

# RBC ROYAL BANK® BRITISH AIRWAYS VISA\* PLATINUM

## AUTO RENTAL COLLISION/LOSS DAMAGE INSURANCE

### CERTIFICATE OF INSURANCE

EFFECTIVE JUNE 1, 2009

**IMPORTANT – PLEASE READ:** This Certificate of Insurance is a valuable source of information and contains provisions that may limit or exclude coverage. Please read this Certificate of Insurance, keep it in a safe place and carry it with *you* when *you* travel.

#### INTRODUCTION

RBC General Insurance Company (referred to in this Certificate as the “Insurer”) has issued group insurance policy F-2000375-A to Royal Bank of Canada (“Royal Bank”) to cover expenses related to Auto Rental Collision/Loss or Damage. All *covered persons* are clients of the Insurer.

#### HOW TO OBTAIN ASSISTANCE

If *you* require assistance or have questions about *your* coverage, call:

**1-800-533-2778 toll-free from the US & Canada, or  
905-816-2581 collect from anywhere in the world.**

#### HELPFUL INFORMATION ABOUT AUTO RENTAL COLLISION/LOSS DAMAGE INSURANCE

- This Certificate of Insurance does **not** cover third party liability coverage. Check with *your* personal automobile insurer and the *rental agency* to ensure that *you* and all other drivers have adequate third party liability, personal injury and damage to property coverage.
- This insurance is effective when the full cost of *your* rental vehicle issued by a *rental agency* is paid with *your* RBC Royal Bank British Airways Visa Platinum card and/or RBC Rewards® points. If only a partial payment is made using RBC Rewards points, the entire balance of that rental vehicle must be paid using *your* RBC Royal Bank British Airways Visa Platinum card in order to be covered.
- The length of time *you* rent the same vehicle must not exceed forty-eight (48) consecutive days, which shall follow one immediately after the other. In order to break the consecutive day cycle, a full calendar date must exist between rental periods. Coverage may not be extended for more than forty-eight (48) consecutive days by renewing or taking out a new rental agreement with the same or another *rental agency* for the same vehicle or another vehicle.
- If the *covered person* does not decline the *rental agency's* CDW option or its equivalent, this Certificate of Insurance is secondary coverage and will cover the deductible amount in the event of a claim.

- Most vehicles are covered by this Certificate of Insurance, but there are some exclusions. (A list of vehicles excluded from this coverage is outlined in the section “What is not covered?”).
- Coverage is available except where prohibited by law.
- Check the rental vehicle carefully for scratches or dents before and after *you* drive the vehicle. Be sure to point out where the scratches or dents are located to a *rental agency* representative.
- If the vehicle has sustained damage of any kind, call 1-800-533-2778 (in Canada or the United States) or (905) 816-2581 (collect) immediately.
- Do not sign a blank sales draft to cover the damage and *loss of use* charges or a sales draft with an estimated cost of repair and *loss of use* charges. The rental agent may make a claim on *your* behalf to recover repair and *loss of use* charges by following the procedures outlined in the section “What should *you* do if *you* have a claim?”
- Claims must be reported within forty-eight (48) hours of the loss/damage occurring by calling 1-800-533-2778 (when in Canada or the United States) or (905) 816-2581 (collect).
- It is important that *you* read and understand *your* Certificate of Insurance as *your* coverage is subject to certain limitations or exclusions.

## DEFINITIONS

Throughout this document, all *italicized* terms have the specific meaning explained below.

***Additional cardholder*** means a *co-applicant* or an *authorized user*.

***Applicant*** means a person who has signed and/or submitted an application as the primary cardholder for an RBC<sup>®</sup> Royal Bank British Airways Visa Platinum card, to whom a card has been issued and in whose name the card account is established. An *applicant* does not include an *additional cardholder*. An *applicant* must be a *permanent resident* of Canada.

***Authorized user*** means a person, other than the *applicant* and the *co-applicant*, to whom an RBC Royal Bank British Airways Visa Platinum card has been issued at the request of the *applicant* or the *co-applicant*.

***Car sharing*** means a car rental club that gives its members twenty-four (24)-hour access to a fleet of cars parked in a convenient location.

***Co-applicant*** means a person who has signed and/or submitted an application for an RBC Royal Bank British Airways Visa Platinum card as the *co-applicant*, and to whom a card has been issued. A *co-applicant* must be a *permanent resident* of Canada.

