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# Travel Accident Insurance Certificate of Insurance

## Introduction

RBC Insurance Company of Canada (the "Insurer") has issued group insurance policy F-2035807-A to Royal Bank of Canada ("Royal Bank") to cover the loss from an injury as a result of an accident incurred by covered persons on a common carrier while travelling outside their Canadian province or territory of residence. All covered persons are clients of RBC Insurance Company of Canada. This Certificate of Insurance contains the terms and conditions of this group insurance policy.

## How to obtain assistance

RBC Insurance Company of Canada has appointed AZGA Service Canada Inc. (operating as "Allianz Global Assistance") as the provider of all assistance and claims services under this Certificate of Insurance.

If you require assistance or have questions about your coverage, you can contact us by calling:

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

## Important notice - please read carefully

Travel Accident Insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that you read and understand your insurance before you travel as your coverage may be subject to certain limitations or exclusions.

## WHAT THE PROVINCIAL REGULATORS WANT YOU TO KNOW

This Certificate of Insurance contains a provision removing or restricting the right of the insured to designate persons to whom or for whose benefit insurance money is to be payable.

## **Helpful information**

- The Travel Accident Insurance covers you in the event of an accidental bodily injury resulting in a loss, including death, while travelling on a common carrier, for up to \$500,000 CAD.
- Please consult the list of specific losses covered under the "Specific loss indemnity" section herein.
- You are covered for trips taken outside your province or territory of residence.

## Definitions

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

Accident means a sudden and unforeseen event due to an external cause and resulting, directly and independently of any other cause, in any bodily *injury* or death.

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

Alternate transportation means the transportation offered to you when the common carrier providing the transportation for your covered trip is delayed or re-routed, requiring the transportation company which would have operated such common carrier to arrange for such alternate transportation.

Applicant means a person who has signed and/or submitted an application as the primary cardholder of an RBC Royal Bank 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 Visa Platinum card has been issued at the request of the applicant or the co-applicant. An authorized user must be a permanent resident of Canada.

**Co-applicant** means a person who has signed and/or submitted an application for an RBC Royal Bank 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.

Common carrier means any passenger plane, land, or water conveyance (other than a rental vehicle or cruise ship) for regularly scheduled passenger service which is licensed to transport passengers for compensation or hire and also includes any alternate transportation. Common carrier does not include any such conveyance that is hired, chartered or used for a sport, gamesmanship, contest, sightseeing, observatory and/or recreational activity, regardless of whether or not such conveyance is licensed. Taxis or limousines are excluded from this definition except in the specific case as outlined in "What is Covered" section 2.

Contamination means the poisoning of people by nuclear, chemical and/or biological substances which causes illness and/or death.

Covered person means any of the following:

- the applicant;
- the applicant's spouse;
- the applicant's dependent child who travels with or joins the applicant or applicant's spouse on the same trip; and/or
- an additional cardholder. (Note: An additional cardholder is a covered person in his/her own right. The spouse and/or dependent child of an additional cardholder is/are not eligible for this insurance, unless they are otherwise covered as described above.)

A covered person may be referred to as "you" or "your" or "yourself". All covered persons must be permanent residents of Canada.

Dependent child means an unmarried, natural, adopted, step or foster child, or legal ward of the applicant who resides with the applicant and who is:

- under twenty-one (21) years of age; or
- under twenty-six (26) years of age if he/she is a full-time student; or
- a child of any age who is mentally or physically disabled.

Family member(s) means your spouse, a dependent child, parents, stepparents, grandparents, grandchildren, in-laws, brothers, sisters, stepbrothers and stepsisters.

Hospital means an institution that is licensed as an accredited hospital that is staffed and operated for the care and treatment of in-patients and out-patients. Treatment must be supervised by physicians and there must be registered nurses on duty 24 hours a day. Diagnostic and surgical capabilities must also exist on the premises or in facilities controlled by the establishment. A hospital is not an establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction treatment centre, convalescent, rest or nursing home, home for the aged or health spa.

Injury or Injuries means a bodily injury, certified by a physician, resulting in a loss caused to you by an accident occurring on a trip.

