

DISTRIBUTION GUIDE

Name of Insurance Product: Collision Damage Waiver Coverage
Type of Insurance Product: Individual Insurance

Insurer's Contact Information:

Name: CUMIS General Insurance Company
Address: c/o Allianz Global Assistance
P.O. Box 277
Waterloo, ON
N2J 4A4
Telephone: 1-866-520-8823
Fax: (519) 742-2581

Distributor's Contact Information

Name: _____
Address: _____
Telephone: _____
Fax: _____

The Autorité des Marchés Financiers does not express an opinion on the quality of the products offered in this guide. The insurer alone is responsible for any discrepancies between the wording of the guide and the policy.

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INTRODUCTION

CUMIS General Insurance Company is referred to in this guide as *we*, *us*, and *our*. *Allianz Global Assistance* is the registered business name for AZGA Insurance Agency Canada Ltd., and AZGA Service Canada Inc.

In this guide, *you* and *your* refer to the person(s) listed on *your* Declaration Page, when the required insurance premium has been paid for that person before the *effective date*.

This Distribution Guide will provide *you* with information concerning the Collision Damage Waiver Coverage. The guide will inform *you* as to the nature of coverage, as well as to 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 necessity of the advice of an insurance advisor.

Please refer to *your* Declaration Page to determine which coverage *you* purchased and the corresponding maximum amounts of coverage.

The *italicized* terms in this guide are defined in the « Definitions » section.

DESCRIPTION OF PRODUCTS OFFERED

(A) Nature of Coverage

Collision Damage Waiver Coverage

Under Collision Damage Waiver Coverage *we* will reimburse *you* for the covered losses *you* incur for the *physical damage or loss* of an eligible *rental car* during the *coverage period*.

(B) Summary of Specific Features

(I) Eligibility

To be eligible for coverage *you* must meet **all of the following requirements**:

- be a Canadian citizen or be a permanent resident of Canada with a valid Canadian or international driver's license;
- have *your* application for coverage accepted and the entire required premium paid prior to *your effective date*;
- be between the age of 25 up to and including age 70 at the time this insurance is purchased;
- 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); **and**
- 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.

CAUTION

References to *your* age refer to *your* age on the date *you* applied for insurance

(II) Commencement of Insurance

Your insurance starts on the *effective date* if:

- *you* or another person authorized to operate the *rental car* under the *rental car agreement* takes control of the *rental car*; **and**
- *you* pay the required premium for the full duration of *rental car agreement* prior to the *effective date*.

(III) Confirmation of Insurance

Your Declaration Page constitutes *your* confirmation of insurance.

(IV) Insurance Benefit

Collision Damage Waiver

Under Collision Damage Waiver Coverage *we* will reimburse *you* up to a maximum benefit amount of \$65,000 Canadian for the 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*.

(i) Covered Risks

You are covered for the following losses:

1. *accidental physical damage or loss* to the *rental car*;
2. damage to, or theft of the *rental car*, or any of its respective parts and/or accessories;
3. *reasonable and customary commercial car rental company* charges for valid loss-of-use while the *rental car* is being repaired; **and**
4. *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.

(ii) Covered Benefits

The following losses are covered by this insurance when *your rental car* is rented on a 31 day non-renewable agreement with a *commercial car rental company*. due to a covered risk:

The overall maximum combined benefit amount for Collision Damage Waiver Coverage is \$65,000 Canadian.

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.

CAUTION

This insurance does not provide for any third-party automobile property damage or personal injury liability insurance.

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**

CAUTION (continued)

and is designed and manufactured for off road use); or

- are used for hire by others while rented by *you*.

(V) Premiums

The required premium is indicated on *your* application form or online during *your* online application process if *you* are purchasing *your* coverage by online. Provincial sales tax will be added to the premium rate.

All premiums, benefit maximums and benefit payments are stated in Canadian dollars unless otherwise specified.

You must pay the full required premium before the *effective date*.

(C) Conditions, Exclusions and Limitations

CAUTION

(I) Conditions

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.

(II) CDW Exclusions

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

- **Damage due to:**
 - wear and tear,
 - rusting, corrosion or freezing, gradual deterioration,
 - mechanical breakdown,

CAUTION (continued)

- insects or vermin, inherent flaw or damage; or
- **Violation of Rental Car Agreement** - operation of the *rental car* in violation of the terms of the *rental car agreement*; or
- **Intentional Acts** - damage due to intentional acts, while sane or insane; or
- **Off-road Operation** - damage caused to the *rental car* by use off of publicly maintained roads; or
- **Speed Contests** - damage caused to the *rental car* when engaged in a speed contest; or
- **Intoxication** - any event occurring while *you*:
 - are under the influence of illicit drugs,
 - are under the influence of alcohol (where the concentration of alcohol in *your* blood exceeds 80 milligrams of alcohol in 100 millilitres of blood) or
 - illustrate a visible impairment due to alcohol or illicit drugs; or
- **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
- **Illegal Trade** - transporting contraband or illegal trade; or
- **Criminal Offence** - committing or attempting to commit a criminal offence, or committing or provoking an assault; or
- **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
- **Confiscation** - confiscation by order of any government or public authority; or
- **Seizure or Destruction** - seizure or destruction under a quarantine or customs regulation; or
- **Liability** - other than for loss of or damage to the *rental car*; or
- **Expenses** - assumed waived or paid by the *commercial car rental company* or its insurers or payable under any other insurance; or
- **Contents** - of the *rental car*.

