





# This is Primary Coverage.

## All drivers on the rental agreement are insured.

#### COLLISION DAMAGE INSURANCE | CERTIFICATE OF INSURANCE Policy Limit f L You are covered up to the Policy Limit for the amount you must pay to the Rental Agency in the event of a physical loss (theft) or damage to the Rental Vehicle (or CA\$50,000.00 per Policy Validity Period related fees) while the Rental Vehicle is in the care, custody or control of an Insured. This includes the following types of damage, subject to the sub-limits as Associated costs & charges relating to damage/accident Type of damage/accident Policy Limit • Damage costs relating to single vehicle & multiple Towing charges Policy Limit vehicle accidents • Salvage, fire department charges, custom duties costs Policy Limit · Theft of vehicle Policy Limit • Loss of use fees (also called "demurrage") Policy Limit · Glass/windshield damage Policy Limit • Administrative fees Policy Limit Policy Limit Tires Drop off/relocation of Rental Vehicle Policy Limit • Key Coverage Policy Limit · Credit card fees Policy Limit Policy Limit • Lock out

Insurer

Your policy is underwritten by Intact Insurance Company.



Your coverage is for a private passenger vehicle that is rented from a Rental Agency (does not include peer-to-peer rentals).

When are you not covered?

Exclusions to coverage include:

a. Any claim where you have not met the terms of your Rental Agreement.

b. When you rent a motorcycle, moped, motorbike, off-road vehicle, bus, minibus, vehicle that carries 15 or more passengers, truck, or caravan.

Please see your policy for a full list of conditions and exclusions.

"Not at fault" accidents

In the event that you have paid expenses to the Rental Agency that would be refundable because you are found to be "not at-fault", the claims team will outline a process whereby you will be reimbursed expediently.

## Countries

Policy is valid for (1) legal residents of Canada (excluding Québec) worldwide and (2) non-residents of Canada who purchase a policy while in Canada (excluding Québec). Non-residents of Canada only have coverage for damages occurring in Canada or the

Policy is not valid for legal residents of Québec or non-residents of Canada purchasing a policy while in Québec.

## **(i)** Claims

Your claim will be handled on the Insurer's behalf by RentalCover.com.

Visit rentalcover.com/claim to make a claim. Supporting documents must be provided as requested on the claims page during the claims process.

We seek to resolve all claims within 7 business days.

## **HOW TO MAKE A CLAIM**

To open a claim, you must fill out the claim form on RentalCover.com/claim explaining in detail the reason for the claim and provide the following supporting documentation:

- i. Copy of the original Rental Agreement with the Rental Agency;
- Final invoices from the Rental Agency and other suppliers (bodyshops, windshield repairers, towing companies, etc.) which show: · The cost of all repairs undertaken with regards to the Rental Vehicle; and
  - · The total charges from the Rental Agency in respect of your excess and other charges related to the covered loss;
- iii. Proof of your payment to the Rental Agency or other suppliers;
- iv. Any other document requested by your claims representative;
- v. All correspondence and documents shared between you and the Rental Agency (i.e. emails);
- vi. Accident or damage report; and
- vii. Police report, if available.

## **DESCRIPTION OF COVERAGE**

The maximum amount payable per Rental Vehicle, per Rental Period is the limit that you choose when you purchase this policy ("Policy Limit"). The Policy Limit is shown in the confirmation email and invoice that you receive after purchase. The maximum Policy Limit that can be purchased is

\$75,000. No deductible is payable by an Insured in case of an insured loss.

All amounts of insurance, premiums and other amounts expressed in this policy are in Canadian currency. If you are a legal resident of Canada (excluding Québec), you are covered up to the Policy Limit for the amount which you must pay to the Rental Agency in the event of a physical loss or damage to the Rental Vehicle anywhere in the world while the Rental Vehicle is in the care, custody or control of an Insured.

If you are not a legal resident of Canada, you are covered up to the Policy Limit for the amount which you must pay to the Rental Agency in the event of a physical loss or damage to the Rental Vehicle occurring in Canada or the United States of America while the Rental Vehicle is in the care, custody

For greater certainty, this policy does not provide any coverage to legal residents of Québec or non-residents of Canada purchasing a policy while in

This includes the following types of physical loss or damage to the Rental Vehicle, subject to the sub-limits as specified:

- Theft of Rental Vehicle: You are covered up to the Policy Limit where there is an incident of theft, vandalism or attempted theft.
- Glass/windshield damage: You are covered up to the Policy Limit for any windshield, glass or light damage costs including chips, cracks, replacement and fitting.
- Tire damage: You are covered up to the Policy Limit for tire puncture repairs or replacement costs.
- Key coverage: You are covered up to the Policy Limit for the cost of replacing a lost or stolen Rental Vehicle key, including replacement locks, locksmith charges, and key delivery costs. You must follow the guidelines prescribed by the Rental Agency.
- Lock out: You are covered up to the Policy Limit for the necessary costs incurred to open the Rental Vehicle without causing any further damage in the event that you are unintentionally locked out of the Rental Vehicle with the keys inside. The Rental Agency must approve the locksmith prior to a locksmith being called out.

