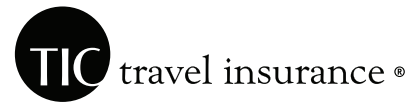


# RENTAL CAR COLLISION DAMAGE PROTECTION



Administered by TIC Travel Insurance Coordinators Ltd. Underwritten by the Sovereign General Insurance Company.

## RIGHT TO EXAMINE POLICY

Please review this policy before you travel to ensure it meets your needs. You have 10 days after purchase to return this policy for a full refund, provided your coverage has not begun. Please refer to the sections of the policy that explain when coverage begins. For refunds after coverage has begun, refer to our refund policy also explained in this document.

## IMPORTANT NOTICE

**Please read your policy carefully before you travel.**

### What am I covered for?

Coverage is different for each plan; to find out what your coverage is, please read the section titled 'Benefits' under the name of the plan(s) you have purchased. Travel insurance is intended to cover losses arising from sudden, unexpected, and unforeseeable circumstances.

### What is not covered?

Travel insurance does not cover everything. Your insurance has exclusions, conditions and limitations. You should carefully read and understand your policy before you travel.

### What if I have an emergency or claim?

You must notify TIC Emergency Assistance within 48 hours in the event of physical damage or loss to a rental vehicle (toll free 1-800-995-1662 or worldwide collect 416-340-0049). A claim form will be sent to you for completion.

### Is my personal information protected?

We are committed to protecting the privacy, confidentiality and security of the personal information we collect, use and disclose. Your personal information will be collected, used and disclosed only for the purpose of providing you with the requested insurance services. For a copy of TIC's privacy policy, please contact us or visit our website [www.travelinsurance.ca](http://www.travelinsurance.ca).

### I want to stay longer. Can I purchase further coverage?

Yes, you can, subject to policy terms and conditions. Just call your agent or TIC (during business hours) prior to the expiry of your policy. You must not have incurred any losses during the *period of coverage*. Fees will be charged.

### Travel Assistance

TIC or Co-operators Life Insurance Company will use their best efforts to provide assistance for an emergency arising anywhere in the world. They or their agents will not be responsible for the availability, quantity, quality, or results, or for failure to obtain service.

**Note:** Words in italics indicate they are defined on page 2.

## RENTAL CAR COLLISION DAMAGE PROTECTION PLAN

### ELIGIBILITY

To be eligible for this coverage a person must hold a driver's license that is valid in Canada.

### Start of Coverage and Period of Coverage

When an application has been made and the premium has been paid for this insurance, the *period of coverage* begins on the latest of the date:

- and the time the *insured* takes control of the *automobile*; or
- indicated as the *effective date* on the application.

### End of Coverage

Coverage ends on the earliest of:

- the *expiry date* indicated on the confirmation of coverage; or
- the date and time the *commercial rental agency* assumes control of the *automobile*, whether it be at their place of business or elsewhere; or

- the date and time the rental agreement or contract expires or is terminated; or
- 31 days following the *effective date* unless prior approval is received from TIC.

### DESCRIPTION OF COVERAGE

The *insurer* agrees to pay the actual cash value at the time of the loss, to a maximum amount of \$50,000, for physical damage to, or loss of, one *automobile* rented by the *insured* from a *commercial rental agency*. The loss or damage must occur after purchase of this insurance in Canada, during the *period of coverage* and while the *automobile* is in the care, custody and control of the *insured* and/or those persons otherwise permitted to operate the *automobile* in accordance with the rental contract.

### BENEFITS

The maximum benefit payable is limited to the amount which would have been payable if the *insured* had purchased rental car collision damage protection from the *commercial rental agency*, less:

- any amount payable by the *insured's* automobile insurance policy; and
- any amount assumed, waived or paid by the *commercial rental agency* or its insurer; and
- any amount payable under any other insurance, including without limitation motor vehicle insurance, policy or legislative plan.

### EXCLUSIONS

Benefits are not payable for loss or damage:

**CDW1** While sane or insane due to: emotional, mental or nervous disorders resulting from any cause, including but not limited to anxiety or depression; suicide or attempted suicide; or intentionally self-inflicted injury.

**CDW2** Resulting from an *act of war*, kidnapping, *act of terrorism* including those caused directly or indirectly by *nuclear, chemical or biological* means; riot, strike or civil commotion, unlawful visit in any country, participation in protests, participation in armed forces activities or a commercial sexual transaction or the commission or attempted commission of any criminal offence, contravention of any statutory law or regulation in the area where the loss occurred by the *insured*, a *family member* or travelling companion.