(III) 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:

CAUTION (continued)

- 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;
- Intentionally self-inflicted harm, suicide or attempted suicide (whether sane or insane);
- Nuclear reaction, radiation or radioactive *contamination*;
- Biological or chemical *contamination*;
- Seepage, pollution or *contamination*;
- Epidemic or pandemic;
- Financial collapse or default of any transport, tour or accommodation provider and/or any other service providers;
- Any unlawful acts committed by *you*, family members, or travelling companions, whether they are insured or not;
- *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
- *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.

(IV) Limitations

- All benefit payments under the *Policy* are in excess of similar insurance benefits payable by another insurer.
- 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.
- 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.
- *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.
- *You* shall use diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by this insurance.
- 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*.
- This insurance will not pay for any interest.

(D) End of Insurance Coverage

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 32nd consecutive day following the start of the *rental car agreement*.

(E) Cancellation

This insurance can be cancelled by:

- *you* / the insured; **or**
- *us* / the insurer.

(i) Cancellation by You / the Insured

If *you* notify *us* that *you* are not completely satisfied with *your* purchased plan within **5 days** of the date of issue of the *Policy* of insurance as indicated on *your* Declaration Page, *we* will provide a **full refund** if:

- *you* have requested it prior to *your effective date*; **and**
- *your* request for refund will be subject to a **\$25 administration fee**.

(ii) Cancellation by Us / the Insurer.

We may void *your Policy* if:

- *you* commit fraud or attempt to commit fraud;
- *you* misrepresent any circumstance or fact that is material; **or**
- *you* conceal any circumstance or fact that is material.

We may also, at *our* option, void all *your* coverage if the application for insurance is not completed fully and correctly.

(F) Other Information

For more information regarding this insurance, please contact *Allianz Global Assistance* toll-free at 1-866-520-8823 or collect at 519-742-9013.

You can also reach *us* by e-mail at the following address: contact@allianz-assistance.ca.

PROOF OF LOSS OR CLAIM

(A) Filing a Claim

(I) Documentation Requirements to File a Claim

Please contact *Allianz Global Assistance* at 1-866-520-8823 or visit www.allianzassistanceclaims.ca to obtain a claim form.

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

The following documents must be provided for claims covered under any and all of the policies purchased:

- original receipts, invoices and itemized bills for all expenses;
- the fully completed claim form supplied to *you* by *Allianz Global Assistance*.

To process *your* claim, *we* may require:

- a copy of the itemized repair estimate, final itemized repair bill and parts invoices for the *rental car*;
- the invoice and/or receipt showing payment for the rental;
- a copy of the loss/damage report *you* completed with the *commercial car rental company* before *your* acceptance of the *rental car*;
- the front and back of the original opened and closed-out *rental car agreement*;
- the original police report when the loss results in damage or theft over \$500;
- a copy of the driver's license of the person who was driving the *rental car* at the time of *accident*;
- Proof of coverage from other insurance or benefit plans; **or**
- 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.

(II) Deadline to File a Claim

You must give notice of claim to *Allianz Global Assistance* within:

- **30 days** from date the claim arises.

You must submit claims to *Allianz Global Assistance* within:

- **90 days** from date of loss.

CAUTION

Failure to complete the required claim and authorization form in full will delay the assessment of your claim.

(B) Insurer's Response

The insurer will notify *you* in writing of a decision to approve or decline *your* claim. Such notices will be provided within **10 days** after the insurer receives all information required upon which to make a decision. Payments will be issued within **5 days** after *your* claim has been approved.

The insurer will inform *you* of a denied claim and the reasons for denial within **5 to 10 days** after having received all of the documents required to form a decision.

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*. At *our* option, *we* may pay a claim for benefits in the currency where the loss occurred or in Canadian currency.

CAUTION

This insurance will not pay for any interest.

(C) Appealing the Insurer's Decision

All disputes, controversies or claims arising under the *Policy* or otherwise in connection with the *Policy* shall be decided by arbitration which shall be binding and without recourse to the courts or to an appeal.

This arbitration shall be before a single arbitrator in the Canadian province or territory in which the *Policy* was issued under the rules embodied in the arbitration legislation of that province or territory. In the absence of such legislation, the Commercial Arbitration Act R.S.C. 1998, C.17 (second supp.), as amended shall apply.