This also includes the following fees, subject to the sub-limits as specified:

- Towing: You are covered up to the Policy Limit for reasonable towing costs you incur. In the event that the towing charges derive from a keyrelated issue, you must follow the process and guidelines prescribed by the Rental Agency. If a towing company attends to the Rental Vehicle rather than an authorized locksmith, and where the Rental Agency's process and guidelines have not been followed, related costs will not be recoverable through this policy.
- Salvage, fire department charges, and custom duties: You are covered up to the Policy Limit for costs relating to salvage, fire department charges, and custom duties in Canada and the United States of America.
- Loss of Use fees: You are covered up to the Policy Limit for reasonable fees you are charged by the Rental Agency for loss of use of the Rental Vehicle (also called "demurrage").
- Administrative fees: You are covered up to the Policy Limit for reasonable fees charged by the Rental Agency for processing your damage costs.
- Credit card fees: You are covered up to the Policy Limit for any reasonable credit card fees applied to damage costs and fees.
- Drop Off/Relocation of Rental Vehicle: You are covered up to the Policy Limit for any reasonable drop off charges you incur in the event of an accident that necessitates the relocation of your Rental Vehicle from the accident site.

#### **PERIOD OF COVERAGE**

Notwithstanding the Policy Validity Period, coverage for each Rental Vehicle under this policy begins the latest of:

- 1. The beginning of the Policy Validity Period;
- 2. The beginning of the Rental Period for that Rental Vehicle; or
- The time and date when an Insured takes control and possession of the Rental Vehicle.

Notwithstanding the Policy Validity Period, coverage for the Rental Vehicle under this policy ends the earliest of:

- 1. The end of the Policy Validity Period;
- 2. The time and date the Rental Agency reassumes control and possession of the Rental Vehicle at their business location or elsewhere;
- The end of the Rental Period for that Rental Vehicle; or
- The time and date the Rental Agreement for that Rental Vehicle is terminated.

For greater certainty, coverage under this policy is limited to one Rental Vehicle at a time, but is available for successive Rental Vehicles during the Policy Validity Period.

## GENERAL CONDITIONS/ELIGIBILITY REQUIREMENTS THAT APPLY TO THE WHOLE POLICY

All of the following conditions and/or eligibility requirements must be met for you to be covered by this policy:

- 1. You must be a legal resident of Canada (excluding Québec) or be physically located in Canada (excluding Québec) when purchasing this policy.
- This policy must have been purchased prior to the commencement of the Rental Period.
- The Rental Vehicle must be rented from a Rental Agency.
- Coverage is limited to one Rental Vehicle at a time.
- 5. The Rental Period for any specific Rental Vehicle cannot exceed 365 days.
- 6. No coverage is provided unless all of the terms and conditions of the Rental Agreement have been met and have not been violated.

## GENERAL EXCLUSIONS THAT APPLY TO THE WHOLE POLICY

We will not be liable to provide coverage or services or to pay claims for expenses incurred directly or indirectly as a result of or in relation to:

- 1. Third party liability (injury or damage to anyone or anything inside or outside of the Rental Vehicle);
- Accident benefits or bodily injury;
- 3. Loss, theft or damage to the personal property in the Rental Vehicle;
- 4. Expenses assumed, waived, or paid by the Rental Agency or its insurer(s);
- 5. Failure to submit your claim as soon as practicable after being charged by the Rental Agency for any amount which you claim under this policy;
- 6. Failure to notify the police or other law enforcement agency having jurisdiction of the loss if it is suspected to be due to malicious acts, burglary, robbery, theft, or attempted theft;
- 7. Damage or loss arising directly or indirectly from:
  - I. The operation of the Rental Vehicle when an Insured is driving while intoxicated or under the influence of a narcotic drug;
  - II. Any dishonest, fraudulent or criminal act committed by an Insured; III. The transportation of contraband or illegal trade;
  - IV. The transportation of property or passengers for hire;

  - Participating in a speed contest or race;
  - VI. Operation of the Rental Vehicle contrary to the terms of the Rental Agreement;
  - VII. Operation of the Rental Vehicle off of publicly maintained roads;
  - VIII. Intentional damage to or neglect of the Rental Vehicle by an Insured;
  - IX. Wear and tear, gradual deterioration, freezing, or mechanical breakdown of the Rental Vehicle;
  - X Inherent vice or damage insects or vermin:
  - XI. 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;
  - XII. Seizure or destruction under quarantine or customs regulations or confiscation by order of any government or public authority;
  - XIII. Nuclear reaction, radiation or radioactive contamination.

