

## Collision Damage Waiver Coverage

This Collision Damage Waiver Coverage provides reimbursement for costs associated with the theft of, or damage to, *your rental car*. Coverage extends to most *rental cars* available through a *commercial rental car company* when coverage is purchased on a non-renewable *rental car agreement* of 31 consecutive days or less.

Benefits per Insured	Benefit Maximum
Rental Car Physical Damage or Loss	Maximum \$65,000 Canadian

**This insurance does not provide any form of third party automobile, property damage or personal injury liability insurance.**

*Your* Collision Damage Waiver Coverage provides insurance for licensed drivers who are between age 25 up to and including age 70 at the time this coverage is purchased.

For complete information, please read the *policy* of insurance below.

### Policy of Insurance

This product is underwritten by CUMIS General Insurance Company (herein called “we”, “us”, “our”), a member of the Co-operators group of companies, and administered by Allianz Global Assistance. Allianz Global Assistance is a registered business name of AZGA Service Canada Inc. and AZGA Insurance Agency Canada Ltd.

#### IMPORTANT NOTICE- PLEASE READ CAREFULLY

We have issued this *policy* of insurance to the person named on the Declaration Page (herein called “you” or “your”). If you believe that the Declaration Page we sent you is incorrect, please contact *Allianz Global Assistance* immediately at the phone number(s) listed on *your* Declaration Page.

This *policy* and *your* Declaration Page describe *your* insurance and its terms and conditions, which may limit benefits and amounts payable to you. Please read the *policy* carefully to understand the conditions of all coverage for which you have paid a premium.

## **Right to Examine this Insurance**

If *you* notify *us* that *you* are not completely satisfied with *your* purchased plan within 5 days of the date of issue of this *policy* of insurance as indicated on *your* Declaration Page, we will provide a full refund. Refunds are only available when *Allianz Global Assistance* receives *your* request for a refund prior to the *effective date* indicated on *your* Declaration Page.

## **Insured benefits under this Policy of Insurance include:**

- *Physical damage or loss* to the *rental car* that occurs while *you* are driving or while the *rental car* is left unattended during the rental period;
- Any loss of, or damage to, the *rental car* resulting from causes other than collision (for example: fire, storm, vandalism);
- Theft of the *rental car* or any of its respective parts or accessories;
- *Reasonable and customary* charges for valid loss-of-use while the *rental car* is being repaired;
- *Reasonable and customary* charges for towing the *rental car* to the nearest available facility.

The overall benefit maximum is \$65,000 Canadian for rental car *physical damage or loss*.

## **What risks are insured?**

This insurance covers reimbursement for *reasonable and customary* costs associated with theft of or damage to most *rental cars* while under *your* care, custody and control, or any other person authorized to operate the *rental car* as specified in the *rental car agreement*.

We reserve the right, in *our* sole discretion, to reject applications for coverage.

## **What must *you* do when there is theft or damage to the *rental car*?**

In the event of theft or damage to the *rental car* *you* must contact:

- *Allianz Global Assistance* as soon as possible or within 48 hours;
- the *commercial car rental company*; and
- the police or the other appropriate local authorities and obtain a written report.

**Failure to report the loss as outlined will invalidate any claim under this insurance.**

In this *policy* certain terms have defined meanings. These defined terms are as indicated on *your* Declaration Page or as below in the section titled “Definitions” and appear throughout this *policy* in italics.

## Definitions

**Accident/Accidental** - a sudden, unexpected, unintended, unforeseeable external event, occurring during the *coverage period* arising wholly from accidental means, which independently of any other cause, causes damage to the *rental car*.

**Allianz Global Assistance** - Allianz Global Assistance, *our* administrator for assistance and claims services under this *policy*.

**Antique Automobile** - an automobile that is more than 20 years old or has not been manufactured for 10 years or more.

**Commercial Car Rental Company** - a car rental agency licensed under the law of its jurisdiction.

**Contamination** - the contamination or poisoning of people by nuclear and/or chemical and/or biological substances, which causes illness and/or death.

