

# INSURANCE CERTIFICATE

## CIBC AUTO RENTAL COLLISION/LOSS DAMAGE INSURANCE

Royal & Sun Alliance Insurance Company of Canada (referred to in this certificate as the "Company") provides the insurance for this certificate under **Policy PSIO18005873** (referred to in this certificate as the "Policy"). This certificate is not a contract of insurance and contains only a summary of the principal provisions of the Policy. All benefits are subject in every respect to the Policy which alone constitutes the Agreement under which payments are made. This coverage may be cancelled, changed or modified at the option of the card issuer at any time without notice. This certificate replaces any and all certificates previously issued to the **Cardholder** with respect to the Policy.

This certificate of insurance outlines what CIBC Auto Rental Collision/Loss Damage Insurance is and what is covered along with the conditions under which a payment will be made when **You** rent and operate a rental vehicle but do not accept the Collision Damage Waiver (CDW), Loss Damage Waiver (LDW in the U.S.), or their equivalent offered by a **Rental Agency**. It also provides instructions on how to make a claim. This certificate should be kept in a safe place and carried with **You** when **You** travel.

**Check with Your personal automobile insurer and the Rental Agency to ensure that You and all other drivers have adequate third party liability, personal injury and damage to property coverage. This Policy only covers theft, loss or damage to the rental vehicle as stipulated herein.**

### IMPORTANT – PLEASE READ THE ENTIRE CERTIFICATE CAREFULLY:

A **Rental Agency** has no obligation to explain **Your** CIBC Auto Rental Collision/Loss Damage Insurance coverage to **You**. It is important to note that a **Rental Agency** may not classify vehicles, especially **Mini-Vans**, in the same manner as the insurance underwriter. Please confirm with Royal & Sun Alliance Insurance Company of Canada that **Your** rental vehicle has coverage under this Policy. Confirmation of coverage under this program or any questions concerning the detail included herein, should be directed to the Company at **1-866-363-3338** (in Canada or the United States) or call collect **905-403-3338** (elsewhere in the world).

When the value of the rental vehicle, in its model year, is over the Manufacturer's Suggested Retail Price (MSRP) of sixty-five thousand dollars (\$65,000) Canadian excluding all taxes, at the place the rental agreement is signed or where the rental vehicle is picked up; no coverage will be provided under this Policy.

### PART I: DEFINITIONS

**"Actual Cash Value"** means what the vehicle is worth on the date of the theft, loss and damage, and takes into account such things as depreciation and obsolescence. In determining depreciation, the Company will consider the condition of the vehicle immediately before the damage occurred, the standard market resale value and normal life expectancy.

**"Car Sharing Program"** means a car rental club which gives its members 24 hour access to a fleet of cars parked in a convenient location.

**"Cardholder"** means the person whose name is embossed on the **CIBC Eligible Visa Card** or who is authorized to use the card in accordance with the Cardholder Agreement.

**"CIBC Eligible Visa Card"** means a CIBC Aerogold®1 Visa™ Card, a CIBC Aerogold®1 Visa Infinite™ Card, a CIBC Aerogold®1 Visa™ Card for Business, a CIBC Aventura® Gold Visa™ Card, a CIBC Aventura® Visa Infinite™ Card, a CIBC Dividend Platinum® card, a CIBC Dividend Visa Infinite™ Card, a CIBC Gold Visa™ Card, a CIBC Platinum Visa™ card, or a CIBC Driver's Edge® World MasterCard™

**"Insured Person"** means: (1) **You the Cardholder**, who presents himself (herself) in person at the **Rental Agency**, signs the rental contract, declines the **Rental Agency's** CDW, LDW (in the U.S.) or its equivalent and takes possession of the rental vehicle and who complies with the terms of this Policy. (2) Any other person who drives the same rental vehicle with **Your** permission whether or not such person has been listed on the rental vehicle contract or has been identified to the **Rental Agency** at the time of making the rental, however, **You** and all drivers must otherwise qualify under and follow the terms of the rental contract and must be legally licensed and permitted to drive the rental vehicle under the laws of the jurisdiction in which the rental vehicle shall be used.

**"Loss of Use"** means the amount paid to a **Rental Agency** to compensate it when a rental vehicle is unavailable for rental while undergoing repairs for damage incurred during the rental period.

**"Mini-Van"** means a vehicle which is designed and made by an automobile manufacturer as a mini-van, which has a manufacturer's list **Gross Vehicle Weight** of not more than 5955 pounds or 2680 kilograms. It is exclusively made to transport a maximum of eight (8) people including the driver. It is used exclusively for transportation of passengers and their luggage and will not be used by the **Cardholder** for transportation of passengers for hire. It includes but is not limited to the following models: Ford Freestar, Chevrolet Astro, GMC Safari, Dodge Caravan, Honda Odyssey, Toyota Sienna, Nissan Quest.