Loss or losses means loss of life or the total and irrevocable loss of use of one or more of the following of limb(s)/organ(s), as follows:

- loss of a hand or a foot means the total and irrevocable loss of use including the wrist joint and the ankle joint;
- with regard to eyes, total and irrecoverable loss of sight;
- with regard to a leg or an arm, the total and irrevocable loss of use through or above the knee or elbow joint;
- loss of a thumb and index finger means the total and irrevocable loss of use, including all phalanges, but
  excluding the loss of the hand or foot;
- with regard to speech and hearing, total and irrecoverable loss;
- loss of a finger or a toe means the total and irrevocable loss of use, including all phalanges, but
  excluding the loss of the hand or foot;
- with regard to paralysis (quadriplegia, paraplegia, hemiplegia), loss must result in the complete and irreversible paralysis of such limbs.

Passenger means a covered person riding onboard a common carrier. The definition of passenger does not include a person acting as a pilot, operator or crew member.

Passenger plane means a certified multi-engine transportation aircraft provided by a regularly scheduled airline on any regularly scheduled *trip* operated between licensed airports and holding a valid Canadian Air Transport Board or Charter Air Carrier licence, or its foreign equivalent, and operated by a certified pilot.

**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 and the Canadian Military need not satisfy this requirement. Physician means a person who is not you or a member of your immediate family or your traveling companion, who is licensed in the jurisdiction where the services are provided to prescribe and administer medical treatment.

Spouse means the person who is legally married to you, or has been living in a conjugal relationship with you for a continuous period of at least one year, and who resides in the same household as you.

Terrorism or act of terrorism means an act, including but not limited to the use of force or violence and/ or the threat thereof, including hijacking or kidnapping, of an individual or group in order to intimidate or terrorize any government, group, association or the general public for religious, political or ideological reasons or ends, and does not include any act of war (whether declared or not), act of foreign enemies or rebellion.

Trip means travel outside your Canadian province or territory of residence on a common carrier, the fare for which is paid in full with the RBC Royal Bank Visa Platinum card and/or Avion® points.

We, us and our refer to RBC Insurance Company of Canada and/or Allianz Global Assistance providing services under this Certificate of Insurance.

## When does coverage begin and end?

This Certificate of Insurance provides coverage whenever you have paid for your trip on a common carrier with your RBC Royal Bank Visa Platinum card and/or Avion points, prior to any injury resulting in any loss for which a claim is made under this Policy. If only a partial payment was made with Avion points, the balance must have been paid with your RBC Royal Bank Visa Platinum card for this Certificate of Insurance to be effective.

Coverage begins on the date you leave your province or territory of residence on your trip.

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

- 1. The date you or the Royal Bank cancels your RBC Royal Bank Visa Platinum card account; or
- The date your RBC Royal Bank Visa Platinum card account is sixty (60) days past due. However coverage
  is automatically reinstated when the account is returned to good standing; or
- The date the group insurance policy is cancelled by us or Royal Bank. However, such termination of coverage shall not apply to trips charged to your account prior to the cancellation date of the group insurance policy; or
- The date when coverage is no longer in force as described in the section "What is Covered and What are the Benefits?".

## What is covered and what are the benefits?

## What is covered?

When you have paid for the full transportation fare for your trip with your RBC Royal Bank Visa Platinum card and/or Avion points prior to commencing your trip, this Certificate of Insurance provides a benefit for any injury sustained by you as a result of an accident which occurs during your trip while you are:

- Travelling as a passenger in, on, boarding or disembarking from the common carrier which is providing the transportation or alternate transportation for your trip;
- Travelling as a passenger in, on, boarding or disembarking from the common carrier which is providing the transportation or alternate transportation, including complementary transportation for this situation only, directly to or from a terminal, station, pier or airport either:
  - a. Immediately preceding a scheduled departure of the common carrier during your trip; or
  - b. Immediately following a scheduled arrival of the common carrier during your trip;
- Travelling as a passenger in the terminal, station, pier or airport prior to or after boarding or disembarking from a common carrier which is providing the transportation or alternate transportation to you as a passenger.