**Coverage Period** - the time insurance is in effect, beginning on the *effective date* and ending on the *expiry date*.

**Effective Date** – means the time and date on which *you* take control of the *rental car* during the *coverage period*.

**Exotic Car** – includes automobiles manufactured by Aston Martin, Bentley, Bricklin, Daimler, De Lorean, Auburn, Excalibur, Ferrari, Jensen, BMW, Lamborghini, Lotus, Jaguar, Maserati, Porsche, Rolls Royce or any similar automobile with a market value equal to or greater than \$65,000.

**Expiry Date** - the date on which *your* coverage ends under this insurance.

**Physical Damage or Loss** – means loss or damage to the *rental car* for which *you* might be legally liable (excluding tires unless coincident with other loss or damage coverage herein) caused by fire, theft, explosion, earthquake, windstorm, hail, rising water, malicious mischief, riot, civil commotion or collision with another object or by upset.

**Policy** - this document containing the terms and conditions of this insurance and issued to *you* by *us*.

**Reasonable and Customary Charge** - a charge in an amount consistently made by other vendors/providers for a given service in the same geographic area, which reflects the complexity of the service taking into account availability of experienced personnel and/or availability of services or parts.

**Rental Car** - means a land motor vehicle with 4 wheels, that is designed for use mainly on public roads and which *you* have rented from a *commercial car rental company* for *your* personal use for the period of time shown on the *rental car agreement*.

**Rental Car Agreement** - means the entire written contract that *you* receive when renting a car from a *commercial car rental company* that describes in full all of the terms and conditions of the rental, as well as the responsibilities of all parties under the rental car agreement.

**Sanction** - any business or activity that would violate any Canadian or any other applicable national economic or trade sanction law or regulations.

**Terrorism or Act of Terrorism** - an act including, but not limited to, the use of force or violence and/or the threat thereof, including hijacking or kidnapping, of an individual or group in order to intimidate or terrorize any government, group, association or the general public, for religious, political or ideological reasons or ends, and does not include any act of war (whether declared or not), act of foreign enemies or rebellion.

**We, Us and Our** - refers to CUMIS General Insurance Company.

**You and Your** - refers to the person listed on the Declaration Page for whom the required insurance premium has been paid prior to the *effective date*.

## What Do You Need to Know?

### Are you eligible for coverage?

To be eligible for Collision Damage Waiver insurance coverage *you* must:

- be a Canadian citizen or be a permanent resident of Canada with a valid Canadian or international driver's licence.
- have *your* application for coverage accepted and the entire required premium paid prior to *your effective date* of coverage.
- at the time this insurance is purchased, be between age 25 up to and including age 70.
- rent the car in *your* name and initiate the rental transaction at the time *you* take control of the *rental car* (if arranged in advance, by booking or reserving the car rental in *your* name).
- enter into a non-renewable *rental car agreement* for a covered *rental car*, where the total rental period does not exceed 31 days and meets the following requirements:
  1. the *rental car* must be rented from a *commercial car rental company*;
  2. *you* must decline the collision damage waiver benefits (or similar provisions, such as “loss damage waiver”) offered by the *commercial car rental company* (when not prohibited by law); if such coverage from the *commercial car rental company* is *not waived*, then Collision Damage Waiver benefits are not available under this *policy* of insurance; and
  3. the *rental car* must have been operated by *you* or another person authorized to operate the *rental car* under the *rental car agreement* and in accordance with its conditions, when the loss occurs. Any additional driver authorized under the *rental car agreement* must also be between age 25 up to and

including age 70 to be covered under this insurance.

If you fail to meet the eligibility conditions as outlined above, *your* insurance is void and *our* liability is limited to a refund of the premium paid.

### When does your insurance start?

Your insurance coverage begins as soon as *you* or another person authorized to operate the *rental car* under the *rental car agreement* takes control of the *rental car*.