## **GENERAL PROVISIONS**

We will pay for an insured loss or damage up to the Policy Limit and/or up to the sub-limits as outlined in the Description of Coverage. Only an Insured may take legal action against us. For greater certainty, this policy shall in no instance be interpreted as a liability insurance policy in favour of third parties and no third party shall be authorized to make a claim or take legal action against us.

## Insurance Under More Than One Policy

If you have an active personal automobile policy that covers physical loss or damage to a Rental Vehicle, this coverage is primary. If you have coverage via your rental company or other means (including but not limited to credit card travel insurance benefits) this plan is secondary.

## Notice to Authorities

As per item 6 under "General Exclusions That Apply to the Whole Policy", where the loss is, or is suspected to be, due to malicious acts, burglary, robbery, theft, or attempted theft, you must give immediate notice of such loss to the police or other law enforcement agency having jurisdiction.

#### Due Diliaence

An Insured shall use diligence and do all things reasonable to avoid or diminish any loss or damage under this policy.

#### Subrogation

We will be entitled to assume all your rights of recovery against others and bring action in your name to enforce these rights when we make payment or assume liability under this policy. Your right to recover from us is not affected by any release from liability entered into by you prior to loss.

#### False Claim

If you knowingly make a false or fraudulent claim in any respect, you will not be entitled to any coverage or benefits under this policy nor to the payment of any claim under this policy.

#### <u>Governing Law</u>

This policy is governed by the laws of the province of Canada in which you reside or in which the policy was purchased.

In addition, this policy booklet includes the following sections that address your privacy and your rights and responsibilities as a consumer:

- 1. Intact Insurance's Privacy Promise
- 2. Code of Consumer Rights and Responsibilities
- 3. Statutory Conditions

#### **CISRO Principles Document**

Please read the CISRO Principles document.

#### About your insurance broker

Please read the About Your Insurance Broker fact sheet.

## Complaints Procedure

If at any time you have any query or complaint regarding the administration of your policy, claim or the way the policy was sold, you should in the first instance raise the issue at <a href="https://www.rentalcover.com/site/contact">www.rentalcover.com/site/contact</a> or email <a href="mailto:complaints@rentalcover.com">complaints@rentalcover.com</a> or call +1 (844) 611-2078.

#### **DEFINITIONS**

**Insured** means (1) the person named in the confirmation email you receive after purchase who presents him or herself at a Rental Agency, signs a Rental Agreement, and takes possession of a Rental Vehicle and (2) any other person who drives the same Rental Vehicle and has been listed on the Rental Agreement or has been identified in writing to the Rental Agency at the time of booking the Rental Vehicle or signing the Rental Agreement.

Loss of Use means the amount paid to the Rental Agency by an Insured when the Rental Vehicle is unavailable for rental while undergoing repairs for damage incurred during the period of coverage of this policy.

**Policy Validity Period** means the length of time for which an Insured purchases this policy, as more fully detailed in the confirmation email and invoice received by the Insured.

**Rental Agency** means a vehicle rental agency or company duly licensed to carry on a rental vehicle business in the jurisdiction where you have signed a Rental Agreement, and for greater certainty, excludes any peer-to-peer or similar vehicle rental companies or agencies.

**Rental Agreement** means the contract provided by a Rental Agency in respect to the provision of a Rental Vehicle that contains the signature of the Insured.

**RentalCover.com** refers to the website owned by Cover Genius Canada Inc., the broker, and the broker's claims administration system.

Rental Period means the length of time that an Insured agrees via the Rental Agreement to rent the Rental Vehicle from the Rental Agency.

**Rental Vehicle** means the private passenger automobile rented by an Insured from a Rental Agency at the time the Rental Agreement is signed. This does not include vehicles which belong to the following categories:

- Motorcycles, mopeds or motorbikes;
- Off-road vehicles;
- Buses or mini-buses;

   Additional than a sum of the second secon
- Vehicles that carry 15 or more passengers;

  Third by a management of the company of the com
- Trucks or caravans.

We, us or our means the company providing this insurance.

You or your refers to the Insured.

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