

# Certificate of Insurance for Collabria Credit Cards

Amended and Restated

Effective: April 1, 2023

**This Certificate of Insurance contains a clause  
which may limit the amount payable.**

This Certificate of Insurance contains information about Your insurance. Please read it carefully and keep it in a safe place. Refer to the Definitions section or to the applicable description of benefits and the paragraph following this one for the meanings of all capitalized terms.

The coverage outlined in this Certificate of Insurance is effective as of the Effective Date shown in the Definitions section and is applicable to eligible Collabria Financial Services Inc. Credit Cardholders. Please see table in Section I. Coverage by Credit Card Type to determine the coverage applicable to Your Collabria credit card.

This insurance is provided by American Bankers Insurance Company of Florida (hereinafter referred to as the "Insurer") under Group Policy number CFS062016 for U.S. Dollar credit cards, Group Policy number CFS102017 for World Mastercard®, Visa Infinite\* Card, Cash Back World Elite Mastercard, and Cash Back Visa Infinite Card, and Group Policy number CFS042015 for all other credit cards (hereinafter collectively referred to as the "Policy") issued by the Insurer to Collabria Financial Services Inc. (hereinafter referred to as the "Policyholder"). The terms, conditions and provisions of the Policy are summarized in this Certificate of Insurance, which is incorporated into and forms part of the Policy. All benefits are subject in every respect to the Policy, which alone constitutes the agreement under which benefits will be provided.

The Cardholder or a person making a claim under this Certificate may request a copy of the Policy and/or a copy of the application for this insurance, if applicable, by writing to the Insurer at the address shown below. The Insurer's Canadian head office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9. The Insurer and its affiliates carry on business in Canada under the name of Assurant®.

In no event shall a corporation, partnership or business entity be eligible for the insurance provided by this Certificate of Insurance.

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## I. Coverage by Credit Card Type

The following table indicates the coverages that apply to Your Collabria Card.

Card Type	Purchase Protection	Extended Warranty	Mobile Device Insurance	Auto Rental Collision/Loss Damage Insurance
Cash Back Mastercard	✓	✓	✓	
Cash Back Visa Card	✓	✓	✓	
Classic Mastercard	✓	✓	✓	
Visa Classic Card	✓	✓	✓	
Centra Gold Mastercard	✓	✓	✓	
Centra Visa Gold Card	✓	✓	✓	
Travel Rewards Gold Mastercard	✓	✓	✓	✓
Travel Rewards Visa Gold Card	✓	✓	✓	✓
U.S. Dollar Mastercard	✓	✓		✓
U.S. Dollar Visa Card	✓	✓		✓
World Mastercard	✓	✓	✓	✓
Visa Infinite Card	✓	✓	✓	✓
Cash Back World Elite Mastercard	✓	✓	✓	✓
Cash Back Visa Infinite Card	✓	✓	✓	✓

## 2. Definitions

The following words or phrases have the meanings set forth below:

**Accidental Damage** means damage caused by an unexpected and unintentional external event, such as drops, cracks and spills that occur during normal daily usage of the Mobile Device as the manufacturer intended.

**Account** means the Collabria Card, which must be in Good Standing with the Policyholder.

**Car Sharing** means a vehicle rental club that provides its members 24-hour access to its own fleet of cars parked in a convenient location and does not include agencies or online marketplace services which facilitate the rental of privately-owned cars, or other similar online services.

**Cardholder** means a person to whom a Collabria Card has been issued or any additional cardholder who is authorized to use the card, and whose name is embossed on the card. Cardholder may also be referred to as “You” and “Your”.

**Collabria Card** means a personal Visa Card or personal Mastercard issued by the Policyholder.

**Dollars and \$** mean Canadian dollars.

**Effective Date** means:

- **April 1, 2015** for Cash Back Mastercard, Cash Back Visa Card, Classic Mastercard, Visa Classic Card, Centra Gold Mastercard, Centra Visa Gold Card, Travel Rewards Gold Mastercard, and Travel Rewards Visa Gold Card.
- **June 30, 2016** for U.S. Dollar Mastercard and U.S. Dollar Visa Card.
- **October 1, 2017** for World Mastercard and Visa Infinite Card.
- **April 1, 2023** for Cash Back World Elite Mastercard and Cash Back Visa Infinite Card.

**Good Standing** means, with respect to an Account, that the primary Cardholder has not advised the Policyholder to close it, or the Policyholder has not suspended or revoked credit privileges or otherwise closed such Account.

**Insured Item** means a new item (a pair or set being one item) of personal property for which You use Your Collabria Card to pay the Purchase Price. Insured Item does not include items purchased by a business and/or used for business or for commercial purposes.