Coverage must be purchased and the required premium paid for the full duration of the *rental car agreement* prior to the *effective date*.

### When does your insurance end?

Your insurance ends on the earliest of:

- 23:59 on *your expiry date*; or
- the date and time when the *commercial car rental company* reassumes control of the *rental car* whether it be at their place of business or elsewhere; or
- the date and time the *rental car agreement* or contract expires or is terminated; or
- 00:01 on the 32<sup>nd</sup> consecutive day following the start of the *rental car agreement*.

### Can you obtain a refund?

Refunds are still available to *you* after the 5 day 'Right to Examine this Insurance' period if *Allianz Global Assistance* receives *your* written request for a refund before the *effective date*. *Your* request for refund will be subject to a \$25 administration fee.

## Description of Coverage

The Collision Damage Waiver benefit covers the *reasonable and customary* costs, up to the maximum of \$65,000, for *physical damage or loss* to 1 *rental car* rented by *you* from a *commercial car rental company* and occurring during the *coverage period* while the *rental car* is in *your* care, custody and control, or those persons otherwise permitted to operate the *rental car* in accordance with the *rental car agreement*.

## Collision Damage Waiver Benefit

### COVERED REASONS

Subject to the terms and conditions, *you* are covered for the following losses:

- *accidental physical damage or loss* to the *rental car*;
- damage to, or theft of the *rental car*, or any of its respective parts and/or accessories;
- *reasonable and customary commercial car rental company* charges for valid loss-of-use while the *rental car* is being repaired;
- *reasonable and customary charges* for towing the *rental car* to the nearest available facility, or if closer the nearest facility affiliated to the *commercial car rental company* from which the *rental car* was rented.

**This coverage does not provide any form of third-party automobile property damage or personal injury liability insurance.**

### COVERED BENEFITS

Coverage extends to most *rental cars* rented on a 31 day non-renewable agreement with a *commercial car rental company*. Vans are included except as defined under the section "Vans are not covered when:"

There is an overall maximum of up to \$65,000 Canadian combined for all covered benefits. *We* will pay the amount of benefit that is equal to the lesser of:

- \$65,000; or
- the *reasonable and customary* cost of repairs (including loss-of-use); or
- the actual cash value of the damaged or stolen *rental car*, less any amount or portion of the loss assumed, waived or paid by the *commercial car rental company*, its insurer, or a third-party insurer. The cash value of the *rental car* will be based on its actual cash value at the time the loss occurred.

This coverage is secondary to any other coverage *you* may have, but becomes primary in cases where there is no other applicable coverage.

### Please note: Vehicles that belong to the following categories are not covered:

- buses;
- trucks (including pick-ups) or any vehicle that can be spontaneously reconfigured into a pick-up truck;
- campers or trailers;
- vehicles towing or propelling trailers or any other object;
- off-road vehicles (Sport Utility Vehicles are covered provided they do not have an open cargo bed and/or are not used as off-road vehicles but rather are driven on maintained roads);
- motorcycles, mopeds, motorbikes and all-terrain vehicles;
- expensive or *exotic cars*,
- *antique automobiles*;
- recreational vehicles;
- leased vehicles with buyback guarantee;
- limousines (standard production models of these vehicles that are not used as limousines are not excluded provided that they are valued at less than \$65,000);
- vehicles not required to be licensed; and
- vehicles used for commercial or livery use, whether or not licensed for such use (commercial includes hauling or transporting materials or goods, necessary to or reasonable considered to be engaged in a commercial or livery use).

### Vans are not covered when:

- they are intended for private passenger use having seating for more than 8 occupants including the driver; or

- they exceed a “3/4 ton” rating; or
- are specifically designed for recreational use (such as but not limited to camping, operation on roads not maintained by a federal, provincial, state or local authority and is designed and manufactured for off road use); or
- are used for hire by others while rented by *you*.