**Covered person** means:

1. The *applicant* or *additional cardholder*, who presents in person at the *rental agency*, signs the rental contract and takes possession of the rental vehicle. A *covered person* may be referred to as "*you*" or "*your*" or "*yourself*".
2. Any other person who drives the same rental vehicle with *your* permission whether or not such person has been listed on the rental vehicle contract or has been identified to the *rental agency* at the time of making the rental. However, *you* and all drivers must otherwise qualify under and follow the terms of the rental contract and must be legally licensed and permitted to drive the rental vehicle under the laws of the jurisdiction in which the rental vehicle shall be used.

**Loss of use** means the amount paid to a *rental agency* to compensate it when a rental vehicle is unavailable for rental while undergoing repairs for damage incurred during the rental period.

**Mini-van** means a van made by an automobile manufacturer and classified by the manufacturer or a government authority as a *mini-van* made to transport a maximum of eight (8) people including the driver and which are used exclusively for the transportation of passengers and their luggage.

**Permanent resident** means a person who resides in Canada for at least six (6) months of the year. However, individuals otherwise eligible for coverage who are members of the Canadian Foreign Service need not satisfy this requirement.

**Rental agency (or rental agencies)** means a vehicle *rental agency* licensed to rent vehicles and which provides a rental agreement. For greater certainty, throughout this Certificate of Insurance, the terms 'rental company' and '*rental agency*' refer to both traditional vehicle rental agencies and *car sharing* programs.

**Rental agency's CDW** means an optional Collision Damage Waiver ("CDW") or similar waiver offered by rental companies and *rental agencies* that relieves renters of financial responsibility if the vehicle is damaged or stolen while under rental contract. The *rental agency's CDW* is **not** insurance.

**Tax-free car** means a *tax-free car* package that provides tourists with a short-term (seventeen (17) days to six (6) months) tax-free vehicle lease agreement with a guaranteed buyback. The Insurer **will not** provide coverage for *tax-free cars*.

## WHEN DOES COVERAGE BEGIN AND END?

Upon taking possession of the rental vehicle, coverage begins when:

1. You use *your* RBC Royal Bank British Airways Visa Platinum card and/or RBC Rewards points to pay for the entire cost of the rental from a *rental agency*.
  - If only a partial payment is made using RBC Rewards points, the entire balance of that rental must be paid using *your* RBC Royal Bank British Airways Visa Platinum card in order to be covered.
2. You decline the *rental agency's CDW* option or similar coverage offered by the *rental agency* on the rental contract. If there is no space on the vehicle rental contract for *you*

to indicate that *you* have declined the coverage, then indicate in writing on the contract "I decline CDW provided by this merchant". (Note: If *you* decide to purchase the *rental agency's CDW* option or similar coverage, then this Certificate of Insurance will only cover *your* deductible in the event of a claim provided all terms and conditions of this coverage are met.)

Coverage ends individually, for each *covered person*, on the earliest of:

1. The date and time the *rental agency* reassumes control of the rental vehicle;
2. The date upon which *your* rental period exceeds forty-eight (48) consecutive days or *your* rental period is extended for more than forty-eight (48) consecutive days by renewing or taking out a new rental agreement with the same or another *rental agency* for the same vehicle or other vehicles;
3. The date the group insurance policy is cancelled by the Insurer or Royal Bank. However, such cancellation of coverage shall not apply to travel arrangements charged to *your* RBC Royal Bank British Airways Visa Platinum card prior to the cancellation date of the group insurance policy;
4. The date *your* RBC Royal Bank British Airways Visa Platinum account is sixty (60) days past due;
5. The date *your* RBC Royal Bank British Airways Visa Platinum card is cancelled or card privileges are otherwise terminated;
6. The date Royal Bank receives written notice from *you* that *you* choose to cancel *your* RBC Royal Bank British Airways Visa Platinum card.

## WHAT IS COVERED AND WHAT ARE THE BENEFITS?

When *you* pay for the entire cost of the rental vehicle using *your* RBC Royal Bank British Airways Visa Platinum card and/or RBC Rewards points, this Certificate of Insurance covers *you* and/or a *rental agency* for loss/damages up to the actual cash value of the damaged or stolen rental vehicle, as well as valid *rental agency* towing and *loss of use* charges when the conditions described in this Certificate of Insurance are met.

This insurance coverage is available on a twenty-four (24)-hour basis unless precluded by law or the coverage is in violation of the terms of the rental contract in the jurisdiction in which it was formed (other than under **What is not covered?** #8 (a), (b) or (c).

