

## DISTRIBUTION GUIDE

**Name of the insurance product:** Collision Damage Waiver Coverage  
**Type of insurance product:** Individual Travel Insurance

**Insurer's Contact Information**

**Name:** CUMIS General Insurance Company  
**Address:** 151 N Service Road, Burlington, ON L7R 4C2  
**Telephone:** 1-800-263-9120  
**Fax:** 1-888-770-7951

**Administrator's Contact Information**

**Name:** AZGA Service Canada Inc. o/a Allianz Global Assistance  
**Address:** P.O. Box 277, Waterloo, ON N2J 4A4  
**Telephone:** 1-866-520-8823  
**Fax:** 1-519-742-2581

**Distributor's contact information:**

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_

***L'Autorité des marchés financiers (AMF) does not express an opinion on the quality of the product offered in this guide. The insurer alone is responsible for any discrepancies between the wording in the guide and the policy.***

## INTRODUCTION

This Distribution Guide will provide you with key information concerning the **Collision Damage Waiver Coverage**. This guide will inform you on the nature of coverage, as well as the exclusions and limitations that apply. The guide will allow you to determine if the product is right for you and corresponds to your needs, without the advice of an insurance advisor.

For your ease, this guide has been organized in two parts:

- **Summary:** Provides an overview of the coverage, including the key benefits, exclusions and limitations.
- **Policy Specimen (Appendix A):** Provides the full terms and conditions of the coverage.

**CAUTION:** It is important that you read both parts of the guide carefully prior to making your purchase decision. When reading the guide, you will notice that some words are printed in *bold italics*. These words are defined in the **Definitions** section of the *Policy Specimen*.

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**\*\*\*For full terms and conditions of the Collision Damage Waiver Coverage please refer to the *Policy Specimen (Appendix A)*, which attaches to and forms part of this Distribution Guide.\*\*\***

## **DESCRIPTION OF THE PRODUCT OFFERED**

### **(A) NATURE OF THE COVERAGE AND SUMMARY OF BENEFITS**

The Collision Damage Waiver Coverage provides coverage to Canadian residents for theft of or damage to most rental cars when entering into a non-renewable car rental agreement of 31 consecutive days or less.

Coverage starts on the **effective date** and ends on the **expiry date**. For the full details of these defined terms, please refer to the [Definitions section in the Policy Specimen](#).

The Right to Examine period gives the opportunity to review the policy to ensure that it meets your needs. This allows a 10 day period in which the policy can be returned after purchase for a full refund provided your refund request is received prior to the effective date.

**CAUTION:** A summary of the key benefits of each coverage is presented below. For full benefit details, please refer to the [Covered Benefits section in the Policy Specimen](#).

**\*\*\*The limit presented below identifies the maximum amount payable for eligible expenses during the policy period\*\*\*.**

<b>COVERAGE</b>	<b>DESCRIPTION</b>	<b>MAXIMUM LIMIT</b>
<b>Collision Damage Waiver</b>	Benefits are payable for <b>reasonable and customary charges</b> for physical damage or loss to one <b>rental car</b> per rental period when contracted from a <b>commercial car rental company</b> .	\$65,000 CAD
	<b>CAUTION:</b> Please refer to the <a href="#">Covered Reasons section of the Collision Damage Waiver Coverage in the Policy Specimen</a> for full details.	
	<i>Covered Reasons</i> identify circumstances or events that will trigger the Collision Damage Waiver Benefit and include, but are not limited to: <ul style="list-style-type: none"><li>• <b>Accidental</b> physical damage or loss</li><li>• Damage to, or theft of the <b>rental car</b></li><li>• Loss-of-use charges while the vehicle is repaired</li><li>• Towing charges to the nearest facility</li></ul>	
	<b>CAUTION:</b> Please refer to the <a href="#">Covered Benefits section of the Collision Damage Waiver Coverage section in the Policy Specimen</a> for full details for the types of vehicles that are and are <b>not</b> covered.	