#### **COLLISION DAMAGE WAIVER CONDITIONS AND LIMITATIONS**

1. Whether required or not by the *commercial car rental company*, *you* must:
  - examine the *rental car* and record, in writing, all existing damages before acceptance of the *rental car* (herein called the loss/damage report); and
  - keep a copy the loss/damage report for submission to *us* in the event of a claim.
2. *You* must decline the collision damage waiver benefits (or similar coverage such as “loss damage waiver”) offered by the *commercial car rental company*.
3. This coverage does not apply to *rental cars* rented for a period exceeding 31 consecutive days.
4. *You* must not undertake any repairs other than those that are immediately necessary for the protection of the *rental car* from further loss or damage, nor remove any physical evidence of the loss or damage without *our* consent
5. *We* will not pay for cost of any insurance offered by or purchased through the *commercial car rental company*, even if such cost is mandatory or included in the price of the rental.

#### **COLLISION DAMAGE WAIVER EXCLUSIONS**

*We* will not pay benefits if a claim is directly or indirectly a result of one or more of the following:

1. **Damage** - wear and tear, rusting, corrosion or freezing, gradual deterioration, mechanical breakdown, insects or vermin, inherent flaw or damage; or
2. **Violation of Rental Car Agreement** - operation of the *rental car* in violation of the terms of the *rental car agreement*; or
3. **Intentional Acts** - damage due to intentional acts, while sane or insane; or
4. **Off-road Operation** - damage caused to the *rental car* by use off of publicly maintained roads; or
5. **Speed Contests** - damage caused to the *rental car* when engaged in a speed contest; or
6. **Intoxication** - any event which occurs while *you* are under the influence of illicit drugs or alcohol (where the concentration of alcohol in *your* blood exceeds 80 milligrams of alcohol in 100 millilitres of blood) or when *you* illustrate a visible impairment due to alcohol or illicit drugs; or

7. **Drugs or Poison** - any voluntary ingestion of poison, toxic substances or non-toxic substances or drugs, sedatives or narcotics, whether illicit or prescribed, in such quantity that they become toxic, or voluntary inhalation of a gas; or
8. **Illegal Trade** - transporting contraband or illegal trade; or
9. **Criminal Offence** - committing or attempting to commit a criminal offence, or committing or provoking an assault; or
10. **War or Insurrection** - declared or undeclared war, or any act of war, riot or insurrection, or *act of terrorism*; or service in the armed forces of any country or international organization; or
11. **Confiscation** - confiscation by order of any government or public authority; or
12. **Seizure or Destruction** - seizure or destruction under a quarantine or customs regulation; or
13. **Liability** - other than for loss of or damage to the *rental car*; or
14. **Expenses** - assumed waived or paid by the *commercial car rental company* or its insurers or payable under any other insurance; or
15. **Contents** - of the *rental car*.

#### **GENERAL EXCLUSIONS**

These exclusions apply to all plan benefits and services. This insurance provides no payment for any loss arising directly or indirectly out of or as a result of the following:

1. When at the time of purchasing the *policy*, *you* were aware of something that would give rise to *you* making a claim under this policy;
2. Intentionally self-inflicted harm, suicide or attempted suicide (whether sane or insane);
3. Nuclear reaction, radiation or radioactive *contamination*;
4. Biological or chemical *contamination*;
5. Seepage, pollution or *contamination*;
6. Epidemic or pandemic;
7. Financial collapse or default of any transport, tour or accommodation provider and/or any other service providers;
8. Any unlawful acts committed by *you*, family members, or travelling companions, whether they are insured or not;
9. Your travel to a country, region or city for which the Canadian government has issued a travel advisory in writing prior *your* departure date; or
10. *Your* travel to a sanctioned country for any business or activity to the extent that such cover would violate any applicable national economic or trade sanction law or regulations.