#### What are the benefits?

#### A. Specific loss indemnity

When a covered person suffers an injury resulting in any of the following losses within three hundred and sixty-five (365) days of the date of the accident, we will pay the following maximum amount for:

| Loss of:   | Indemnity: |
|--|------------|
| Life   | \$500,000  |
| Both hands or both feet                                    | \$500,000  |
| Total sight in both eyes                                   | \$500,000  |
| One hand and one foot                                      | \$500,000  |
| One hand or one foot and total sight in one eye            | \$500,000  |
| Speech and hearing   | \$500,000  |
| One leg or one arm   | \$375,000  |
| One hand or one foot                                       | \$333,300  |
| Speech or hearing  | \$333,300  |
| Total sight in one eye                                     | \$333,300  |
| Thumb and index finger of the same hand                    | \$166,650  |
| One finger or one toe                                      | \$50,000   |
| Loss of use of:  | Indemnity: |
| Both upper and lower limbs (quadriplegia)                  | \$500,000  |
| Both lower limbs (paraplegia)                              | \$500,000  |
| Upper and lower limbs of one side of the body (hemiplegia) | \$500,000  |

#### **B. Rehabilitation**

When injuries result in a payment being made under the "Specific loss indemnity" section (Benefit A), an additional amount would be payable to you by us as follows:

The reasonable and necessary expenses you actually incurred, up to a limit of \$2,500, for special training provided:

- such training is required because of such injuries, and in order for you to be qualified to engage in an
  occupation in which you would not have been engaged except for such injuries; and
- b. expenses are incurred within two (2) years from the date of the accident.

No payment will be made for ordinary living, travelling or clothing expenses.

## C. Family member transportation

When you are confined as an inpatient in a hospital for injuries that result in a payable loss under this Certificate of Insurance and you require the personal attendance of a family member as recommended by the attending physician, or where due to your accidental death, the attendance of a family member is required, we will pay for the expenses incurred by the family member for transportation to you by the most direct route by a common carrier, but not to exceed an amount of \$1,000.

## What is not covered?

#### Exclusions

This Certificate of Insurance does not cover any loss, fatal or non-fatal, caused by or related to:

- 1. Your self-inflicted injury, suicide or attempt to commit suicide.
- An act of war whether declared or undeclared, rebellion, exposure to nuclear reaction or radiation, or radioactive, biological or chemical contamination.
- Your or your beneficiary's involvement in the commission or attempted commission of a criminal offence or illegal act.
- Your active full-time service in the armed forces of any country or participation in any military manoeuvre or training exercise.
- 5. Riding onboard a common carrier with a status other than passenger.
- Any accident arising from, or in any way related to, your chronic use or abuse of alcohol or drugs, including prescription or illegal drugs, or deliberate non-compliance with prescribed medical therapy or treatment whether prior to or during your trip.

- 7. Sickness or disease, even if the cause of its activation or reactivation is an accident.
- Ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuels; or, the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
- 9. Contamination due to any act of terrorism.
- 10. Terrorism.

#### Limitations

- If, as a result of an accident, you sustain injuries resulting in multiple losses, the maximum indemnity we will pay to you for all your losses will equal the highest indemnity amount for one (1) of your losses and will not exceed \$500,000.
- 2. Indemnity will not be paid while you are in a coma.
- When your death or loss occurs more than fifty-two (52) weeks after the accident, unless you are in a coma at the end of that period, we will determine which benefits you are entitled to, if applicable, when you regain consciousness.

## What should you do if you have a claim?

If you call us at the time of the loss as shown under "How to Obtain Assistance," you will receive the necessary claims assistance.

We will then send you the document(s) you will need to fill out in order to submit a claim and indicate to you which additional document(s) or information is also required for your claim to be reviewed. (Please Note: a legal guardian must complete the claim process on behalf of a covered person under the age of eighteen (18) who resides in Quebec or under the age of sixteen (16) who resides in the rest of Canada.)

In certain circumstances, we may require that you fill out a consent form in order to give:

- your consent to verify your health card number and other information required to process your claim, with the relevant government and other authorities;
- b. your authorization to physicians, hospitals and other medical providers to provide us any and all information they have regarding you while under observation or treatment, including your medical history, diagnoses and test results; and
- c. your agreement to disclose any of the information available under a) and b) above to other sources, as may be required for the processing of your claim for benefits obtainable from other sources.

Submission of claims can be made to:

RBC Insurance Company of Canada Claims c/o Allianz Global Assistance P.O. Box 277 Waterloo, ON N2J 4A4

#### 1-800-464-3211

You must provide notice of your claim within thirty (30) days of the date the claim arises.