Any action or arbitration proceeding against *us* for the recovery of a claim under the *Policy* shall not be commenced more than **one year** after the occurrence, which gives rise to the claim.

If, however, this limitation is invalid according to the laws of the province or territory where the *Policy* was issued, *you* must commence *your* action or arbitration proceeding within the shortest time permitted by the laws of that province or territory.

You may also consult the Autorité des marchés financiers or *your* own lawyer.

(D) Third Party Liability

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.

CLAIMS APPEAL PROCESS

A. Let Us Know

If *you* are not satisfied with the outcome of *your* claim, please submit a written appeal with any new information or new documentation that *you* would like *us* to consider.

Contact Details:

By Mail: Appeals Department
P.O. Box 277
Waterloo, ON
N2J 4A4

Email: Appeals@allianz-assistance.ca
Fax: 1-519-742-9471
Attention: Appeals Department

B. Contact the Ombuds Office

If *you* are not satisfied with the outcomes of the previous steps, *you* may request additional consideration of *your* concern in writing to the Ombuds Office. Please note, the Ombuds Office will only review concerns that have gone through the appropriate steps above so *you* will want to indicate with whom *you* have already spoken with.

By mail: Ombuds Office
The Co-operators Group Limited
130 Macdonell Street, Box 3608
Guelph, ON N1H 6P8

E-mail: Ombuds@cooperators.ca
Phone: 1-877-720-6733
Fax: 1-519-823-9944

After the Ombuds Office's review, *you* will receive a written response, except in the case where a simple concern can be resolved over the phone. Most investigations are completed within 30 business days of receiving *your* complaint and all supporting documentation. If this deadline cannot be met, *you* will be contacted as to why extra time is required and when *you* can expect a response.

The written response from the Ombuds Office is considered the company's final position. Unless *you* present any new and relevant information that was not previously reviewed, *your* concern will not be reopened.

C. External Recourse Options

If *we* have not been able to resolve *your* concerns to *your* satisfaction, and *you* wish to pursue the matter further, you may contact the OmbudService for Life & Health Insurance (OLHI). OLHI is an independent service that offers recourse to consumers who have not been able to resolve their complaint by dealing with their insurance company. The OmbudService may be reached at 1-888-295-8112 or through their website at www.OLHI.ca.

Note: You must follow the company's Complaint Resolution Process before OLHI will become involved.

For Quebec clients: if *you* are not satisfied with how *your* concern was handled, or the results of our investigation, the law gives *you* the right to request, in writing, that a copy of *your* concern file be transferred to the Autorité des marchés financiers (AMF). *You* can reach the AMF by calling 1-877-525-0337 or by email at renseignement-consommateur@lautorite.qc.ca

D. The Financial Consumer Agency of Canada

The Financial Consumer Agency of Canada (FCAC) provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies.

PROTECTING YOUR PERSONAL INFORMATION

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 Certificate or Policy holders, insureds and claimants. In some cases we also collect personal information from members of a Certificate 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, Certificate 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 Certificate 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 **privacy@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** 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**.

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

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.

REFERALL 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 Laurier blvd., 4th Floor
Québec, QC
Canada
G1V 5C1

Telephone Numbers:

Toll-Free:	1-877-525-0337
Québec:	418-525-0337
Montréal:	514-395-0337

Web Site

www.lautorite.qc.ca

DEFINITIONS

Defined terms are italicized in this guide.

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

This 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:

Refer to all persons listed on your Declaration Page for whom the required insurance premium has been paid before the *effective date*.

NOTICE OF RESOLUTION OF AN INSURANCE CONTRACT

NOTICE GIVEN BY A DISRIBUTOR

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 cancel 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* must use the attached model for this purpose.
- Despite the cancellation of the insurance contract, the first contract entered into will remain in force. Caution, it is possible that *you* may lose advantageous conditions as a result of this insurance contract; contact *your* distributor or consult *your* contract.
- After expiry of the 10-day delay, *you* may cancel the insurance at any time; however, penalties may apply.

For further information, contact the Autorité des marchés financiers at: 1-877-525-0337

NOTICE OF CANCELLATION OF AN INSURANCE CONTRACT

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

Fax: (519) 742-2581

Date: _____
(Date of sending of notice)

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

(Number of contract, if indicated)

Entered into on: _____
(Date of signature of contract)

In: _____
(Place of signature of contract)

(Name of client)

(Signature of client)

This document must be sent by registered mail.

(BACK)

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 or certified 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.

ACKNOWLEDGEMENT OF RECEIPT

You acknowledge receipt of this Distribution Guide upon purchasing the Collision Damage Waiver Insurance Coverage.

Date: _____
(Date of Acknowledgement of Delivery)

Distributor: _____
(Name of Distributor)

Client: _____
(Client's Signature)

(Client's Name)

(Client's Address)

This Acknowledgement of Receipt must be kept on record by the Distributor as proof that the client has received a copy of the Distribution Guide.