This coverage is primary insurance, except in the following circumstances:

- if the *covered person* decides to purchase the *rental agency's CDW* option or its equivalent; or
- in such circumstances where the applicable government insurance legislation states otherwise.

The following types of rental vehicles are covered:

All cars, sport utility vehicles, and *mini-vans* except those listed in the section "What is not covered?"

Also,

- Rental vehicles that are part of prepaid travel packages are also covered if the total package was paid by *your* RBC Royal Bank British Airways Visa Platinum card and/or RBC Rewards points;
- *You* are covered if *you* receive a "free rental" as a result of a promotion where *you* have had to make previous vehicle rentals and if each such previous rental was entirely paid for with *your* RBC Royal Bank British Airways Visa Platinum card and/or RBC Rewards points;
- *You* are covered if *you* receive a "free rental" day(s) as a result of an RBC Rewards program for the number of days of free rental. If the free rental day(s) are combined with rental days for which *you* pay the negotiated rate, this entire balance must be paid with *your* RBC Royal Bank British Airways Visa Platinum card and/or RBC Rewards points.

## WHAT IS NOT COVERED?

The Insurer will not pay for any expenses incurred directly or indirectly as a result of:

1. A replacement vehicle for which *your* personal automobile insurance is covering all or part of the cost of the rental;
2. Third party liability (which means *you* injure someone else or damage their property in a motor vehicle accident);
3. *Your* personal injury;
4. Damage to property, (except the rental vehicle itself or its equipment);
5. The operation of the rental vehicle at any time during which any *covered person* is driving while intoxicated or under the influence of any narcotic;
6. Any dishonest, fraudulent or criminal act committed by any *covered person*;
7. Wear and tear, gradual deterioration, or mechanical or electrical breakdown or failure, inherent vice or damage, insects or vermin;
8. Operation of the rental vehicle in violation of the terms of the rental agreement except:
  - (a) *covered persons* as defined, may operate the rental vehicle;
  - (b) the rental vehicle may be driven on publicly maintained gravel roads;
  - (c) the rental vehicle may be driven across provincial and state boundaries in Canada and the U.S. and between Canada and the U.S.
9. Seizure or destruction under a quarantine or customs regulations or confiscated by order government or public authority;
10. Transportation of contraband or illegal trade;
11. War, hostile or warlike action, insurrection, rebellion, revolution, civil war, usurped power, or action taken by government or public authority in hindering, combating or defending against such action;
12. Transportation of property or passengers for hire;
13. Nuclear reaction, nuclear radiation, or radioactive contamination;
14. Intentional damage to the rental vehicle by a *covered person*;
15. Expenses due to diminished value of the rental vehicle.

**The following vehicles are NOT covered:**

1. Vans, cargo vans or mini cargo vans (other than *mini-vans*);
2. Trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck);
3. Limousines;
4. Off-road vehicles - meaning any vehicle used on roads that are not publicly maintained roads unless used to ingress and egress private property;
5. Motorcycles, mopeds or motor bikes;
6. Trailers, campers, recreational vehicles or vehicles not licensed for road use;
7. Vehicles towing or propelling trailers or any other object;
8. Mini-buses or buses;
9. Any vehicle with a Manufacturer's Suggested Retail Price (MSRP) excluding all taxes, over sixty-five thousand dollars Canadian (\$65,000 CDN), at the time and place of loss;
10. Exotic vehicles, meaning vehicles such as Aston Martin, Bentley, Bricklin, Daimler, DeLorean, Excalibur, Ferrari, Jensen, Lamborghini, Lotus, Maserati, Porsche, Rolls Royce;
11. Any vehicle which is either wholly or in part hand made, hand finished or has a limited production of under 2,500 vehicles per year;
12. Antique vehicles, meaning a vehicle over twenty (20) years old or which has not been manufactured for ten (10) years or more; and
13. *Tax-free cars.*

Luxury vehicles, including but not limited to BMW, Cadillac, Lincoln and Mercedes Benz are covered as long as they meet the above requirements.

## WHAT SHOULD YOU DO IF YOU HAVE A CLAIM?

**In the event of loss/damage to *your* rental vehicle,** call 1-800-533-2778 (toll-free) **within forty-eight (48) hours** if *you* are in Canada or the United States or (905) 816-2581 (collect). The representative will answer *your* questions and send *you* a claim form.