**"Gross Vehicle Weight"** means the weight of the complete **Mini-Van** plus the maximum load that it has been designed to carry.

**"Off-Road Vehicle"** means any vehicle while it is being operated on a road not maintained by a federal, provincial, state, or local agency, not including entrance or departure ways to private property, or any vehicle which cannot be licensed to drive on a public road and is designed and manufactured primarily for off-road usage.

**"Rental Agency"** means an auto rental agency licensed to rent vehicles and which provides a rental agreement. For greater certainty, throughout this certificate of insurance the terms "rental company" and "rental agency" refer to both traditional auto rental agencies and **Car Sharing Programs**.

**"Rental Agency's CDW"** means an optional Collision Damage Waiver, Loss Damage Waiver (LDW in the U.S.) or similar coverage offered by car rental companies that relieves renters of financial responsibility if the car is damaged or stolen while under rental contract.

**"Tax-Free Car"** means a tax-free car package that provides tourists with a short-term (17 days to 6 months), tax-free vehicle lease agreement with a guaranteed buyback. The CIBC Auto Rental Collision/Loss Damage Insurance program **will not** provide coverage for Tax-free cars.

**"You"/"Your"** mean a CIBC Eligible Visa™ **Cardholder** whose name is embossed on the card or who is authorized to use the card in accordance with the Cardholder Agreement.

### PART II: TERMS OF COVERAGE

#### A. WHEN COVERAGE BEGINS

All coverage for eligible **Cardholders** will take effect at the time the **Cardholder** legally takes control of the rental vehicle.

#### B. WHEN COVERAGE ENDS

A **Cardholder's** coverage will end at the earliest of the following:

1. The **Rental Agency** reassumes control of the rental vehicle;
2. The length of time **You** rent the same vehicle or vehicles exceeds 48 consecutive days, which includes instances where **You** are renting one vehicle immediately after the other. Coverage may not be extended for more than 48 days by renewing or taking out a new rental agreement with the same or another **Rental Agency** for the same vehicle or another vehicle. A full calendar day between rentals must exist in order to break the 48 day consecutive day cycle. If the rental period exceeds 48 consecutive days, coverage will not be provided from the first day of rental onwards, i.e. coverage will not be provided for either the first 48 consecutive days or any subsequent days;
3. **Your CIBC Eligible Visa Card** is cancelled or card privileges are terminated;
4. This Policy is cancelled.

WARNING: Please note that **Your** responsibility for the Rental Agreement does not terminate by simply dropping off the keys at the **Rental Agency** or other drop box. Any damage between that time and the time the **Rental Agency** staff complete their Inspection Report will be held to be **Your** responsibility, so whenever possible please arrange to be present when the **Rental Agency** conducts their final inspection of the vehicle.

#### PART III: DESCRIPTION OF COVERAGE

Deductible: No deductible applies to this coverage.

CIBC Auto Rental Collision/Loss Damage Insurance is primary insurance, except for losses that may be waived or assumed by the **Rental Agency** or its insurer, and in such circumstances where local government insurance legislation states otherwise. This coverage is available on a 24-hour basis unless precluded by law or the coverage is in violation of the terms of the rental contract in the jurisdiction in which it was formed (other than under Exclusions, Part 7 (a) (b) or (c)).

This coverage applies only to the **Insured Person's** personal and business use of the rental vehicle. There is no additional charge for the CIBC Auto Rental Collision/Loss Damage Insurance and the coverage compensates **You** or a **Rental Agency** for theft, loss and damage, up to the **Actual Cash Value** of the rental vehicle and valid **Rental Agency Loss of Use** charges when the conditions described below are met. The following conditions apply for coverage to be in effect:

1. **You** must initiate and complete the entire rental transaction with the same **CIBC Eligible Visa Card(s)**. The full cost, including taxes, of the rental must be charged to **Your CIBC Eligible Visa Card(s)**. Rental vehicles which are part of prepaid travel packages are also covered if the total package was paid for using **Your CIBC Eligible Visa Card**;
2. **You** are covered if **You** receive a "free rental" as a result of a promotion, where **You** have had to make previous vehicle rentals if each such previous rental was entirely paid for with **Your CIBC Eligible Visa Card**;
3. **You** are covered if **You** receive a "free rental" day(s) as a result of a CIBC

Visa travel reward program (or other similar CIBC Visa program) for the number of days of free rental. If the free rental day(s) are combined with rental days for which **You** must pay, the entire additional payment must be paid for using **Your CIBC Eligible Visa Card**;

4. **You** are covered if points earned under **Your CIBC Eligible Visa Card** (member points program) are used to pay for the rental. However, if only a partial payment is paid using the member points program, the entire additional payment of that rental must be paid for using **Your CIBC Eligible Visa Card** in order to be covered;
5. Only **You** can rent the vehicle and decline the **Rental Agency's** CDW, LDW (in the U.S.) or an equivalent coverage offering. Anyone other than the **Cardholder** doing so, would void coverage;
6. **You** are covered for any car, sport utility vehicle, and **Mini-Vans**, in its model year, with a Manufacturer's Suggested Retail Price (MSRP) under sixty-five thousand dollars (\$65,000) Canadian, excluding all taxes, at the place the rental agreement is signed or where the rental vehicle is picked up, is covered under CIBC Auto Rental Collision/Loss Damage Insurance program with the exception of those listed and described in the exclusion section titled **"The following vehicles are excluded from coverage under this Policy."**
7. **You** are covered when only one rental vehicle is rented at a time, i.e. if during the same period there is more than one vehicle rented by the **Cardholder**, only the first rental will be eligible for these benefits;
8. **You** must decline the **Rental Agency's** CDW, LDW (in the U.S.) or similar coverage offered by the **Rental Agency** on the rental contract. If there is no space on the vehicle rental contract for **You** to indicate that **You** have declined the coverage, then indicate in writing on the contract "I decline the CDW provided by the **Rental Agency**."
9. The length of time **You** rent the same vehicle or vehicles must not exceed 48 consecutive days, which includes instances where **You** are renting one vehicle immediately after the other. If the rental period exceeds 48 consecutive days, coverage will not be provided from the first day of rental onwards;

When a **Cardholder** does not have the option available to decline the **Rental Agency's** CDW, LDW (in the U.S.) or similar provision, the Company will pay for covered theft, loss and damage up to the limit of the deductible stipulated in the **Rental Agency's** CDW, LDW (in the U.S.) or similar provision, purchased by the **Cardholder**. This shall not be construed to provide coverage where the **Rental Agency** is responsible by legislation or law for any damage to the vehicle.

#### EXCLUSIONS

This coverage does NOT include theft, loss and damage arising directly or indirectly from:

1. Third party liability;
2. Personal injury or damage to property, except the rental vehicle itself or its equipment;
3. Replacement vehicle for which an automobile insurance is covering all or part of the cost of the rental;
4. The operation of the rental vehicle at any time during the rental period where an **Insured Person** is driving while intoxicated or under the influence of any illegal or prescribed (if advised not to operate a vehicle) narcotic;
5. Any dishonest, fraudulent or criminal act committed by any **Insured Person** or at their direction;

6. Normal wear and tear, gradual deterioration, or mechanical or electrical breakdown or failure, inherent vice or damage, insects or vermin;
7. The operation of the rental vehicle in violation of the terms of the rental agreement except:
  - (a) **Insured Persons** as defined may operate the rental vehicle;
  - (b) The rental vehicle may be driven on publicly maintained gravel roads;
  - (c) The rental vehicle may be driven across provincial and state boundaries in Canada and the U.S. and between Canada and the U.S.

**N.B. It must be noted that theft, loss and damage arising while the vehicle is being operated under (a), (b) or (c) above is covered by this insurance, subject however to all other terms, conditions and exclusions contained in this certificate. However, the Rental Agency's third party liability insurance will not be in force and, as such, You must ensure that You are adequately insured privately for third party liability.**

8. Seizure or destruction under a quarantine or customs regulations or confiscation by order of any government or public authority; the damage between the time of seizure, confiscation or quarantine and the time the **Rental Agency** staff complete their Inspection Report will be held to be **Your** responsibility, so whenever possible please arrange to be present when the **Rental Agency** conducts their final inspection of the vehicle.
9. The transportation of contraband or illegal trade;
10. War, hostile or warlike action, insurrection, rebellion, revolution, civil war, usurped power, or action taken by government or public authority in hindering, combating or defending against such action;
11. The transportation of property or passengers for hire;
12. Nuclear reaction, nuclear radiation, or radioactive contamination;
13. Intentional damage to the rental vehicle by an **Insured Person** or at their direction;
14. The loss, damage or misplacement of vehicle entry devices including keys and remote control devices or any related consequential loss, damage or expense.

**The following vehicles are excluded from coverage under this Policy:**

1. Any vehicle, in its model year, with a Manufacturer's Suggested Retail Price (MSRP) over sixty-five thousand dollars (\$65,000) Canadian, excluding all taxes, at the place the rental agreement is signed or where the rental vehicle is picked up.
2. Vans, cargo vans or mini cargo vans (other than **Mini-Vans**);
3. Trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck;
4. Limousines;
5. **Off-Road Vehicles**;
6. Motorcycles, mopeds or motor bikes;
7. Trailers, campers, recreational vehicles or vehicles not licensed for road use;
8. Vehicles towing or propelling trailers or any other object;
9. Mini-buses or buses;
10. Exotic vehicles, meaning vehicles such as but not limited to, Aston Martin, Bentley, Excalibur, Ferrari, Lamborghini, Lotus, Maserati, Porsche, Rolls Royce, Hummer, Lincoln Navigator, Ford SportTrac;

11. Any vehicle which is either wholly or in part hand made, hand finished or has a limited production of under 2,500 vehicles per year;
12. Antique vehicles, meaning a vehicle over twenty (20) years old or which has not been manufactured for ten (10) years or more;
13. **Tax-Free Cars.**

**PART IV: IN THE EVENT OF AN ACCIDENT/THEFT**

All claims must be reported within 48 hours of the theft, loss and damage occurring by calling 1-866-363-3338 (in Canada or the United States) or by calling collect 905-403-3338 (elsewhere in the world).

Check the rental vehicle carefully for scratches or dents before and after **You** rent the vehicle. Be sure to point out where the scratches or dents are located to a **Rental Agency** representative and have him or her note these on the appropriate form and retain a copy for **Your** records.

If the vehicle has sustained damage of any kind during **Your** rental, immediately phone one of the numbers provided and do not sign a blank sales draft to cover the damage and **Loss of Use** charges or a sales draft with an estimated cost of repair and **Loss of Use** charges.

It is important to note that **You** will remain responsible for the theft, loss and damage and that **You** may be contacted in the future to answer inquiries during the claim process.

If **You** are making a claim, **Your** claim must be submitted with as much documentation as possible, as requested below, within 45 days of discovering the theft, loss and damage. **You** will need to provide all documentation within 90 days of the date of theft, loss and damage to the claims administrator at the address provided below.

Required documentation may be faxed to 1-866-228-8308 (in Canada or the United States) or collect to 905-403-2290 (elsewhere in the world). Original documentation may also be required in some instances.

The following claim documentation is required:

- **Your** CIBC Visa statement(s) if requested;
- **Your** CIBC Visa sales draft showing that the rental was paid in full with the **CIBC Eligible Visa Card**, or the CIBC Visa sales draft showing the balance of charges for the rental if a points program was used to pay for part of the rental;
- A copy of both sides of the vehicle rental agreement;
- The accident or damage report, if available;
- The itemized repair bill;
- The receipt for paid repairs;
- The police report, when available;
- A copy of **Your** billing or pre-billing statement if any repair charges were billed to **Your** account.

Forward this documentation to:

**Royal & Sun Alliance Insurance Company of Canada**  
**CIBC Auto Rental Collision/Loss Damage**  
**Claims Management Services**  
**2225 Erin Mills Parkway, Suite 1000**  
**Mississauga, Ontario L5K 2S9**

Once **You** report theft, loss or damage, a claim file will be opened and will remain open for six (6) months from the date of the theft, loss or damage.

Under normal circumstances, the claim will be paid within 15 business days after all necessary documentation has been received by the claims administrator.

If the claim cannot be assessed on the basis of the information that has been provided, it will be closed. Payment will only be made on a claim or any part of a claim that is completely substantiated as required by the claims administrator within six (6) months of the date of theft, loss and damage.

After the Company has paid **Your** claim, **Your** rights and recoveries will be transferred to the Company to the extent of the Company's payment for the theft, loss and damage incurred when the rental vehicle was **Your** responsibility. This means the Company will then be entitled, at its own expense, to sue in **Your** name. If the Company chooses to sue another party in **Your** name, **You** must give the Company all the assistance the Company may reasonably require to secure its rights and remedies. This may include providing **Your** signature on all necessary documents that enable the Company to sue in **Your** name.

**You** should use due diligence and do all things necessary to avoid or reduce any theft, loss and damage to property protected by this CIBC Auto Rental Collision/Loss Damage Insurance.

If **You** make a claim knowing it to be false or fraudulent in any respect, **You** will not be entitled to the benefits of this protection, nor to the payment of any claim made under this Policy.

**YOUR PRIVACY ON THIS INSURANCE**

Royal & Sun Alliance Insurance Company of Canada is committed to protecting **Your** privacy and the confidentiality of **Your** personal information. We will collect, use and disclose personal information for the purposes identified in our Privacy Policy. To obtain more information, **You** can review our Privacy Policy online at [www.rsagroup.ca](http://www.rsagroup.ca) or request a copy by calling 1-888-877-1710.

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