You must submit the information required for your claim within ninety (90) days of the date the claim arises. If it is not reasonably possible to provide such information within ninety (90) days, you must do so within one (1) year of the date the claim arises or such other time period as may be permitted by your applicable provincial/territorial legislation or your claim may not be reviewed.

If your claim is approved, payment will be made within sixty (60) days of receipt of all of the required information.

## How to file a complaint?

The complete process to file a complaint with RBC Insurance Company of Canada can be accessed on the RBC Insurance Company of Canada public website at www.rbcinsurance.com under "Make a Complaint" at https://www.rbc.com/customercare/index.html.

## Other claim information

You may only commence a legal action in the province or territory where the Certificate of Insurance was issued. You, your heirs, and your assigns consent to the transfer of any legal action to the province or territory where the Certificate of Insurance was issued.

#### Examination and autopsy

We, at our own expense, shall have the right and opportunity to examine the person of any covered person whose injury is the basis of a claim when and so often as it may reasonably require during the review of a claim, and also the right and opportunity to make an autopsy in the case of death where it is not forbidden by law.

#### **Payment of claims**

Benefits for loss of your life will be paid to your designated beneficiary(ies) (as further described below). Benefits for all other covered losses sustained by you will be paid to you, if living, otherwise to your designated beneficiary(ies). If more than one (1) beneficiary is designated and the beneficiaries' respective percentage of policy distribution is not specified, the designated beneficiaries shall share equally. If no beneficiary has been designated, or if the designated beneficiary does not survive you, the benefits will be paid to your estate.

## Beneficiary

Under this Certificate of Insurance, you may designate a beneficiary or change a previously designated beneficiary. No one else but you may designate or change a previously designated beneficiary. For such designation or change to become effective, you must complete a form entitled "Designation, Revocation or Addition of Beneficiary(ies)" and submit it to us. You can obtain this form at your convenience from our website at www.rbcinsurance.com/cardsbeneficiaryform. To obtain a paper copy by mail, please call RBC Insurance Company of Canada at 1-800-533-2778 toll-free from the US & Canada, or (905) 816-2581 collect from anywhere in the world. Such designation or change shall take effect as of the date the form was signed by you but no earlier than June 1, 2013. Any payment made by us prior to the receipt of such designation or change shall fully discharge us to the extent of such payment.

## Legal actions

No action at law or in equity shall be brought to recover on this Certificate of Insurance prior to the expiration of sixty (60) days after the written proof of loss has been furnished in accordance with the previous section "What to do if you have a claim". No such action shall be brought after the expiration of three (3) years from the decision on your claim by us.

## What other terms should you know about?

- All payments shall be payable in the lawful currency of Canada. All benefit limits indicated are in Canadian currency. This insurance will not pay for any interest or any fluctuations in the exchange rate.
- 2. Any amount payable to a minor will be paid to the minor's legal ward.
- If your body has not been found within one (1) year of the disappearance, sinking, or wrecking of the common carrier in which you were riding at the time of the accident, it will be presumed that you have suffered loss of life resulting from a bodily injury caused by an accident at the time of such disappearance, sinking or wrecking.
- 4. If you incur losses covered under this Certificate of Insurance due to the fault of a third party, we may take action against the third party. You agree to cooperate fully with us or our agents and to allow us or our agents, at our own expense, to bring a lawsuit in your name against a third party. Where a third party is involved, an accident report is required before any claim payments can be made.
- This Certificate of Insurance is the entire contract between you and us and is subject to the statutory conditions of the Insurance Companies Act of Canada and any governing provincial statutes concerning contracts of accident insurance.
- 6. We may, at our discretion, void this Certificate of Insurance in the case of fraud or attempted fraud by you, your family or others acting on your behalf, or if you conceal or misrepresent any material fact or circumstance concerning this insurance contract.
- 7. You have the right to request a copy of the policy of group insurance.
- 8. Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for actions or proceedings governed by the laws of Alberta and British Columbia). The Insurance Act (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act*, 2002 (for actions or proceedings governed by the laws of Ontario), or in other applicable legislation in your province of residence. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the Quebec Civil Code.

# Auto Rental Collision/Loss Damage Waiver Insurance Certificate of Insurance

## Introduction

Aviva General Insurance Company (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 Waiver. All covered persons are clients of the Insurer.