- Decide with the rental agent who will make the claim. (Please note: *You* must notify the *rental agency* and obtain consent prior to completing any repairs on *your* own.
- **If the rental agent decides to settle the claim directly,** complete the accident report claim form and assign the right for the *rental agency* to make the claim on *your* behalf on the claim form or other authorized forms. It is important to note that *you* remain responsible for the loss/damage and that *you* may be contacted in the future to answer inquiries resulting from the claims process. The rental agent may fax the required documentation toll-free if they are in Canada or the United States to 1-866-804-2228. Elsewhere the fax number is (905) 813-4791 (collect). Original documentation may also be required in some instances. (If *you* have any questions, are having any difficulties, or would like the claims administrator to be involved immediately, call the number provided above).
- **If *you* will be making the claim,** *you* must call the claims administrator within forty-eight (48) hours of the loss/damage having occurred. *Your* claim must be submitted with as much documentation as possible, as requested below, within forty-five (45) days of discovering the loss/damage. *You* will need to provide all documentation within ninety

(90) days of the date of loss or damage to the claims administrator at the address provided below.

- For *your* claim to be reviewed, *you* must submit the following original documentation, as applicable:
  - the claim form, completed and signed;
  - *your* RBC Visa statement and/or receipt showing that the rental was paid in full with *your* RBC Royal Bank British Airways Visa Platinum card and/or RBC Rewards points;
  - a copy of *your* invoice showing all prepaid expenses (prepaid rental car payment);
  - a copy of *your* receipt showing amount of RBC Rewards points redeemed;
  - a copy of *your* previous rental agreements resulting in a free rental;
  - the original copy of both sides of the vehicle rental agreement;
  - the accident or damage report, including photographs of the damage;
  - the itemized repair bill, or if not available, a copy of the estimate;
  - receipt for paid repairs;
  - the police report, when available;
  - a copy of *your* billing or pre-billing statement if any repair charges were billed to *your* account; and
  - a copy of *your* paid statement or billing indicating the deductible amount (if *you* have purchased the *rental agency's* CDW or similar coverage).

Forward this documentation to:

**RBC General Insurance Company**  
**Attention: RBC Visa Claims**  
**PO Box 6, Station A**  
**Mississauga, ON L5A 2Y9**

Under normal circumstances, the claim will be reviewed within fifteen (15) days after the claims administrator has received all necessary documentation. If the claim cannot be assessed on the basis of the information that has been provided, it may be closed.

After the Insurer has paid *your* claim, *your* rights and recoveries will be transferred to the Insurer to the extent of the Insurer's payment for the loss/damage incurred when the rental vehicle was under *your* responsibility. This means the Insurer will then be entitled, at its own expense, to sue another party in *your* name. If the Insurer chooses to sue another party in *your* name, *you* must give the Insurer all the assistance the Insurer may reasonably require to secure its rights and remedies. This may include providing *your* signature on all necessary documents that enable the Insurer to sue in *your* name.

Once *you* report loss or damage, a claim file will be opened and will remain open for six (6) months from the date of the loss, or damage. Payment will only be made on a claim or any part of a claim that is completely substantiated as required by the claims administrator within six (6) months of the date of loss/damage.

*You* should use due diligence and do all things necessary to avoid or reduce any loss or damage to property protected by this Auto Rental Collision/Loss Damage Insurance.

## OTHER CLAIM INFORMATION

If *you* disagree with the claim decision of the Insurer, the matter will be submitted to arbitration under the arbitration law in the Canadian province or territory in which *you* permanently reside. *You* must begin arbitration proceedings to recover a claim within twelve (12) months of the loss or damage. If, however, this limitation is invalid according to the laws of the Canadian province or territory where *you* permanently reside, *you* must commence *your* claim within the shortest time limit permitted by that province or territory. All arbitration proceedings must be brought in the Canadian province or territory in which *you* permanently reside. Where requested by the Insurer, *you* consent to the transfer of any proceedings to the province or territory where *you* permanently reside.

## WHAT OTHER TERMS SHOULD YOU KNOW ABOUT?

1. *Your* RBC Royal Bank British Airways Visa Platinum account must be open and in good standing during the rental period.
2. Only the *covered person* may rent a vehicle and may decide to decline the *rental agency's CDW* or an equivalent alternative coverage offering. This coverage applies only to the *covered person's* personal and business use of the rental vehicle.
3. Coverage is limited to one (1) rental vehicle at a time; i.e. if during the same period there is more than one (1) vehicle rented by the *covered person*, only the first rental will be eligible for these benefits.
4. If *you* make a claim knowing it to be false or fraudulent in any respect, *you* will not be entitled to the benefits of this protection, nor to the payment of any claim made under this Certificate of Insurance.
5. The Insurer may, at its discretion, void this insurance contract in the case of fraud or attempted fraud by *you*, or if *you* conceal or misrepresent any material fact or circumstance concerning this insurance contract.