**CDW3** If at the time of the loss, evidence supports the *insured* was affected by, or the loss was in any way contributed to by, the use of alcohol, prohibited drugs, or any other intoxicant; the non-compliance with a prescribed *treatment* or medical therapy; or the misuse of medication.

**CDW4** Resulting from loss of use of the *automobile* or any administration fees.

**CDW5** Caused by, or contributed to by: mechanical fracture or breakdown of any part of the *automobile*; rusting, corrosion, wear and tear, gradual deterioration, inherent defect, freezing, conversion or any dishonest act of the *insured* or any other party of interest or any person to whom the property may be entrusted (bailors for hire excepted); or the *insured's* failure to preserve or protect the *automobile*; or the neglect or abuse of the *automobile* by the *insured* or any other person to whom the *automobile* was entrusted under the terms of the rental agreement.

**CDW6** Where at the time of loss the *automobile* was operated by an individual who does not hold a driver's license that is valid in Canada.

**CDW7** To any contents of the *automobile*.

**CDW8** To *exotic cars*.

**CDW9** Resulting from speed tests or contests.

**CDW10** Arising directly or indirectly from operation of the *automobile* contrary to the terms and conditions of the rental agreement/contract.

**CDW11** Resulting from any nuclear occurrence, however caused.

**CDW12** Where coverage is not purchased in Canada prior to the time the *insured* assumed control of the *automobile*.

## SPECIFIC CONDITIONS

1. The *insured* shall promptly file a report (see 'Claims Procedures' on page 3) of physical damage or loss with TIC and provide a written notice of loss and police report, disclosing full details, within 90 days of the date of loss.
2. The *insured* shall examine the *automobile* and file a written report of existing damage with the *commercial rental agency* prior to acceptance of the *automobile* and the *insured* shall report in writing to the *commercial rental agency* all physical damage or loss which occurs during the term of the *automobile* rental agreement or contract prior to, or upon, return of the *automobile* to the *commercial rental agency*.
3. The *insurer* shall pay any money for which it is liable under this policy within 60 days after receiving satisfactory proof of loss.
4. In the event of an *accident*, malicious act, burglary, robbery, or theft, the *insured* must immediately report to the police or other authorities having jurisdiction, full details as required by law.
5. The *insured* must decline the rental car collision damage protection offered by the *commercial rental agency*.
6. A police report must accompany any claim for reimbursement if the loss exceeds \$1,000 (CAD).
7. The *automobile* must be rented from a duly authorized *commercial rental agency*.
8. The *automobile* must not be used for carrying passengers for compensation or hire or for commercial delivery.
9. The *insured* must not be engaged in the business of renting *automobiles* in any manner whatsoever.
10. No repairs, other than those that are immediately necessary for the protection of the *automobile* from further loss or damage, shall be undertaken and no evidence of the physical damage or loss shall be removed without the consent of TIC.
11. Every action or proceeding against the *insurer* under this policy must be commenced within one year after the cause of the action arose.
12. This policy does not provide coverage in any jurisdiction where such coverage is prohibited by law.
13. This coverage must be purchased in Canada prior to the *insured* assuming control of the *automobile*.
14. The 'General Provisions' of this policy apply.

## DEFINITIONS

**Accident(al)** means a sudden, unexpected, unforeseeable, unavoidable external event.

**Act of terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof or commission or threat of a dangerous act, of any person or group(s) or government(s), committed for political, religious, ideological, social, economic or similar purposes including the intention to intimidate, coerce or overthrow a government (whether de facto or de jure) or to influence, affect or protest against any government and/or to put the civilian population, or any section of the civilian population, in fear.

**Act of war** means any loss or damage arising directly or indirectly from, occasioned by, happening through or in the consequence of war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not) by any government or sovereign, using military personnel or other agents, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

**Antique automobile** means a vehicle that is more than 20 years old or has not been manufactured for 10 years or more.

**Automobile** means a vehicle rented by the *insured* from a *commercial rental agency* for his/her personal use under a written rental agreement specifically excluding a truck, van (other than a mini-van), bus, offroad vehicle (while used as such), motorcycle, moped, motorbike, recreational vehicle, all-terrain vehicle, camper or trailer, *antique automobile*, limousine, or *exotic car*.

**Commercial rental agency** means a car rental agency or company licensed under the law of the jurisdiction (s) where it conducts business.