This coverage may be changed at the Insurer's option at any time with notice.

This Certificate of Insurance outlines what Auto Rental Collision/Loss Damage Waiver Insurance ("CDW") is and what is covered along with the conditions under which a claim payment will be made when a cardholder rents and operates a rental vehicle but does not accept the rental agency's CDW or an equivalent offered by a rental agency.

## How to obtain assistance

AZGA Service Canada Inc. (operating as "Allianz Global Assistance") is the provider of all assistance services under this Certificate of Insurance.

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

# 1-800-533-2778 toll-free from the continental United States and Canada, or 905-816-2581 collect from anywhere else in the world.

## Helpful information about Auto Rental Collision/Loss Damage Waiver 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 provided only after:
  - you initiate the rental transaction with your RBC Royal Bank Visa Platinum card by booking or
    reserving the rental vehicle with your RBC Royal Bank Visa Platinum card;
  - you present in person at the rental agency;
  - the rental agreement is executed at the rental agency with your RBC Royal Bank Visa Platinum card; and
  - the full cost of the vehicle rental agreement including taxes and fees issued by a rental agency is
    paid with your RBC Royal Bank Visa Platinum card and/or Avion points. If only a partial payment is
    made using Avion points, the entire balance of that rental vehicle must be paid using your RBC Royal
    Bank Visa Platinum card in order to be covered.
- The length of time you rent the same rental vehicle and/or a different rental 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 must 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 agrecy for the same rental vehicle or another rental vehicle. Refer to "When Does Coverage Begin and End" for full details.
- If the covered person accepts the rental agency's CDW option or its equivalent, or if there is no option available to decline this coverage, this Certificate of Insurance will only cover up to the deductible as stipulated in the rental agency's CDW or similar provision. Further, the cost incurred of accepting the rental agency's option is not a covered expense.
- Coverage is limited to one (1) rental vehicle at a time. If during the same period there is more than one (1) rental vehicle rented by a (same) covered person, only the first rental vehicle will be eligible for coverage.
- Many rental vehicles are eligible for coverage, but there are some exclusions. (A list of vehicles excluded from this coverage is outlined in the section "What is not covered?")
- Any vehicle with a Manufacturer's Suggested Retail Price (MSRP), excluding all taxes, over sixty-five thousand dollars Canadian (\$65,000 CDN) is not covered. Please check the MSRP of any rental vehicle before you rent.

- Pick-up trucks are one of the vehicles not covered. Be aware that a rental agency may switch your rental vehicle for another rental vehicle such as a pick-up truck or other excluded vehicles if cars or SUVs are out of stock when you arrive at the rental agency, and we recommend you purchase the rental agency's CDW coverage.
- Check the rental vehicle carefully for any damage including scratches or dents before you take the rental vehicle from the rental agency. Be sure to point out where any scratches, dents or other damage is located to a rental agency representative. Note: If a rental vehicle is through car sharing, you must examine the rental vehicle as above, take pictures, and report the damage immediately to the rental agency before taking the rental vehicle.
- Claims must be reported within forty-eight (48) hours of the loss/damage occurring by calling 1-855-603-5568 (toll-free and/or collect). Do not delay reporting to us within forty-eight (48) hours even if you do not have all the information and/or documents required.
- 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. You must report a claim to the Insurer by following
  the procedures outlined herein under "What should you do if you have a claim?" and inform the rental
  agency of the loss and/or damage.
- You must obtain a police report when an accident takes place or if the rental vehicle is vandalized or stolen. If a police report is not legally required in the jurisdiction in which such loss and/or damage occurred, then the name, badge number and division address of the police officer you contacted must be obtained and provided to the Insurer.
- All dollar amounts referred to in this Certificate of Insurance are stated in Canadian currency.
- It is important that you read and understand your Certificate of Insurance as your coverage is subject to the terms, conditions, limitations and exclusions contained in this Certificate of Insurance.

## Definitions

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

Actual cash value means the reasonable determination of the value of the rental vehicle at the time of loss.

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 Royal Bank 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 Visa Platinum card has been issued at the request of the applicant or the co-applicant. An authorized user must be a permanent resident of Canada.