### **(B) ELIGIBILITY**

**CAUTION:** A summary of the coverage eligibility is provided below and may not necessarily identify all details of eligibility contained in the [Policy Specimen](#).

As of the application date and the **effective date**, eligible insureds must:

- be a Canadian citizen or be permanent resident of Canada with a valid Canadian or international driver's licence;
- have had your application accepted and the entire premium paid prior to the effective date;
- at the time this insurance is purchased, be between age 25 and age 70;
- rent the car in your name and initiate the rental transaction at the time you take control of the rental car; **and**
- enter into a non-renewable **rental car agreement** for a covered rental car not exceeding 31 days and meet the following requirements:
  - the **rental car** must be rented from a **commercial car rental company**;
  - you must decline the collision damage waiver benefits or similar provision offered by the **commercial car rental company**; and
  - you or another authorized person aged 25 to 70 must operate the **rental car** under the terms and conditions of the **rental car agreement**.

**\*\*\*For full terms and conditions of the Collision Damage Waiver Coverage please refer to the [Policy Specimen \(Appendix A\)](#), which attaches to and forms part of this Distribution Guide.\*\*\***

**(C) EXCLUSIONS**

**CAUTION:** A summary of the exclusions of coverage is provided in the table below and may not necessarily identify all exclusions contained in the *Policy Specimen*.

**\*\*It is important that you read and understand the full exclusions as outlined in the *Policy Specimen* as these could cause a claim to be denied.\*\***

COVERAGE	DESCRIPTION
<p><b>Collision Damage Waiver</b> <i>Refer to the Collision Damage Waiver Exclusions section in the Policy Specimen.</i></p>	<p><b>Benefits may not be payable for losses arising from/related to:</b></p> <ul style="list-style-type: none"> <li>• Wear and tear, rusting, corrosion or freezing, gradual deterioration, mechanical breakdown, insects or vermin, inherent flaw or damage. <b>(1)</b></li> <li>• Violation of the terms of the <b>rental car agreement</b>. <b>(2)</b></li> <li>• Damage due to intentional acts. <b>(3)</b></li> <li>• Off-road operation or speed contests. <b>(4,5)</b></li> <li>• Vehicle operation while intoxicated or under the influence of alcohol or drugs. <b>(6,7)</b></li> <li>• Transporting contraband, illegal trade or any criminal activity. <b>(8, 9)</b></li> <li>• Confiscation, seizure or destruction by any government or public authority. <b>(11, 12)</b></li> <li>• Injury to any persons or damage to any property other than the rental car. <b>(13)</b></li> <li>• Contents of the rental car. <b>(15)</b></li> </ul>
<p><b>General Exclusions</b> <i>Refer to the General Exclusions section in the Policy Specimen</i></p>	<p><b>Benefits may not be payable for losses arising from/related to:</b></p> <ul style="list-style-type: none"> <li>• Awareness of an issue that would result in a claim. <b>(1)</b></li> <li>• Acts of self-inflicted harm. <b>(2)</b></li> <li>• Nuclear, biological, or pollutant contamination <b>(3, 4, 5)</b></li> <li>• Default of a travel supplier or service provider. <b>(7)</b></li> <li>• Illegal acts. <b>(8)</b></li> <li>• Travel to regions where an advisory has been issued by the Canadian government, or is sanctioned. <b>(9, 10)</b></li> </ul>

**(D) RESTRICTIONS AND LIMITATIONS**

**CAUTION:** A summary of the restrictions and limitations of the coverage is provided in the table below and may not necessarily identify all restrictions and limitations contained in the *Policy Specimen*.