## COLLECTION AND USE OF PERSONAL INFORMATION

### COLLECTING YOUR PERSONAL INFORMATION

We (RBC Insurance Company of Canada) may collect information about you, such as:

- information establishing your identity (for example, name, address, phone number, date of birth, etc.) and your personal background;
- information you provide through the application and claims process for any of our insurance products and services; and
- information for the provision of insurance products and services.

We may collect information from you, either directly or through our representatives. We may collect and confirm this information during the course of our relationship. We may also obtain this information from a variety of sources including hospitals, doctors and other health care providers, the government (including government health insurance plans) and governmental agencies, other insurance companies, travel suppliers, law enforcement authorities, private investigators, your family and friends, and any references you provide.

## **USING YOUR PERSONAL INFORMATION**

This information may be used for the following purposes:

- to verify your identity and investigate your personal background;
- to issue and maintain insurance products and services you may request;
- to evaluate insurance risk, manage and coordinate claims, re-price medical expenses and negotiate payment of claims expenses;
- to better understand your insurance situation;
- to determine your eligibility for insurance products and services we offer;
- to help us better understand the current and future needs of our clients;
- to communicate to you any benefit, feature and other information about products and services you have with us;
- to help us better manage our business and your relationship with us; and
- as required or permitted by law.

For these purposes, we may make this information available to our employees, our agents, service providers and other third parties, who are required to maintain the confidentiality of this information.

In the event our service provider is located outside of Canada, the service provider is bound by, and the information may be disclosed in accordance with, the laws of the jurisdiction in which the service provider is located. Third parties may include other insurance companies, other financial institutions, health organizations and the government (including government health insurance plans) and governmental agencies

Upon your request, we may give this information to other persons.

We may also use this information and share it with RBC companies (i) to manage our risks and operations and those of RBC companies, (ii) to comply with valid requests for information about you from regulators, government agencies, public bodies or other entities who have a right to issue such requests, and (iii) to let RBC companies know your choices under "*Other uses of your personal information*" for the sole purpose of honouring your choices.

## **OTHER USES OF YOUR PERSONAL INFORMATION**

- We may use this information to promote our insurance products and services, and promote products and services of third parties we select, which may be of interest to you. We may communicate with you through various channels, including telephone, computer or mail, using the contact information you have provided.
- We may also, where not prohibited by law, share this information with RBC companies for the purpose of referring you to them or promoting to you products and services which may be of interest to you. We and RBC companies may communicate with you through various channels, including telephone, computer or mail, using the contact information you have provided. You acknowledge that as a result of such sharing they may advise us of those products or services provided.
- If you also deal with RBC companies, we may, where not prohibited by law, consolidate this information with information they have about you to allow us and any of them to manage your relationship with RBC companies and our business.

You understand that we and RBC companies are separate, affiliated corporations. RBC companies include our affiliates which are engaged in the business of providing any one or more of the following services to the public: deposits, loans and other personal financial services; credit, charge and payment card services; trust and custodial services; securities and brokerage services; and insurance services.

**You may choose not to have this information shared or used for any of these "Other uses" by contacting us as set out below, and in this event, you will not be refused insurance products or services just for that reason. We will respect your choices and, as mentioned above, we may share your choices with RBC companies for the sole purpose of honouring your choices regarding "Other uses of your personal information".**

## **YOUR RIGHT TO ACCESS YOUR PERSONAL INFORMATION**

You may obtain access to the information we hold about you at any time and review its content and accuracy, and have it amended as appropriate; however, access may be restricted as permitted or required by law. To request access to such information, to ask questions about our privacy policies or to request that the information not be used for any or all of the purposes outlined in "*Other uses of your personal information*" you may do so now or at any time in the future by contacting us at:

RBC Insurance Company of Canada  
P.O. Box 97, Station A  
Mississauga, Ontario L5A 2Y9

Phone: 1-800-464-3211  
Fax: 1-888-298-6262

## **OUR PRIVACY POLICIES**

You may obtain more information about our privacy policies by asking for a copy of our "Straight Talk<sup>®</sup>" brochure about privacy, by calling us at the toll free number shown above or by visiting our web site at [www.rbc.com/privacy](http://www.rbc.com/privacy)

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