Car sharing means a corporately owned car rental entity, including franchises, that provides its members and/or customers with twenty-four (24)-hour access to a fleet of their *rental vehicles* parked in a convenient location.

**Co-applicant** means a person who has signed and/or submitted an application for an RBC Royal Bank 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.

Coverage period means the length of time you rent the same rental vehicle and/or another rental vehicle and:

- this must not exceed forty-eight (48) consecutive days, where each day must follow one immediately
  after the other;
- (ii) If you need to have the rental vehicle beyond the forty-eight (48) consecutive day limit, a full calendar date between rentals must exist in order to break the forty-eight (48) consecutive day cycle;
- (iii) rentals cannot be extended for more than forty-eight (48) days by renewing or taking out a new rental agreement with the same or another rental agency for the same or another vehicle.

## Covered person means:

- 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". All covered persons must be permanent residents of Canada.
- You and all drivers who are permitted by you to operate the rental vehicle must qualify under and follow the terms of the rental agreement and must be legally licensed and permitted to operate the rental vehicle by themselves under the laws of the jurisdiction in which the rental vehicle shall be used.

Loss of use means the reasonable 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 coverage 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 is used exclusively for the transportation of passengers and their luggage.

Peer to Peer Vehicle Rental is the process whereby existing car owners make their personally owned vehicles available for others to rent for short periods of time.

Permanent resident means a person who resides in Canada for at least six (6) months of the year and must have valid Canadian Driver's Licence. However, individuals otherwise eligible for coverage who are members of the Canadian Foreign Service and the Canadian Military 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 term 'rental agency' refers to both traditional vehicle rental agencies and car sharing rental entities.

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 rental vehicle is damaged or stolen while under rental agreement. The rental agency's CDW is **not** insurance.

Rental agreement means the rental agency's agreement that you sign detailing and outlining the terms and conditions permitting you to rent a rental vehicle.

Rental vehicle means a vehicle you rent from a rental agency that is covered under this Certificate of 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*.

Valid towing means the towing of the rental vehicle by a licensed towing company due to an incident causing damage for valid, reasonable and customary costs, including storage, which conform to the local applicable laws and by-laws.

## When does coverage begin and end?

Coverage begins when you take possession of the rental vehicle, provided:

- 1. You present in person at the rental agency, initiate the rental transaction with your RBC Royal Bank Visa Platinum card by booking or reserving the rental vehicle with that card, and provide your RBC Royal Bank Visa Platinum card for authorization before you take possession of the rental vehicle, indicating the entire cost of the rental, including all applicable taxes and fees, from the rental agency is to be charged to your RBC Royal Bank Visa Platinum card. You may use your Avion points to pay for the entire cost of the rental, including all applicable taxes and fees, from a rental agency. If only a partial payment is made using Avion points, the remaining balance of that rental, including applicable taxes and fees, must be paid using your RBC Royal Bank Visa Platinum card in order to be covered.
- 2. You use your RBC Royal Bank Visa Platinum card to fully pay for a car sharing rental vehicle.
- 3. You decline the rental agency's CDW option or similar coverage offered by the rental agency on the rental agreement. If there is no space on the vehicle rental agreement for you to indicate that you have declined the coverage, then indicate in writing on the contract "1 decline CDW provided by this merchant." Note: if there is no option available to decline this coverage, this Certificate of Insurance will only cover up to the deductible as stipulated in the rental agency's CDW or similar provision.

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; or
- 2. The date upon which your rental vehicle is not within the coverage period; or
- 3. The date you or the Royal Bank cancels your RBC Royal Bank Visa Platinum account; or
- The date your RBC Royal Bank Visa Platinum account is sixty (60) days past due. However, coverage is automatically reinstated when the account is returned to good standing; or
- The date the group insurance policy is cancelled by the Insurer or Royal Bank. However, such cancellation
  of coverage shall not apply to rental vehicle arrangements charged to your RBC Royal Bank Visa Platinum
  card prior to the cancellation date of the group insurance policy.

# What is covered and what are the benefits?

When you pay for the entire cost of the rental vehicle using your RBC Royal Bank Visa Platinum card and/or Avion points, this Certificate of Insurance covers you and your responsibilities to a rental agency as stated in the rental agreement for loss or damages up to the actual cash value of the damaged or stolen rental vehicle, as well as valid towing charges, storage, loss of use charges and up to a fifty dollar (\$50) rental agency administration charge, subject to the terms, conditions, limitations and exclusions described in this Certificate of Insurance.