**\*\*It is important that you read and understand the full limitations as outlined in the *Policy Specimen* as these could cause a claim to be restricted and/or denied.\*\***

COVERAGE	DESCRIPTION
<p><b>Collision Damage Waiver</b> <i>Refer to the Collision Damage Waiver Conditions and Limitations of the Description of Coverage section in the Policy Specimen</i></p>	<p><b>Limitations Associate with Collision Damage Waiver Coverage include:</b></p> <ul style="list-style-type: none"> <li>• The <b>rental car</b> must be examined and all existing damages must be recorded in writing before acceptance and a copy of the loss/damage report must be retained and submitted in the event of a claim.</li> <li>• Collision damage waiver benefits offered by the <b>commercial car rental company</b> must be declined.</li> <li>• The <b>rental car agreement</b> must not be longer in duration than 31 days.</li> </ul>

**\*\*\*For full terms and conditions of the Collision Damage Waiver Coverage please refer to the *Policy Specimen (Appendix A)*, which attaches to and forms part of this Distribution Guide.\*\*\***

	<ul style="list-style-type: none"> <li>• No repairs, other than those immediately necessary for the protection of the <b>rental car</b> from further loss or damage, can be completed, nor can any physical evidence of loss or damage be removed without the insurer's consent.</li> <li>• This insurance will not pay for the cost of any insurance offered by or purchased through the <b>commercial rental car company</b>, even if it is mandatory or included in the price of the rental.</li> </ul>
<p><b>General</b></p> <p><i>Refer to the Limitations section in the Policy Specimen.</i></p>	<p><b>Limitations Associated with all Coverage include:</b></p> <ul style="list-style-type: none"> <li>• Benefit payments are in excess of similar insurance benefits payable by another insurer.</li> <li>• Total benefits paid to you by all insurers cannot exceed your actual covered losses.</li> <li>• All things reasonable must be done to avoid or diminish loss or damage to property covered under this insurance.</li> <li>• This insurance will not pay for interest.</li> </ul>

**(E) OTHER INFORMATION**

**I. EXTENDING COVERAGE**

- **Prior to Departure:** If **you** travel dates change before **you** leave **your** province or territory of residence contact **your** travel insurance representative where coverage was originally purchased to change **your** coverage dates.
- **After Departure:** If **you** decide to apply for additional coverage after **you** have left **your** place of ordinary residence, **you** may apply for additional days of coverage. if:
  - the total duration of the rental agreement does not exceed 31 consecutive days.

To purchase additional coverage after **you** have left **your** place of ordinary residence, please call **your** travel insurance representative where coverage was originally purchased.

For full details, please refer to the *What must you do if you decide to extend your trip? provisions of the What Do You Need to Know? section of the Policy Specimen.*

**II. REFUNDS**

The Right to Examine period gives **you** the opportunity to review the coverage to ensure that it meets **your** needs. This allows you a 10 day period in which to return the policies **you** have purchased for a full refund provided **your** refund request is received prior to the effective date.

After the expiry of the 10 day delay, **you** may rescind the insurance at any time, subject to a \$25 administrative fee; however, premiums are **not** refundable after the **effective date**. For full details, please refer to the *Can you obtain a refund? provision of the What Do You Need to Know? section of the Policy Specimen*

**PROOF OF LOSS OR CLAIM**

**(A) SUBMISSION OF A CLAIM**

**I. IN THE EVENT OF PHYSICAL DAMAGE OR LOSS**

In the event of physical damage or loss to the **rental car**, **you** or someone on **your** behalf must notify:

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

**II. DOCUMENTATION REQUIRED TO FILE A CLAIM**

The claim procedures for the plan coverage are outlined in the *Claim Filing Procedures section of the Policy Specimen.*

Any costs incurred for documentation or required reports are **your** or the claimant's responsibility.

**\*\*\*For full terms and conditions of the Collision Damage Waiver Coverage please refer to the *Policy Specimen (Appendix A)*, which attaches to and forms part of this Distribution Guide.\*\*\***

To submit **your** claim, fill out the claim form provided by **Allianz Global Assistance** and include all original bills.

### **III. FILING A CLAIM**

To ensure prompt processing of **your** claim, please:

- Report claims to **Allianz Global Assistance** within **30 days** of the occurrence; **and**
- Submit written proof of claim within **90 days** of the occurrence.