**Insured Person** means a Cardholder and any other person who holds a valid driver's license and has the Cardholder's express permission to operate the rental vehicle. This includes drivers not listed on Your rental contract, provided they would otherwise qualify under the rental contract.

**Loss of Use** means the amount charged by a Rental Agency to compensate it when a rental vehicle is unavailable for rental while undergoing repairs for damage incurred during the rental period.

**Mobile Device** means a new or, if purchased directly from the manufacturer or a Provider, a refurbished cellular phone, smartphone or tablet (portable single-panel touchscreen computer), which has Internet-based and/or wireless communication capabilities. Mobile Device does not include devices purchased by a business and/or used for business or for commercial purposes.

**Mysterious Disappearance** means an article of personal property cannot be located and the circumstances of its disappearance cannot be explained or do not lend themselves to a reasonable inference that a theft occurred.

**Original Manufacturer's Warranty** means an express written warranty valid in Canada and issued by the original manufacturer of the personal property, excluding any extended warranty offered by the manufacturer or any third party.

**Plan** means a fixed-term contract offered by a Provider.

**Provider** means a Canadian wireless service provider.

**Purchase Price** means the full cost of a Mobile Device or Insured Item, including any applicable taxes and less any Trade-In Credit(s) or reduced cost resulting from the redemption of store credits, gift cards, or reward point programs, and costs or fees associated with the Mobile Device or Insured Item such as insurance premiums, customs duty, delivery and transportation costs or similar costs or fees.

**Rental Agency(ies)** means an auto rental agency registered or licensed to rent vehicles. For greater certainty, the term Rental Agency refers to traditional auto rental agencies and Car Sharing programs. Rental Agency does not include agencies or online marketplace services which facilitate the rental of privately-owned vehicles, or other similar services.

**Trade-In Credit(s)** means an in-store credit or certificate issued to You by a retailer or Provider when You trade-in an old mobile device.

## 3. Purchase Protection

### Benefits

Purchase Protection coverage protects most new personal items purchased anywhere in the world by insuring them for ninety (90) days from the date of purchase in the event of loss, theft or damage when You charge the Purchase Price such item to the Account. If an Insured Item is lost, stolen or damaged, upon approval and as directed by the Insurer, You can proceed with the repair or replacement of the Insured Item. You will then be reimbursed the repair or replacement cost, not exceeding the Purchase Price, subject to the Limitations and Exclusions below. Reimbursement will be issued upon the Insurer receiving evidence that the Insured Item was repaired or replaced, and the cost of repair or replacement has been charged to the Account. If replacing the covered item, the replacement must be an identical item. If an identical item is not readily available, the replacement item must be of like kind and quality with comparable features as the original covered item.

Purchase Protection benefits are subject to a maximum of \$10,000 per Insured Item and a lifetime maximum of \$50,000 per Account. Original receipts and other documents described herein must be submitted at time of claim.

### Limitations and Exclusions

Purchase Protection coverage is in excess of any other applicable valid insurance, indemnity, warranty or protection available to You in respect of the item(s) subject to the claim.

### Purchase Protection DOES NOT Cover the Following Items:

1. travellers cheques, cash, any other negotiable instruments of any kind, bullion, rare or precious coins, stamps or documents or tickets of any kind;
2. animals or living plants;
3. golf balls or other sports equipment lost or damaged during the course of normal use;
4. mail order, internet, telephone purchases or any purchases being shipped until received and accepted by You in new and undamaged condition;
5. services, including delivery and transportation costs of items purchased;
6. automobiles, motorboats, airplanes, motorcycles, motorscooters and e-bikes, snowblowers, riding lawnmowers, golf carts, lawn tractors or any other

motorized vehicles including unmanned aerial vehicles (drones), motorized wheelchairs (except for miniature electrically powered vehicles intended for recreational use by children), or any of their respective parts or accessories that do not function independently from the motorized vehicle;

7. any consumable goods such as, but not limited to, food, liquor, cosmetics, fragrances, and in-home test kits (whether medically necessary or not);
8. jewellery, gems, watches and furs transported/stored in baggage that is not under the personal supervision of the Cardholder or the Cardholder's travelling companion;
9. used or previously owned or refurbished items;
10. antiques, collectibles and fine art; or
11. items purchased by a business and/or used for a business or commercial purpose or commercial gain.

This Policy does not provide benefits for:

1. losses resulting directly or indirectly from:
  - a. fraud, misuse or lack of care, improper installation, hostilities of any kind (including war, invasion, rebellion or insurrection), confiscation by authorities, risks of contraband, illegal activities, normal wear or tear, flood, earthquake, radioactive contamination, Mysterious Disappearance or product defects which would not have been covered by the Original Manufacturer's Warranty; or
  - b. theft or intentional or criminal acts by the Cardholder; and
2. incidental and consequential damages including bodily injury, property, punitive and exemplary damages and legal fees.