**Effective date** means the date and time coverage begins as provided for in the section titled 'Start of Coverage and Period of Coverage' for the specific plan purchased.

**Exotic car** includes any vehicle manufactured by Aston Martin, Bentley, Ferrari, Lamborghini, Lotus, Maybach, Maserati, Morgan, Panoz, Porsche, Rolls Royce or any similar vehicle.

**Expiry date** means the date coverage ends as indicated in the section titled 'End of Coverage' for the specific plan purchased.

**Family member** means the *insured's* legal or common-law spouse, parent, brother, sister, legal guardian, step-parent, step-child, step-brother, step-sister, aunt, uncle, niece, nephew, grandparent, grandchild, in-law, ward, natural or adopted child.

**Injury** means sudden bodily harm directly caused by or resulting from an *accident*, being a sudden and unforeseen event, excluding bodily harm that results from deliberate or voluntary action, and independent of *sickness* and all other causes.

**Insured** means an eligible person named on the application, who has been accepted by TIC or its authorized representative, and has paid the required premium for a specific plan of insurance.

**Insurer** means The Sovereign General Insurance Company.

**Nuclear, chemical or biological** means the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical agent and/or biological agent, including the resultant contamination where:

- **Nuclear** means any occurrence causing bodily *injury*, *sickness*, disease, or death or loss of or damage to property, or for loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of source, special nuclear, or by-product material.
- **Chemical agent** means any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.
- **Biological agent** means any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

**Period of coverage** means the period from the *effective date* to the *expiry date* as indicated in this policy and for which premium has been paid.

**Physical damage or loss** means loss or damage to the *automobile* for which the *insured* may be liable (excluding tires unless coincident with other covered loss or damage) caused by fire, theft, explosion, earthquake, windstorm, hail, rising water, malicious mischief, riot, civil commotion or collision with another object or by upset.

**Sickness** means illness or disease.

**Treatment** means a medical, therapeutic or diagnostic procedure prescribed, performed or recommended by a *physician* including, but not limited to, prescribed medication, investigative testing and surgery.

**Trip** means the period of travel contracted by the *insured* and for which coverage is in effect.

## GENERAL PROVISIONS

### Assignment

Any benefits payable or which may become payable under this policy cannot be assigned by the *insured*, and the *insurer* is not responsible for and will not be bound by any assignment entered into by the *insured*.

### Automatic Extension of Coverage

1. This coverage shall be automatically extended for up to 72 hours if, during the *period of coverage*, the conveyance in which the *insured* is riding or is scheduled to ride as a passenger, scheduled to arrive at destination during the *period of coverage* is delayed due to circumstances beyond their control.
2. Coverage will be automatically extended for up to 5 days if TIC determines that the *insured* is medically unfit to travel due to a covered *sickness* or *injury* on or before the coverage *expiry date*.
3. If an *insured* is hospitalized at the end of the *period of coverage*, as a result of a covered *sickness* or *injury*, this coverage will be extended

to the *insured* and *insured travelling companion(s)* remaining with the *insured* when reasonable and necessary, during the period of hospital confinement, plus 72 hours after release to travel home.

#### Benefit Payments

Unless otherwise stated, all provisions in this policy apply to each *insured* during one *period of coverage*. Benefits are only payable under one policy, for each *insured* during the *period of coverage*. If more than one TIC policy is in effect at the same time benefits will only be paid under one insurance policy, the one with the greatest sum insured. Benefits are only payable for the plans and the specific sum insured selected, paid for and accepted by TIC at the time of application. Any benefits payable do not include interest charges.

#### Claim Submission

The *insured* or claimant if other than the *insured*, shall be responsible for providing substantiating documentation from their province, territory or country of residence at the request of TIC.

Failure to provide substantiating documents shall invalidate all claims under this insurance.

#### Contract

The application, completed medical questionnaire, confirmation of coverage, this policy, any document attached to this policy when issued, and any amendment to the policy agreed upon in writing after it is issued, constitute the entire contract. Each policy or term of coverage is considered a separate contract. TIC reserves the right to decline any application or any request for extensions of coverage. No condition of this policy shall be deemed to have been waived, either in whole or in part, unless the waiver is clearly expressed in writing and signed by TIC.

#### Coordination of Benefits

Coverage under this policy is in excess of all or any existing coverage concurrently in force held by or available to the *insured* and shall not substitute for any other coverage which would have been in effect at the same time and would have been reimbursed for expenses incurred if this insurance was not in effect, including but not limited to homeowners insurance, tenants insurance, multi-risk insurance, any credit card policy or plan, third party liability insurance, group or individual basic or extended health insurance plans or contracts including any private or provincial auto insurance plan providing hospital, medical or therapeutic coverage, in force concurrently herewith.