### **(B) ASSESSMENT OF YOUR CLAIM**

#### **I. INSURER'S RESPONSE**

**Allianz Global Assistance**, on behalf of the insurer, will notify **you** of a decision to approve or decline **your** claim. The objective is to inform **you** of this decision within **10 business days** after having received all the documents required to form a decision.

All benefits will be paid within **60 days** of receiving written proof of the claim inclusive of all required supporting documentation, in Canadian dollars unless otherwise stated. If currency conversion is necessary, **Allianz Global Assistance** will use the exchange rate on the date the service was rendered to **you**. At the option of **Allianz Global Assistance**, benefits may be paid in the currency of the country where the loss occurred.

#### **II. APPEALING THE INSURER'S DECISION**

In the event that **you** are dissatisfied with the decision, **you** may present **your** claim to **Allianz Global Assistance's** Appeals Committee. **You** should submit **your** appeals in writing to **Allianz Global Assistance** with new and additional supporting documentation in accordance with the prescriptive period set out in the *Quebec Civil Code*.

If **you** are not satisfied with how **your** claim was handled, **you** have the right to request, in writing, that a copy of **your** file be transferred to the Autorité des marchés financiers (AMF) for review. **You** may also contact the Autorité des marchés financiers or **your** legal advisor at any time concerning **your** claim.

#### **III. THIRD PARTY LIABILITY**

If **you** incur losses covered by this insurance because of a third party, the insurer may take legal action against that party at its expense. The insurer has full rights of subrogation. **You** agree to allow the insurer to fully assert its right to subrogation and to cooperate fully with the insurer by delivering such documents. **You** agree to do nothing that would prejudice the insurer's rights to recover funds from any source.

### **QUESTIONS?**

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

Toll Free: 1-866-520-8823

Collect: (519) 742-9013

### **SIMILAR PRODUCTS**

There are other types of products on the market that provide similar coverage. You should check to ensure that you are not covered by another insurance offering the same coverage as the one described in this guide.

**\*\*\*For full terms and conditions of the Collision Damage Waiver Coverage please refer to the *Policy Specimen (Appendix A)*, which attaches to and forms part of this Distribution Guide.\*\*\***

## **REFERRAL TO THE AUTORITÉ DES MARCHÉS FINANCIERS**

To receive more information on the obligations of an insurer or distributor towards you, please contact:

Autorité des marchés financiers :

Place de la Cité, tour Cominar  
2640, boulevard Laurier, 4e étage  
Québec (Québec) G1V 5C1

Toll-Free: 1-877-525-0337

Québec: 418-525-0337

Montréal: 514-395-0337

Website: [www.lautorite.qc.ca](http://www.lautorite.qc.ca)

## **NOTICE OF RESCISSION OF AN INSURANCE CONTRACT**

### **NOTICE GIVEN BY A DISTRIBUTOR**

Section 440 of the Act *respecting the distribution of financial products and services*

### **THE ACT RESPECTING THE DISTRIBUTION OF FINANCIAL PRODUCTS AND SERVICES GIVES YOU IMPORTANT RIGHTS.**

- The Act allows you to rescind an insurance contract you have just signed when signing another contract, **without penalty, within 10 days of its signature**. To do so, you must give the insurer notice by registered mail within that delay. You may use the attached model for this purpose.
- Despite the rescission of the insurance contract, the first contract entered into will remain in force.
- **It is possible that you may lose advantageous conditions as a result of this insurance contract; contact your distributor or consult your contract.**
- After the expiry of the 10-day delay, you may rescind the insurance at any time; however, penalties may apply.
- Section 441 does not apply when the travel contract is for a period of 10 days or less, and if it became effective at the time of the request for cancellation of the Trip Cancellation Insurance.
- Section 441 does not apply when the Trip Cancellation Insurance contract is purchased within 11 days prior to the trip.

For further information, contact the Autorité des marchés financiers at (418) 525-0337 for the region of Quebec, (514) 395-0337 for the region of Montreal or toll-free at 1-877-525-0337.

**\*\*\*For full terms and conditions of the Collision Damage Waiver Coverage please refer to the *Policy Specimen (Appendix A)*, which attaches to and forms part of this Distribution Guide.\*\*\***

**NOTICE OF RESCISSION OF AN INSURANCE CONTRACT**

To: CUMIS General Insurance Company  
c/o Allianz Global Assistance  
P.O. Box 277 Waterloo, ON N2J 4A4

Date: \_\_\_\_\_  
(date of sending notice)

Pursuant to section 441 of the *Act respecting the distribution of financial products and services*, I hereby rescind insurance contract no.:

\_\_\_\_\_  
(policy number)

Entered into on: \_\_\_\_\_  
(date of signature on contract)

In: \_\_\_\_\_  
(place of signature of contract)

\_\_\_\_\_  
(name of client)

\_\_\_\_\_  
(signature of client)

The distributor must first complete this section.  
This document must be sent by registered mail.

Sections 439, 440, 441, 442 and 443 of the *Act* must be reproduced on the back of this notice

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**Sections of the *Act representing the distribution of financial products and services***

**439.** A distributor may not subordinate the making of a contract to the making of an insurance contract with the insurer specified by the distributor.

The distributor may not exercise undue pressure on the client or use fraudulent tactics to induce the client to purchase a financial product or service.

**440.** A distributor that, at the time a contract is made, causes the client to make an insurance contract must give the client a notice, drafted in the manner prescribed by regulation of the Authority, stating that the client may rescind the insurance contract within 10 days of signing it.

**441.** A client may rescind an insurance contract made at the same time as another contract, within 10 days of signing it, by sending notice by registered mail.

Where such an insurance contract is rescinded, the first contract retains all its effects.

**442.** No contract may contain provisions allowing its amendment in the event of rescission or cancellation by the client of an insurance contract made at the same time.

However, a contract may provide that the rescission or cancellation of the insurance contract will entail, for the remainder of the term, the loss of the favourable conditions extended because more than one contract was made at the same time.

**443.** A distributor that offers financing for the purchase of goods or services and that requires the debtor to subscribe for insurance to guarantee the reimbursement of the loan must give the debtor a notice, drawn up in the manner prescribed by regulation of the Authority, stating that the debtor may subscribe for insurance with the insurer and representative of the debtor's choice provided that the insurance is considered satisfactory by the creditor, who may not refuse it without reasonable grounds. The distributor may not subordinate the making of the contract of credit to the making of an insurance contract with the insurer specified by the distributor.

No contract of credit may stipulate that it is made subject to the condition that the insurance contract subscribed with such an insurer remain in force until the expiry of the term, or subject to the condition that the expiry of such an insurance contract will entail forfeiture of term or the reduction of the debtor's rights.

The rights of the debtor under the contract of credit shall not be forfeited when the debtor rescinds, cancels or withdraws from the insurance contract, provided that the debtor has subscribed for insurance with another insurer that is considered satisfactory by the creditor, who may not refuse it without reasonable grounds.

**APPENDIX A:**

**POLICY SPECIMEN DOCUMENT (FULL TERMS & CONDITIONS)**

## 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.

#### 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 10 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 had *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.

### What must you do if you decide to extend your trip?

If your travel dates change before you leave your province or territory of residence contact your travel insurance representative where coverage was originally purchased to change your coverage dates.

If you decide to apply for additional coverage after you have left your place of ordinary residence, you may apply for additional days of coverage if:

- the total duration of the rental agreement does not exceed 31 consecutive days.

To purchase additional coverage after you have left your place of ordinary residence, please call your travel insurance representative where coverage was originally purchased.

### Can you obtain a refund?

Refunds are still available to you after the 10 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; 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;
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 [privcay@allianz-assistance.ca](mailto:privcay@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)