## LIMITATIONS

1. All benefit payments under the *Policy* are in excess of similar insurance benefits payable by another insurer.
2. If *you* are eligible under more than one insurance plan for benefits, which are similar to those for which *you* are insured hereunder, the total benefits paid to *you* by all insurers cannot exceed *your* actual covered losses.
3. If *you* are covered under another *policy* issued by *us* that provides the same or similar coverage, *we* will adjust *your* claim by applying the terms and conditions of the coverage that pays the most. The amount *we* pay will not exceed *your* total monetary loss.
4. *You* must repay to *us* amounts paid or authorized for payment on *your* behalf, if *we* determine the amount is not payable under this insurance.
5. *You* shall use diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by this insurance.
6. No agent or other person has authority to accept or make representations of information or alter, modify or waive any of the provisions of the *Policy*.
7. This insurance will not pay for any interest.

## General Conditions and Limitations

*Your* insurance coverage is subject to the terms set out as follows in this document.

### GENERAL CONDITIONS AND LIMITATIONS

1. All premiums, benefit maximums and benefit payments are stated in Canadian dollars unless otherwise specified. At *our* option, *we* may pay a claim for benefits in the currency where the loss occurred or in Canadian currency.
2. Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta and British Columbia), The *Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Quebec Civil Code*.
3. *You* must submit claims to *Allianz Global Assistance* within 90 days from date of loss. If applicable law provides for a longer period, *you* must submit *your* claim within the longer period provided for by law. For *your* claim to be valid, *you* must provide all of the documents *we* require to support *your* claim.
4. *We* may void this *policy* in the case of fraud or attempted fraud by *you* or if *you* conceal or misrepresent any circumstance or fact that is material. The application for insurance must be completed fully and correctly, failing which *we* may, at *our* option, void all *your* coverage.

5. References to *your* age refer to *your* age on the date *you* applied for insurance.
6. If *you* incur losses covered by this insurance because of a third party, *we* may take legal action against that party at *our* expense. *We* have full rights of subrogation. *You* agree to allow *us* to fully assert *our* right to subrogation and to cooperate fully with *us* by delivering such documents. *You* agree to do nothing that would prejudice *our* rights to recover funds from any source.
7. Notice of Statutory Conditions - Notwithstanding any other provision herein contained, this contract is subject to the statutory conditions in the Insurance Act respecting contracts of accident insurance. This condition does not apply to the province of Quebec.

## Claim Filing Procedures

Please contact *Allianz Global Assistance* at the phone number listed on *your* Declaration Page or visit [www.allianzassistanceclaims.ca](http://www.allianzassistanceclaims.ca) to obtain a claim form.

If *you* have any questions about *your* claim, please contact [Claims@allianz-assistance.ca](mailto:Claims@allianz-assistance.ca).

All benefits will be paid in Canadian dollars unless otherwise stated. If currency conversion is necessary, *we* will use the exchange rate on the date the last service was rendered to *you*.

This insurance will not pay for any interest.

### Information to Submit When Filing a Claim

As a condition to the payment of benefits under this insurance, *we* will require certain information from *you* if *you* need to file a claim. This documentation will include, at a minimum and is not limited to, the following:

### General Documentation Requirements

1. Original receipts, invoices and itemized bills for all expenses.
2. A copy of the itemized repair estimate, final itemized repair bill and parts invoices for the *rental car*.
3. The invoice and/or receipt showing payment for the rental.
4. A copy of the loss/damage report *you* completed with the *commercial car rental company* before *your* acceptance of the *rental car*.
5. The front and back of the original opened and closed-out *rental car agreement*.
6. The fully completed claim form supplied to *you* by *Allianz Global Assistance*.
7. The original police report when the loss results in damage or theft over \$500.
8. A copy of the driver's license of the person who was driving the *rental car* at the time of *accident*.
9. Proof of coverage from other insurance or benefit plans.
10. If a charge for loss-of use is made, a copy of the *commercial car rental company's* daily utilization log from the date the *rental car* was not available for rental, to the date the *rental car* become available to rent.

**You must give written notice of a claim to *Allianz Global Assistance* no later than 30 days from the date the claim arises. You must submit proof of all claims to *Allianz Global Assistance* within 90 days from date of loss. Failure to complete the required claim and authorization form in full will delay the assessment of *your* claim.**

## Privacy Information Notice

CUMIS General Insurance Company (the “insurer”) and the insurer’s insurance administrator, *Allianz Global Assistance*, and the insurer’s agents, representatives and reinsurers (for the purpose of this Personal Information Notice collectively “we” “us” and “our”) require personal information including:

- details about you including your name, date of birth, address, telephone numbers, e-mail address, employer, and other identification
- medical records and information about you
- records that reflect your business dealings with and through us

This personal information is collected for the following insurance purposes when offering and providing insurance and related services:

- To identify and communicate with you
- To consider any application for insurance
- If approved, to issue a *Policy* or *Policy* of insurance
- To administer insurance and related benefits
- To evaluate insurance risk, manage and coordinate claims, re-price medical expenses and negotiate payment of claims expenses;
- To investigate claims and to determine eligibility for insurance benefits
- To provide assistance services
- For fraud prevention and debt collection purposes
- As required or permitted by law.

We only collect personal information necessary for insurance purposes from individuals who apply for insurance, from *Policy* or *Policy* holders, insureds and claimants. In some cases we also collect personal information from members of a *Policy* or *Policy* holder’s, insured’s or claimant’s family or their friends when they are unable, for medical or other reasons, to communicate directly with us. We also collect and disclose information for the insurance purposes from, to and with, third parties such as, but not necessarily limited to, health care practitioners and facilities in Canada and abroad, government and private health insurers and family members and friends of the insured, *Policy* or *Policy* holder or claimant. We may also use and disclose information from our existing files for the insurance purposes. Our employees who require this information for the purposes of their duties will have access to this file.

Upon your request and authorization, we may also disclose this information to other persons.

From time to time, and if permitted by applicable law, we may also collect, use or disclose personal information in order to offer additional or upgraded products and services (the “optional purposes”).

When an individual applies for, purchases, or is covered by one of our insurance policies or submits a claim for insurance benefits, he or she is presumed to consent to the personal information practices described in this notice. If an individual does not wish to have their personal information used for the

optional purposes they need only notify *Allianz Global Assistance*. A person may decline to have their information collected, used or disclosed for the insurance purposes but in that instance we will likely be unable to provide insurance and related services.

Personal information is maintained in the *Policy* or *Policy* holder’s, insured’s or claimant’s file that we establish and maintain in the offices of *Allianz Global Assistance*. In some instances we may additionally maintain or communicate or transfer information to health care and other service providers located outside of Canada. As a result, personal information may be accessible to regulatory authorities in accordance with the law of these other jurisdictions. For information about how to obtain access to written information about our policies and procedures with respect to service providers outside of Canada, please contact the Privacy Officer at [privcay@allianz-assistance.ca](mailto:privcay@allianz-assistance.ca).

We will retain the personal information we collect for a specified period of time and in a storage method appropriate with legal and our internal corporate requirements. Personal information will be securely destroyed following the expiration of the appropriate retention period.

Individuals have a right to request to access or correct personal information we have on file by contacting the Privacy Officer at [privacy@allianz-assistance.ca](mailto:privacy@allianz-assistance.ca) or by writing to:

Privacy Officer  
Allianz Global Assistance  
4273 King Street East  
Kitchener, ON  
N2P 2E9

For a complete copy of our Privacy Policy please visit [www.allianz-assistance.ca](http://www.allianz-assistance.ca).

## Questions?

If *you* have any questions or concerns about *our* products, services, *your Policy*, or claim please feel free to contact *Allianz Global Assistance* anytime:

Toll Free: 1-866-520-8823  
Collect: 1-519-742-9013  
Email: [questions@allianz-assistance.ca](mailto:questions@allianz-assistance.ca)