TIC will coordinate all benefits. Reimbursement will not be made for any costs, services or supplies that any party is required to pay under a motor vehicle liability policy under the 'no-fault' benefits schedule under any Insurance Act, or for which the *insured* receives benefits from any other party.

The *insured* may not claim or receive in total, more than 100% of the loss caused by the insured event.

#### Currency

All amounts stated in the policy, including premium, are in Canadian currency. At the option of TIC, benefits may be paid in the currency of the country where the loss occurred.

#### Governing Law

This policy will be governed by the laws of the Canadian province or territory in which the *insured* normally resides, or in the case of Visitors to Canada, the Canadian province or territory where the policy was issued.

#### Language

The parties request that the policy and all related documentation be drawn in English. Les parties demandent que la présente police ainsi que toute documentation pertinente soient rédigées en anglais.

#### Misrepresentation or Nondisclosure

A failure to disclose or misrepresentation of any material fact by the *insured*, or fraud, either at the time of application or at the time of claim, shall render the entire contract null and void, and any claim submitted thereunder shall not be payable. Where there is an error as to the *insured's* age, provided that the insured is within the insurable age limits, the premiums will be adjusted according to the *insured's* correct age.

#### Premiums

The total premium amount is due and payable at the time of application.

#### Subrogation (Right of Recovery)

In the event of any payment of benefits under this policy, TIC shall subrogate to all the rights of the *insured* including without limitation,

the right to proceed in the *insured's* name, but at the *insurer's* cost, against any third party that may be responsible for giving rise to a claim under this policy. The *insured* shall execute all documents required and shall co-operate fully with the *insurer* to secure such rights. The *insured* shall do nothing after the loss to prejudice the *insurer's* right of recovery.

#### Time

Expiry time of coverage is the time within the time zone where the *insured* was residing when the application was made.

#### REFUNDS

Refunds can be requested when the entire *trip* is cancelled prior to the *effective date*. Premium refunds must be obtained from the agent where coverage was originally purchased unless purchased directly from TIC. There will be no refund of premium if any claim has or will be made against this insurance. Premiums, which are 100% refundable, are subject to a \$10 administration fee, except when cancelled during the 10 day examination period. Partial cancellations are charged a \$25 administration fee. These fees are deducted from the net premium to be refunded. Premiums less than \$10 will not be refunded.

#### CLAIMS PROCEDURES

##### Important Notes:

1. In the event of physical damage or loss to a rental *automobile* for which coverage has been purchased, the *insured* must contact **TIC Travel Insurance Coordinators Ltd.** within 48 hours.
2. Written proof of claim must be submitted within 90 days of occurrence.

The *insured* will be sent a claim form, which must be completed and submitted with all the following documents to:

##### SUBMIT CLAIMS TO:

###### TIC Claims Department

1200 – 438 University Avenue  
Toronto, Ontario, Canada M5G 2K8  
Collect worldwide: 416-340-8809  
Toll free Canada/U.S.A.: 1-800-869-6747

##### When submitting your claim please include:

1. A copy of the driver's license of the person who was driving/operating the *automobile* at the time of the *accident/loss*.
2. A copy of the loss/damage report the *insured* completed with the *commercial rental agency*.
3. A copy of the police report is required when the loss results in damage or theft over \$1,000 (CAD).
4. A copy of the itemized repair estimate, final itemized repair bill and parts invoices and original receipts for any repairs, which the *insured* may have paid.
5. A copy of the rental agreement from the *commercial rental agency*.

#### STATUTORY CONDITIONS

Notwithstanding any other provisions herein contained, this contract is subject to the Statutory Conditions in The Insurance Act respecting contracts of damage insurance. For Québec residents, notwithstanding any other provisions herein contained, this contract is subject to the mandatory provisions of the Civil Code of Québec respecting contracts of damage insurance.

In witness whereof, CO-OPERATORS LIFE INSURANCE COMPANY has caused this policy to be signed by its COO and Senior Vice President.

##### Administered by:

TIC Travel Insurance Coordinators Ltd.  
1200 – 438 University Avenue  
Toronto, Ontario  
Canada M5G 2K8

##### Underwritten by:

The Sovereign General Insurance Company  
500 – 6700 Macleod Trail S.E.  
Calgary, Alberta  
Canada T2H 0L3