-1402 (888) 466-7827	

46. Many consumers discovered these consumer reports only after receiving adverse action notices from insurance companies. The adverse action notices indicated that their car insurance policies were being denied or cancelled, or their premiums increased, due to negative information reported on the consumer reports—specifically, the Driver Behavior Data collected by Respondents through Task B that catalogued every instance of hard braking, high speed, and late-night driving, among other driving habits.

47. After reviewing their own Lexis Nexis consumer reports, some consumers complained to Respondents that without their knowledge, their consumer reports contained hundreds of records listing their Driver Behavior Data.

48. In numerous instances, consumers confronted Respondents about the deception and stated they would not have enrolled in the OnStar Smart Driver feature had they known the underlying Driver Behavior Data would be shared with Lexis Nexis to compile consumer reports and be used by insurance companies to deny them coverage or to increase their insurance premiums at renewal. As one consumer stated to a customer service representative of Respondents, “When I signed up for this, it was so OnStar could track me. They said nothing about reporting it to a third party. Nothing. [...] You guys are affecting our bottom line. I pay you, now you’re making me pay more to my insurance company.”

Violations of the FTC Act

49. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits “unfair or deceptive acts or practices in or affecting commerce.”

50. Misrepresentations or deceptive failures to disclose a material fact constitute deceptive or unfair practices prohibited by Section 5(a) of the FTC Act.

51. Acts or practices are unfair under Section 5 of the FTC Act if they cause or are likely to cause substantial injury to consumers that consumers cannot reasonably avoid themselves and that are not outweighed by countervailing benefits to consumers or competition. 15 U.S.C. § 45(n).

Count I

Unfair Use and Sale of Sensitive Data Without Obtaining Affirmative Express Consent Prior to Collection

52. As described in Paragraphs 1 through 51, Respondents collect consumers’ precise geolocation data and Driver Behavior Data without taking reasonable steps to obtain consumers’ affirmative express consent.

53. As described in Paragraphs 1 through 51, Respondents sell consumers’ precise geolocation data and Driver Behavior Data (a) to third parties to license to other entities for transportation planning, infrastructure construction and management, outdoor advertising analytics, and retail and real estate location planning, and (b) to consumer reporting agencies to compile consumer reports that could be used to deny consumers auto insurance coverage or raise their car insurance premiums.

54. These practices have caused or are likely to cause substantial injury to consumers in the form of a loss of privacy about the day-to-day movements, an increased risk of public or other harmful disclosure of sensitive information about consumers’ private lives, and financial losses. This injury is not reasonably avoidable to consumers themselves, as they are not aware of the scope of these practices. This injury is also not outweighed by countervailing benefits to consumers or competition.

55. Consequently, Respondents’ acts and practices as set forth in Paragraphs 52 and 53 constitute unfair acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45(a), (n).

Count II

Deceptive Failure to Disclose Respondents’ Use and Disclosure of Consumer Location Data and Driver Behavior Data

56. As described in Paragraphs 42 and 43, Respondents represented, directly or indirectly, expressly or by implication, that Driver Behavior Data obtained through the OnStar Smart Driver feature would be used for the consumer to assess their own driving habits.

57. In fact, as set forth in Paragraphs 38 through 48, Respondents have sold consumers’ precise geolocation data and Driver Behavior Data to consumer reporting agencies that have

used it to compile consumer reports for insurance purposes, which has led to consumers being denied auto insurance coverage and having their auto insurance premiums increased. These facts would have been material to consumers in deciding whether to use or grant permissions to Respondents to use and disclose their location data and Driver Behavior Data.

58. Respondents' failure to disclose material information described in Paragraph 57, in light of the representations set forth in Paragraph 56, is a deceptive act or practice.

Violations of Section 5

59. The acts and practices of Respondents as alleged in this complaint constitute unfair or deceptive acts or practices, in or affecting commerce in violation of Section 5(a) of the Federal Trade Commission Act.

THEREFORE, the Federal Trade Commission this _____ day of _____, 2025, has issued this Complaint against Respondents.

By the Commission.

April J. Tabor
Secretary

SEAL: