

## VISA AUTO RENTAL COLLISION/LOSS DAMAGE INSURANCE

November 1, 2002

### Certificate of Insurance

**Please read this certificate carefully.** It outlines what 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) or its 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.

Effective November 1, 2002 Royal & Sun Alliance Insurance Company of Canada (referred to in this certificate as the "Company") provides the insurance for this certificate under Policy VC200101 (referred to in this certificate as the "Policy").

**This certificate is not a contract of insurance.** It 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.

To help You understand this document, some key words have been defined below:

**“Car Sharing”** 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 U.S. Dollar Scotiabank Commercial card or who is authorized to use the card in accordance with the Cardholder agreement.

**"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 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.

**Important:** 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 loss or damage to the rental vehicle as stipulated herein.**

**“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.

**"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 (CDW) 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. Rental Agency's CDW is **not** insurance.

**“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 VISA Collision/Loss Damage Insurance program **will not** provide coverage for Tax-free cars.

**“You”/“Your”** means a U.S. Dollar Scotiabank Commercial Cardholder whose name is embossed on the card or who is authorized to use the card in accordance with the Cardholder agreement.

#### **A. VISA COLLISION/LOSS DAMAGE INSURANCE AT A GLANCE**

- Only the Cardholder may rent a vehicle and decline the Rental Agency's collision damage waiver (CDW) or an equivalent coverage offering. This coverage applies only to the Insured Person's personal and business use of the rental vehicle.
- Your U.S. Dollar Scotiabank Commercial card must be in good standing.
- You must initiate and complete the entire rental transaction with the same U.S. Dollar Scotiabank Commercial card.
- The full cost of the rental must be charged to Your U.S. Dollar Scotiabank Commercial card to activate coverage.
- Coverage is limited to one rental vehicle 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.
- The length of time You rent the same vehicle or vehicles must not exceed 48 consecutive days, which follow one immediately after the other. In order to break the consecutive day cycle, a full calendar day must exist between rental periods. If the rental period exceeds 48 consecutive days, coverage will not be provided from the first day onwards, i.e. coverage will not be provided for **either** the first 48 consecutive days or any subsequent days. 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.
- Coverage is limited to loss/damage to, or theft of a rental vehicle only up to the rental vehicle's actual cash value plus valid Loss of Use charges.

- The Cardholder must decline on the rental contract the CDW option or its equivalent offered by the Rental Agency. (The VISA Collision/Loss Damage Insurance coverage does not pay for the premium charged by the Rental Agency for the CDW offered by the Rental Agency).
- Most vehicles are covered by the Policy. (A list of vehicles excluded from this coverage is outlined in the section "**Types of Vehicles Covered**").
- The VISA Collision/Loss Damage Insurance Program will provide coverage to Cardholders when the full cost of each rental of a vehicle (per use and mileage charges) is paid for using Your U.S. Dollar Scotiabank Commercial card and the Car Sharing Program's Collision/Loss Damage Insurance is declined.
- Coverage is available except where prohibited by law.
- Claims must be reported within 48 hours of the loss/damage occurring by calling 800-847-2911 (when in Canada or the United States) or, call collect (410) 581-9994.

**PLEASE READ THE FOLLOWING COVERAGE DESCRIPTION CAREFULLY FOR MORE DETAILED INFORMATION ON CONDITIONS AND EXCLUSIONS.**

VISA Collision/Loss Damage (CLD) Insurance provides coverage when You use Your U.S. Dollar Scotiabank Commercial card to pay in full for a rental vehicle and decline the CDW (or an equivalent coverage) offered by the Rental Agency. There is no additional charge for the VISA CLD Insurance. The coverage compensates You or a Rental Agency for loss/damages 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.

**B. COLLISION/LOSS DAMAGE COVERS**

VISA CLD 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) which pays the amount for which You are liable to the Rental Agency up to the actual cash value of the damaged or stolen rental vehicle as well as valid Loss of Use charges resulting from damage or theft occurring while You are the renter of the rental vehicle.

The length of time You rent the same vehicle or vehicles must not exceed 48 consecutive days. If You rent the same vehicle or vehicles for more than 48 consecutive days, no coverage is provided for any part of your rental period.

This coverage does NOT include loss arising directly or indirectly from:

1. a replacement vehicle for which your personal automobile insurance is covering all or part of the cost of the rental;
2. third party liability;
3. personal injury or damage to property, except the rental vehicle itself or its equipment;
4. the operation of the rental vehicle at any time during which any Insured Person is driving while intoxicated or under the influence of any narcotic;
5. any dishonest, fraudulent or criminal act committed by any Insured Person;
6. wear and tear, gradual deterioration, or mechanical or electrical breakdown or failure, inherent vice or damage, insects or vermin;

7. 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 loss/damage arising while the vehicle is being operated under (a), (b) or (c) above is covered by this insurance. However, the Rental Agency's third party 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 confiscated by order of any government or public authority;
- 9. 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. 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.

### **C. WHO IS ELIGIBLE FOR COVERAGE?**

Insured Persons as defined provided that:

- 1. Your card account privileges have not been terminated or suspended, and/or
- 2. Your card account is not more than 90 days past due.

#### **D. COVERAGE ACTIVATION**

For coverage to be in effect, You must:

1. Use Your U.S. Dollar Scotiabank Commercial card to pay for the entire rental from a Rental Agency;
2. **Decline the Rental Agency's CDW option 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 CDW provided by this merchant";
  - rental vehicles which are part of prepaid travel packages are also covered if the total package was paid by Your U.S. Dollar Scotiabank Commercial card,
  - You are covered if You receive a "free rental" as a result of a promotion where You have had to make previous vehicle rentals and if each such previous rental was entirely paid for with Your U.S. Dollar Scotiabank Commercial card,
  - You are covered if You receive a "free rental" day(s) as a result of a VISA travel reward program (or other similar VISA program) for the number of days of free rental. If the free rental day(s) are combined with rental days for which You pay the negotiated rate, this entire balance must be paid by Your U.S. Dollar Scotiabank Commercial card.

#### **E. COVERAGE TERMINATION**

There is NO Coverage when:

1. The Rental Agency reassumes control of the rental vehicle;
2. This Policy is cancelled;
3. Your rental period is more than 48 consecutive days, or your rental period is extended for more than 48 consecutive days by renewing or taking out a new rental agreement with the same or another Rental Agency for the same vehicle or other vehicles;
4. Your U.S. Dollar Scotiabank Commercial card is cancelled or card privileges are otherwise terminated.

## **F. WHERE COVERAGE IS AVAILABLE**

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 Section B, Part 7 (a) (b) or (c) above).

(See the section on "**Helpful Hints**" for tips on locations where use of this coverage may be challenged and what to do when a Rental Agency makes the rental or return of a vehicle difficult.)

## **G. TYPES OF VEHICLES COVERED**

The types of rental vehicles covered include:

All cars, sport utility vehicles, and Mini-Vans (defined as vans made by an automobile manufacturer and classified by the manufacturer or a government authority as Mini-Vans made to transport a maximum of eight (8) people including the driver and which are used exclusively for the transportation of passengers and their luggage) except those excluded below.

### **The following vehicles are NOT covered:**

1. vans, cargo vans or mini cargo vans (other than Mini-Vans as described above);
2. trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck;
3. limousines;
4. off-road vehicles - meaning any vehicle used on roads that are not publicly maintained roads unless used to ingress and egress private property;
5. motorcycles, mopeds or motor bikes;
6. trailers, campers, recreational vehicles or vehicles not licensed for road use;
7. vehicles towing or propelling trailers or any other object;
8. mini-buses or buses;
9. any vehicle with a Manufacturer's Suggested Retail Price (MSRP) excluding all taxes, over sixty-five thousand dollars (\$65,000) U.S., at the time and place of loss;
10. exotic vehicles, meaning vehicles such as Aston Martin, Bentley, Bricklin, Daimler, DeLorean, Excalibur, Ferrari, Jensen, Lamborghini, Lotus, Maserati, Porsche, Rolls Royce;
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.

Luxury vehicles such as BMW, Cadillac, Lincoln and Mercedes Benz are covered as long as they meet the above requirements.

## IN THE EVENT OF AN ACCIDENT/THEFT

- **Within 48 hours**, call toll free 800-847-2911 if You are in Canada or the United States or call collect (410) 581-9994. The representative will answer Your questions and send You a claim form.
- Decide with the rental agent which one of You will make the claim.
- **If the rental agent decides to settle the claim directly**, complete the accident report claim form and assign the right for the Rental Agency to make the claim on Your behalf on the claim form or other authorized forms. It is important to note that You remain responsible for the loss/damage and that You may be contacted in the future to answer inquiries resulting from the claims process. The rental agent may fax the required documentation toll free if they are in Canada or the United States to 800-354-7017. When elsewhere the fax number is (303) 467-8678 (collect). Original documentation may also be required in some instances. (If You have any questions, are having any difficulties, or would like the claims administrator to be involved immediately, call the number provided above).
- **If You will be making the claim**, You must call the claims administrator within 48 hours of the damage/theft having occurred. Your claim must be submitted with as much documentation, requested below, as possible within 45 days of discovering the loss/damage. You will need to provide all documentation within 90 days of the date of damage or theft to the claims administrator at the address provided below.
- The following claim documentation is required:
  - the claim form, completed and signed;
  - Your VISA sales draft showing that the rental was paid in full with the VISA card, or the VISA sales draft showing the balance of charges for the rental if a points program was used to pay for part of the rental;
  - the original copy of both sides of the vehicle rental agreement ;
  - accident or damage report, if available;
  - the itemized repair bill, or if not available, a copy of the estimate;
  - receipt for paid repairs;
  - police report, when available;
  - copy of Your billing or pre-billing statement if any repair charges were billed to Your account.

Forward this documentation to:

VISA Auto Rental Collision/Loss Damage  
Insurance Claims Administrator  
655 Finley Avenue, Unit 1  
Ajax (Ontario)  
L1S 3V3

Under normal circumstances, the claim will be paid within 15 days after the claims administrator has received all necessary documentation. If the claim cannot be assessed on the basis of the information that has been provided, it will be closed.



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 loss/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.

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

You should use due diligence and do all things necessary to avoid or reduce any loss or damage to property protected by this VISA 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.

## **HELPFUL HINTS**

Before You rent a vehicle, find out if You are required to provide a deposit if You wish to decline the Rental Agency's CDW. If possible, select a Rental Agency which provides an excellent rate AND allows You to decline the CDW without having to make a deposit.

Rental Agencies in some countries may resist Your declining their CDW coverage. These Rental Agencies may try to encourage You to take their coverage or to provide a deposit. If You experience difficulty using Your VISA CLD Insurance coverage, please call toll free 800-847-2911 if You are in Canada or the United States or, call collect (410) 581-9994 and provide:

- the name of the Rental Agency involved;
- the Rental Agency's address;
- the date of the rental;
- the name of the Rental Agency representative with whom You spoke, and Your rental contract number.

The Rental Agency will then be contacted and acquainted with the VISA CLD Insurance coverage.

In certain locations, the law requires that rental agencies provide Collision Damage Coverage in the price of the vehicle rental. In these locations (and in Costa Rica or elsewhere where Cardholders may be required to accept CDW), the VISA CLD Insurance will provide coverage for any required deductible provided that all the procedures outlined in the certificate are followed and the Rental Agency's Deductible Waiver has been declined on the rental contract.

You will not be compensated for any payment You may have made to obtain the **Rental Agency's** CDW.

Check the rental vehicle carefully for scratches or dents before and after You drive the vehicle. Be sure to point out where the scratches or dents are located to a Rental Agency representative.

If the vehicle has sustained damage of any kind, 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. The rental agent may make a claim on Your behalf to recover repair and Loss of Use charges by following the procedures outlined in the section **"In the Event of an Accident/ Theft"**.