Purchase Security is not shipping insurance. Insured Items ordered by mail, internet, telephone, or Insured Items being shipped to You, are not eligible for covered under Purchase Security until delivered and accepted by You in new and undamaged condition.

## End of Coverage

Coverage under Purchase Protection ends on the earliest of:

1. 90 days after the date of purchase of an Insured Item;
2. the date the Account ceases to be in Good Standing; and
3. the date the Cardholder ceases to be eligible for coverage.

Items purchased after coverage has ended are not covered.

## How to Claim

Immediately after learning of a loss or an occurrence which may lead to a loss covered under the Policy and PRIOR to proceeding with any action, repair services, or replacement of the Insured Item, You must notify the Insurer by initiating a claim online at [cardbenefits.assurant.com](http://cardbenefits.assurant.com) or calling 1-855-255-4037.

You MUST keep ORIGINAL copies of all documents required to file a valid claim. Where claim is due to, or suspected to be caused by, fraud, malicious act, burglary, robbery, theft or attempt thereof, you MUST give immediate notice to the police or other authorities having jurisdiction.

For damage claims, You must obtain a written estimate of the cost to repair the Insured Item by a repair centre.

You will be required to submit a completed and signed claim form containing the time, place, cause and amount of loss and include the following:

1. Account statement showing Your name, account number, and charge for the Insured Item;
2. original vendor's sales receipt showing the vendor information, date, description of the item purchased, and total cost;
3. copy of written repair estimate (for damage claims);
4. photographs of the damaged Insured Item;
5. copy of the police report (for theft claims);
6. copy of a loss report or other report from the location of the occurrence, issued at the location where the Insured Item was lost, stolen, or damaged;
7. copy of Your homeowner's or renter's insurance policy or any document detailing any other insurance or protection (as described under General Provisions) and/or reimbursements received for the occurrence;
8. any other information reasonably required by the Insurer.

You are responsible for any charges incurred for the completion of all forms and the provision of all required documentation.

At the sole discretion of the Insurer, You may be required to send, at Your own expense, the damaged item on which a claim is based to the Insurer in order to support Your claim.

## 4. Extended Warranty Insurance

### Benefits

Extended Warranty coverage provides You with double the period of repair services otherwise provided by the Original Manufacturer's Warranty, to a maximum of one (1) additional year, on most personal items purchased new anywhere in the world when You charge the Purchase Price of such item to the Account.

Coverage is limited to personal items with an Original Manufacturer Warranty of five (5) years or less.

Extended Warranty benefits apply to any parts and/or labour cost resulting from mechanical breakdown or failure of an Insured Item, where such parts and/or labour cost were specifically covered under the terms of the Original Manufacturer's Warranty.

Upon approval, and as directed by the Insurer, You can proceed with the repair or replacement of the Insured Item. You will then be reimbursed the repair or replacement cost, not exceeding the Purchase Price charged to Your Collabria Card, subject to the Limitations and Exclusions below. If replacing the Insured Item, the replacement must be an identical item. If an identical item is not readily available, the replacement item must be of like kind and quality with comparable features as the original Insured Item.

Extended Warranty benefits are subject to a maximum of \$10,000 per Insured Item and a lifetime maximum of \$50,000 per Account.

Original receipts and other documents described herein must be submitted at time of claim.

### Limitations and Exclusions

Extended Warranty coverage is in excess of all other applicable valid insurance, indemnity, warranty or protection available to You in respect of the item(s) subject to the claim.

### Extended Warranty Does Not Cover The Following Items:

1. items purchased with an Original Manufacturer's Warranty of more than five (5) years;
2. automobiles, motorboats, airplanes, motorcycles, motorscooters and e-bikes, snowblowers, riding lawnmowers, golf carts, lawn tractors or any other motorized vehicles including unmanned aerial vehicles (drones), motorized wheelchairs (except for miniature electrically powered vehicles intended for recreational use by children) and any of their respective parts or accessories that do not function independently from the motorized vehicle; and
3. items purchased by a business and/or used for business or commercial purpose or commercial gain;
4. product defects or damage which would not have been covered by the Original Manufacturer's Warranty.

This Policy does not provide benefits for losses resulting directly or indirectly from any incidental and consequential damages including bodily injury, property, punitive and exemplary damages and legal fees.

The Extended Warranty coverage ends automatically upon the date when the original manufacturer ceases to carry on business for any reason whatsoever.

### End of Coverage

Coverage under Extended Warranty ends on the earliest of:

1. upon expiry of the Manufacturer's Warranty, at the end of an additional period equal to the Manufacturer's Warranty, not exceeding 1 year;
2. the date the Account ceases to be in Good Standing; and
3. the date the Cardholder ceases to be eligible for coverage.

Items purchased after coverage has ended are not covered.

### How to Claim

Immediately after learning of a loss or an occurrence which may lead to a loss covered and PRIOR to proceeding with any action or repairs/replacements, notify the Insurer by initiating a claim online at [cardbenefits.assurant.com](http://cardbenefits.assurant.com) or calling 1-855-255-4037.

Upon request by the Insurer, You may be required to obtain a written estimate of the cost to repair the Insured Item by an authorized repair centre.

You will be required to submit a completed and signed claim form containing the time, place, cause and amount of loss and include the following:

1. Account statement showing Your name, account number, and charge for the covered item;

2. original vendor's sales receipt showing the vendor information, date, description of the item purchased, and total cost;
3. copy of written repair estimate (if requested by the Insurer);
4. copy of the Original Manufacturer's Warranty;
5. copy of Your homeowner's or renter's insurance policy or any document detailing other insurance or protection and/or reimbursements received for the occurrence;
6. any other information reasonably required by the Insurer.

**You are responsible for any charges incurred for the completion of all forms and the provision of all required documentation.**

At the sole discretion of the Insurer, You may be required to send, at Your own expense, the damaged Insured Item on which a claim is based to the Insurer in order to support Your claim. Prior to proceeding with any repair services or replacement of the Insured Item, You must obtain the Insurer's approval in order to ensure the eligibility for payment of Your claim.

## 5. Mobile Device Insurance

### Eligibility

You are eligible for Mobile Device Insurance coverage when You purchase a Mobile Device anywhere in the world, provided that:

1. You charge the Purchase Price of the Mobile Device to Your Account. If the Mobile Device is equipped with cellular data technology, You must also activate Your Mobile Device with a Provider; or
2. You charge any portion of the Purchase Price that is required to be paid up-front to Your Account, fund the balance of the Purchase Price through a Plan, and charge all monthly wireless bill payments to Your Account for the duration of Your Plan; or
3. You fund the Purchase Price of the Mobile Device through a Plan and charge all monthly wireless bill payments to Your Account for the duration of Your Plan.

Original receipts and other documents described herein must be submitted at time of claim.

### Coverage Period

Coverage for Your Mobile Device will take effect on the later of:

1. thirty (30) days from the date of purchase of Your Mobile Device; and
2. the date the first monthly wireless bill payment is charged to Your Account.

Coverage for Your Mobile Device ends on the earliest of:

1. two (2) years from the date of purchase;
2. the date ONE monthly wireless bill payment was not charged to Your Account, if You are funding the cost of Your Mobile Device through a Plan;
3. the date the Account is cancelled, closed or ceases to be in Good Standing; and
4. the date the Cardholder ceases to be eligible for coverage.

### Benefits

This coverage complements but does not replace the manufacturer's warranty or warranty obligations; however, this coverage provides certain additional benefits for which the manufacturer may not provide coverage. Parts and services covered by the manufacturer's warranty and warranty obligations are the responsibility of the manufacturer only.

If a Mobile Device is lost, stolen or suffers a mechanical breakdown or Accidental Damage, the Insurer will reimburse You the lesser of its repair or replacement cost, not exceeding the depreciated value<sup>†</sup> of Your Mobile Device at time of loss, less the applicable deductible<sup>††</sup>, to a maximum of \$1,000, subject to the Limitations and Exclusions below.

<sup>†</sup>The depreciated value of Your Mobile Device at date of loss is calculated by deducting from the Purchase Price of Your Mobile Device the depreciation cost of two percent (2%) for each completed month from the date of purchase.

<sup>††</sup>The amount of the deductible is based on the Purchase Price of Your Mobile Device less any applicable taxes, as determined from the following table:

Purchase Price Less Tax	Deductible Amount
\$0.00 - \$200.00	\$25
\$200.01 - \$400.00	\$50
\$400.01 - \$600.00	\$75
\$600.01 and greater	\$100

For example, if You purchase a new Mobile Device for a total Purchase Price of \$800 (\$700 + \$100 in applicable taxes) on April 1, and file a claim on January 21 of the following year, the maximum reimbursement will be calculated as follows:

1. Calculation of the depreciated value of Your Mobile Device:

Purchase Price	\$800
Less depreciation cost	<u>-\$128 (2% X 8 months X \$800)</u>
Depreciated value	\$672

Calculation of the maximum reimbursement:

Depreciated value	\$672
Less applicable deductible	<u>-\$100</u>
Maximum reimbursement	\$572

In the event You file a repair or loss/theft claim and the total cost of repair or replacement is \$500, including applicable taxes, upon approval of Your claim, the maximum reimbursement available to You is \$500.

In the event Your Mobile Device is lost or stolen and, upon approval of Your claim, You purchase a replacement Mobile Device for a price of \$700 including applicable taxes, the maximum reimbursement available to You is \$572.

All claims are subject to the terms, conditions, and Limitations and Exclusions set out in this Certificate of Insurance. For details on how to file Your claim, please refer to the How to Claim section.

### Limitations and Exclusions

Mobile Device Insurance is in excess of any other applicable valid insurance, indemnity, warranty or protection available to You in respect of the item(s) subject to the claim. If you have one or more Collabria Card Account(s) providing Mobile Device Insurance, the maximum number of claims under all Your Accounts is limited to one (1) claim in any twelve (12) consecutive month period and two (2) claims in any forty-eight (48) consecutive month period.

Mobile Device Insurance does not cover the following:

1. accessories, whether included with Your Mobile Device in the original manufacturer's package or purchased separately;
2. batteries;
3. Mobile Devices purchased for resale;
4. Mobile Devices purchased for professional or commercial use;
5. used or previously owned mobile devices;
6. refurbished mobile devices (unless provided as a replacement for Your Mobile Device under the manufacturer's warranty or purchased directly from the original manufacturer or a Provider);
7. Mobile Devices that have been modified from their original state;
8. Mobile Devices being shipped, until received and accepted by You in new and undamaged condition; and
9. Mobile Devices stolen from baggage unless such baggage is hand carried under the personal supervision of the Cardholder or such Cardholder's travelling companion with the Cardholder's knowledge.

This Policy does not provide benefits for:

1. losses or damage resulting directly or indirectly from:
  - a) fraud, misuse or lack of care, improper installation, hostilities of any kind (including war, invasion, rebellion or insurrection), confiscation by authorities, risks of contra band, illegal activities, normal wear or tear, flood, earthquake, radioactive contamination, Mysterious Disappearance or inherent product defects;
  - b) power surges, artificially generated electrical currents or electrical irregularities;
  - c) any occurrence that results in catastrophic damage beyond repair, such as the Mobile Device separating into multiple pieces;
  - d) cosmetic damage that does not affect functionality;
  - e) software, cellular/wireless service provider or network issues; or
  - f) any illegal activity committed by the Cardholder; and
2. incidental and consequential damages including bodily injury, loss of use, property, punitive and exemplary damages and legal fees.

### How to Claim

PRIOR to proceeding with any action or repair services or replacement of the Mobile Device, You must obtain the Insurer's approval in order to ensure eligibility for payment of Your claim.

In the event of loss or theft, You must notify Your wireless provider to suspend Your wireless services within forty-eight (48) hours of the date of loss. In

addition, in the event of theft, You must also notify the police within seven (7) days of the date of loss.

Immediately after learning of a loss, or an occurrence which may lead to a loss covered under the Policy, but in no event later than fourteen (14) days from the date of loss and PRIOR to proceeding with any action or repairs/replacements, You must notify the Insurer by initiating a claim online at [cardbenefits.assurant.com](http://cardbenefits.assurant.com) or by calling 1-855-255-4037.

For mechanical failure and Accidental Damage claims, You must obtain a written estimate of the cost to repair Your Mobile Device by a repair facility authorized by the original Mobile Device manufacturer.

You will be required to submit a completed claim form containing the time, place, cause and amount of loss, and provide documentation to substantiate the claim including the following:

1. the original sales receipt or similar document detailing the date, description of Your Mobile Device, and any pay upfront amounts and Trade-In Credits;
2. a copy of Your wireless service agreement or similar document indicating the date, description for Your Mobile Device, and the non-subsidized retail cost of Your Mobile Device;
3. the date and time You notified Your wireless service provider of loss or theft;
4. a copy of the original manufacturer's warranty (for mechanical failure claims);
5. a copy of the written repair estimate provided by a repair facility authorized by the original Mobile Device manufacturer (for mechanical failure and Accidental Damage claims);
6. if You charged the full Purchase Price to Your Account, the Account statement showing the charge;
7. if Your Mobile Device was funded through a Plan, Your Account statement showing any portion of the Purchase Price paid up-front, if applicable, and the last 12 credit card statements immediately preceding the date of loss showing Your monthly wireless bill payments charged to Your Account;
8. a copy of any document detailing any other insurance benefits or protection reimbursements received for the occurrence of the loss;
9. a police report, fire loss report, or other report of the occurrence of the loss sufficient for determination of eligibility for the benefits hereunder;
10. any other information reasonably required by the Insurer.

At the sole discretion of the Insurer, You may be required to send, at Your own expense, the damaged Mobile Device on which a claim is based to the Insurer in order to support Your claim.

The Insurer will request, at its sole discretion, that You repair or replace the Mobile Device. You must charge the cost of the repair or replacement to Your Account. A replacement Mobile Device must be of the same make and model as the original Mobile Device, or in the event the same make and model is not available, of like kind and quality with comparable features and functionality as the original Mobile Device.

## **6. Auto Rental Collision/Loss Damage Insurance Eligibility**

You are eligible for Auto Rental Collision/Loss Damage coverage when You rent most private passenger vehicles for a period NOT to exceed forty-eight (48) consecutive days, provided that:

1. You initiate the rental transaction by booking or reserving the vehicle rental with Your Collabria Card and by providing the same Collabria Card as payment guarantee prior to the time You take possession of the vehicle;
2. You decline the Rental Agency's collision damage waiver (CDW) or loss damage waiver (LDW), or similar provision; and
3. You rent the vehicle in Your name and charge the entire cost of the rental vehicle to Your Account.

The entire rental transaction described above must be made with the same Collabria Card.

Rental vehicles which are part of a Car Sharing program or rental vehicles which are part of pre-paid travel packages are eligible for this Auto Rental Collision/Loss Damage coverage if the entire cost of the rental vehicle or travel package has been charged to Your Account and all other eligibility requirements were met.

"Free Rentals" are also eligible for benefits when received as the result of a promotion conditioned on Your making previous rentals, if each such previous rental met the eligibility requirements of this Certificate of Insurance.

*The length of time You rent a vehicle under this insurance must not exceed forty-eight (48) consecutive days, which includes instances where You are renting one vehicle immediately after the other. If the rental period exceeds forty-eight*

*(48) consecutive days, coverage even for the first forty-eight (48) days will not be provided.*

## **Benefits**

Subject to the terms, exclusions and limits of liability set out in this Certificate of Insurance, You are provided with the same protection against losses arising from the contractual liability assumed when renting and operating a rental vehicle as You would have if You accepted the Rental Agency's collision or loss damage waiver (or similar provision) up to the actual cash value of the damaged or stolen rental vehicle as well as any reasonable, valid and documented Loss of Use, reasonable and customary towing charges and administration charges resulting from damage or theft occurring while the rental vehicle is rented in Your name.

Benefits are limited to one vehicle rental during any one period. If during the same period more than one vehicle is rented by the Cardholder, only the first rental will be eligible for these benefits.

In some jurisdictions the law requires the Rental Agencies to include CDW/LDW in the price of the vehicle rental. In these locations, Auto Rental Collision/Loss Damage benefits under the Policy will only provide coverage for any deductible that may apply, provided all the requirements outlined in this Certificate of Insurance have been met and You have waived the Rental Agency's deductible waiver. No CDW/LDW premiums charged by the Rental Agencies will be reimbursed under the Policy.

This coverage is available on a 24-hour basis anywhere in the world, except where prohibited by law, or where the coverage is in violation of the terms of the rental contract in the jurisdiction in which it was formed. (See the section "Know Before You Go" for tips on how to avoid having use of this coverage challenged.)

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

Important: Check with Your personal insurer and the Rental Agency to ensure that You and all other drivers have adequate personal property, personal injury and third-party liability coverages. The Policy only covers loss or damage to a rental vehicle, as stipulated herein.

## **Coverage Period**

Insurance coverage begins as soon as the Cardholder or other person authorized to operate the rental vehicle takes control of the vehicle, and ends at the earliest of:

1. the date and time the Rental Agency assumes control of the rental vehicle, whether it be at its place of business or elsewhere;
2. the date the Account ceases to be in Good Standing; and
3. the date the Insured Person ceases to be eligible for coverage.

## **Know Before You Go**

While Auto Rental Collision/Loss Damage benefits provide coverage on a worldwide basis (except where prohibited by law), and the coverage is well received by car rental merchants and agencies, there is no guarantee that this coverage will be accepted at every car rental facility. Some Rental Agencies may resist Your declining their CDW/LDW coverage. They may try to encourage You to take their coverage. If You refuse, they may insist You provide a deposit.

Before booking a vehicle, confirm that the Rental Agency will accept this Auto Rental Collision/Loss Damage insurance without requiring a deposit. If they won't, find one that will, and try to get written confirmation. If booking Your trip through a travel agency let them know You want to take advantage of this Auto Rental Collision/Loss Damage insurance and have them confirm the Rental Agency's willingness to accept this coverage.

You will not be compensated for any payment You may have to make to obtain the Rental Agency's CDW/LDW.

Check the rental vehicle carefully for scratches, dents and windshield chips, and point out any damage to the Rental Agency representative before You take possession of the vehicle. Have them note the damage on the rental agreement (and take a copy with You), or ask for another vehicle.

If the vehicle sustains damage of any kind, **IMMEDIATELY PHONE THE INSURER** at one of the numbers provided below. Advise the Rental Agency that You have reported the claim and provide the Insurer's address and phone number. **Do not sign a blank sales draft to cover the damage and loss of use charges.**

## **Types of Vehicles Covered**

The types of rental vehicles covered include cars, sport utility vehicles, and minivans (as defined below).

Minivans are covered provided they are:

1. for private passenger use with seating for no more than eight (8) occupants including the driver; and
2. not to be used for hire by others.

### Types of Vehicles Not Covered

Vehicles which belong to the following categories are NOT covered:

1. any vehicle with a manufacturer's suggested retail price (MSRP), excluding taxes, over \$65,000 at the time and place of loss;
2. luxury, specialty or exotic vehicles;
3. vans (other than minivans as defined above);
4. trucks, pick-up trucks or any vehicle that can be reconfigured into a pick-up truck;
5. campers or trailers or recreational vehicles;
6. off-road vehicles;
7. motorcycles, mopeds or motorbikes;
8. customized vehicles;
9. antique vehicles;
10. leased vehicles; and
11. tax-free car.

An antique vehicle is one which is over twenty (20) years old or its model has not been manufactured for ten (10) years or more.

Limousines that have been stretched or altered from the original factory design are excluded. However, standard production models of these vehicles that are not used as limousines are not excluded.

A tax-free car is a package that provides tourists with a short-term (seventeen (17) days to six (6) months), tax-free vehicle lease agreement with a guarantee buyback.

### Limitations and Exclusions

Auto Rental Collision/Loss Damage benefits do not cover any loss caused or contributed to by:

1. operation of the rental vehicle in violation of the law or any terms and conditions of the rental agreement/contract;
2. operation of the vehicle by any driver not so authorized;
3. operation of the vehicle by any driver not in possession of a driver's license that is valid in the rental jurisdiction;
4. operation of the vehicle on other than regularly maintained roads;
5. alcohol intoxication where the driver's blood alcohol concentration is equal to or over the blood alcohol concentration limit for impaired driving under the Criminal Code of Canada or the jurisdiction in which the vehicle rental occurred, if lower; or the driver is charged for impaired driving;
6. use of narcotics by the driver;
7. nuclear reaction, radiation or radioactive contamination;
8. damage to tires unless in conjunction with an insured cause;
9. wear and tear, gradual deterioration, mechanical or electrical breakdown or failure of vehicle;
10. any damage caused by moving or transporting cargo;
11. insects or vermin;
12. inherent vice or damage;
13. hostile or warlike action, insurrection, rebellion, revolution or civil war;
14. seizure or destruction under quarantine or customs regulations or confiscation by any government or public authority;
15. transporting contraband or illegal trade;
16. transportation of property or passengers for hire; or
17. any dishonest, fraudulent or criminal act committed or attempted by the Cardholder and/or any authorized driver.

Benefits DO NOT include coverage for:

1. vehicles rented for a period that exceeds forty-eight (48) consecutive days\*, whether or not under one or more consecutive rental agreements;
2. a replacement vehicle for which Your personal auto mobile insurance, car dealer, repair shop, or other party is covering all or part of the rental cost;
3. loss or theft of personal belongings in the vehicle, including cellular telephones, portable computers, electronic and communication devices;
4. expenses assumed, waived or paid or payable by the Rental Agency or its insurer;
5. third party liability (injury to anyone or anything inside or outside the vehicle); or
6. any amount payable by Your employer or employer's insurance coverage, if the rental vehicle was for business purposes.

### How to Claim

You MUST notify the Insurer as soon as possible, and in all events within 48 hours, of the damage or theft having occurred by calling

**1-855-255-4037** from Canada and the United States, or **613-634-4956** locally or collect from elsewhere in the world to initiate Your claim with a representative. Failure to report a claim within forty-eight (48) hours may result in denial of the claim or reduction of Your benefit. The representative will provide You with a claim form or You may also access a claim form and submit all required documentation online at [cardbenefits.assurant.com](http://cardbenefits.assurant.com).

*If the vehicle sustains losses reasonably estimated to exceed \$1,000, You must obtain a police report.*

You will be required to submit a completed claim form including, but not limited to, the following documentation:

1. a copy of the driver's license of the person who was driving the vehicle at time of the accident;
2. a copy of the loss/damage report You completed with the Rental Agency;
3. a copy of a police report required when the loss results in damage or theft claimed over \$1,000;
4. a copy of Your sales receipt, and the statement of Account showing the rental charge;
5. the front and back of the original opened and closed out rental agreement;
6. a copy of the itemized repair estimate, final itemized repair bill and parts invoices;
7. original receipt(s) for any repairs for which You may have paid;
8. if Loss of Use is charged, a copy of the Rental Agency's complete daily utilization log from the date the vehicle was not available for rental, to the date the vehicle became available to rent;
9. any other information reasonably required by the Insurer.

Claims submitted with incomplete or insufficient documentation may not be paid until all required documentation is received and provided the claim can be assessed on the basis of the information provided.

### 7. General Provisions and Statutory Conditions

#### Notice and Proof of Claim

Written notice of claim (on a claim form or online at [cardbenefits.assurant.com](http://cardbenefits.assurant.com)) must be submitted as soon as reasonably possible after the occurrence or commencement of any loss covered under the Policy, but in all events, provided within ninety (90) days of the date of such loss. Written notice given by or on behalf of the claimant to the Insurer, with information sufficient to identify the Cardholder, shall be deemed notice of claim to the Insurer.

The appropriate completed and signed claim form, together with proof of loss, must be delivered as soon as reasonably possible.

Failure to provide notice or furnish proof of claim within the time prescribed herein does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one (1) year from the date a claim arises, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed. If the notice or proof is given or furnished after one (1) year, Your claim will not be paid.

#### Payment of Claim

Benefits payable under the Policy will be paid upon receipt of full written proof, as determined by the Insurer. Payment made in good faith in respect of a claim will discharge the Insurer to the extent of that claim.

No person or entity other than the Cardholder shall have any right, remedy or claim, legal or equitable, to the benefits.

#### Pair or Set

Claims for items belonging to and purchased as a pair or set will be paid for at the Purchase Price of the pair or set provided that the parts of the pair or set are unusable individually and cannot be replaced individually. Where parts of the pair or set are usable individually, liability will be limited to payment equal to the proportionate part of the Purchase Price.

#### Gifts

Mobile Devices and Insured Items that You give as gifts are covered provided the eligibility requirements are met. In the event of a claim, You, not the recipient of the gift, must make the claim for benefits.

#### Other Insurance/Protection

Mobile Device, Purchase Protection and Extended Warranty Insurance benefits are in excess of all other applicable valid insurance, indemnity, warranty or

protection available to You in respect of a loss subject to a claim under this Certificate of Insurance and includes group and individual insurance (including home and renter's insurance), credit card coverage (whether group or individual), manufacturer or retailer product protection plans and extended warranties, and any other similar insurance, protection, or reimbursement plans. The Insurer will be liable only for the amount of loss or damage over the amount covered under such other insurance, indemnity, warranty or protection and for the amount of any applicable deductible, and only if all such other coverage has been claimed under and exhausted, and further subject to the terms, exclusions and limits of liability set out in this Certificate of Insurance. This coverage will not apply as contributing insurance notwithstanding any provision in any other insurance, indemnity or protection policies or contracts.

## **Due Diligence**

You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by the Policy.

## **Subrogation**

Following payment of Your claim under the Policy, the Insurer shall be subrogated to the extent of the amount of such payment, to all of the rights and remedies You have against any party in respect of such claim, and shall be entitled, at its own expense, to sue in Your name. You shall give the Insurer all such assistance as is reasonably required to secure the Insurer's rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in Your name.

## **Termination of Insurance**

All insurance coverage under the Policy ends on the earliest of the following events:

1. the date Your Account is cancelled or closed; and
2. the date the Policy terminates.

No benefits will be paid under the Policy for loss or damage occurring after the coverage has terminated, unless otherwise specified or agreed.

## **False Claim**

If You make a claim knowing it to be false or fraudulent in any respect, You will not be entitled to the benefit of coverage under the Policy, nor to the payment of any claim made under the Policy.

## **Legal Action**

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, Limitations Act, or other applicable legislation in the Cardholder's province or territory.

## **If You Have a Concern or Complaint**

If You have a concern or complaint about Your coverage, please call the Insurer at **1-855-255-4037**. The Insurer will do its best to resolve Your concern or complaint. If for some reason the Insurer is unable to do so to Your satisfaction, You may pursue the concern or complaint in writing to an independent external organization. You may obtain detailed information for the Insurer's resolution process and the external recourse either by calling the Insurer at the number listed above or at: [assurant.ca/customer-assistance](https://assurant.ca/customer-assistance).

## **Privacy Policy**

The Insurer may collect, use, and share personal information provided by You to the Insurer, and obtained from others with Your consent, or as required or permitted by law. The Insurer may use the information to serve You as a customer and communicate with You. The Insurer may process and store Your information in another country, which may be subject to access by government authorities under applicable laws of that country. You may obtain a copy of the Insurer's privacy policy by calling **1-888-778-8023** or from the Insurer's website: [assurant.ca/privacy-policy](https://assurant.ca/privacy-policy). If You have any questions or concerns regarding the privacy policy or Your options for refusing or withdrawing this consent, You may call the Insurer at the number listed above.



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