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 subject to all terms, conditions, limitations and exclusions. Furthermore, the cost incurred of accepting the *rental agency*'s CDW option is not a covered expense.

This insurance coverage is available on a twenty-four (24)-hour basis and applicable worldwide where permitted by law or under the terms of the rental contract

This coverage is primary insurance, except if the covered person decides to purchase the rental agency's CDW option or its equivalent, or 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, you are covered if:

- the rental vehicle is part of a prepaid travel package, provided the total travel package was fully paid by your RBC Royal Bank Visa Platinum card and/or Avion points;
- 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 Visa Platinum
  card and/or Avion points;
- you receive a "free rental" day(s) as a result of an RBC Avion points 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 payable must be paid with your RBC Royal Bank Visa Platinum card and/or Avion points.

## What is not covered?

This insurance will not pay for any loss, damage and/or expenses incurred directly or indirectly as a result of:

- A replacement vehicle for which your personal automobile insurance, other insurer or other party is covering all or part of the cost of the rental vehicle;
- Third party liability (which means you injure someone else or damage their property in a motor vehicle accident);
- 3. Personal injury;
- 4. Property loss or damage (except the rental vehicle itself or its equipment);
- Fees charged to you by the rental agency that are not directly as a result of an incident including late return, unauthorized return location, cleaning fees, fuel charges, mileage charges, redemption, or similar;
- The operation of the rental vehicle at any time during which any covered person is driving while intoxicated or under the influence of any intoxicating substances such as alcohol or a narcotic or prescribed medications (if advised not to operate a vehicle by a medical practitioner);
- The charging of a covered person for any Criminal Code offence relating to the operation, care and/or control of the rental vehicle or any similar offence under any law;
- Any dishonest, fraudulent or attempted fraud, criminal act, misrepresentation or concealment of any material fact by any covered person or by anyone at their discretion;
- Wear and tear, gradual deterioration, pre-existing damage or mechanical or electrical breakdown or failure, clutch damage, product recall, strikes, lockouts inherent vice or damage, insects or vermin or similar;
- The coverage being precluded by law and where the coverage is in violation of the terms of the rental agreement in the jurisdiction in which it was formed (other than under "What is not covered?" #11 (i), (ii) or (iii));
- 11. Operation of the rental vehicle in violation of the terms of the rental agreement except where:
  - a. there is a covered person operating the rental vehicle;
  - b. the rental vehicle is driven on publicly maintained gravel roads;

- c. the rental vehicle is driven across the Canada and U.S. border or across provincial and/or state boundaries.
- Seizure or destruction under a quarantine, customs regulations or confiscation or emergency measures by government order or public authority;
- 13. Transportation of contraband or illegal trade or similar;
- War, hostile or warlike action, insurrection, rebellion, revolution, riot, terrorism, civil unrest, civil war, usurped power, or any action taken by government or public authority in hindering, combating or defending against such action;
- 15. Transportation of property and/or goods, and/or transporting passengers for hire;
- 16. Solar flare, nuclear reaction, nuclear radiation, nuclear materials or radioactive contamination;
- 17. Intentional damage to the rental vehicle by a covered person or by someone at their direction;
- Expenses and/or costs related to diminished value of the rental vehicle and consequential or incidental loss and/or damage including cleaning fee, taxis, hotels or lost business.
- 19. You use the rental vehicle for racing, speed tests or on a race track.
- 20. The following are not 'rental agencies' under this certificate:
  - a. car dealerships, and;
  - b. peer-to-peer vehicle rental car sharing companies in the business of making available car rentals through digital networks or other electronic means for the general public.

#### The following vehicles are NOT covered:

- 1. Vans, cargo vans, cube vans or mini cargo vans (other than mini-vans);
- 2. Trucks, pick-up trucks and/or any vehicle that can be spontaneously reconfigured into a pickup truck;
- Vehicles that are not solely for personal use including Uber, Lyft, commercial use or delivery services, or similar;
- 4. Limousines;
- 5. Vehicles off-road unless used to ingress and egress private property;
- 6. Vehicles used on roads that are not publicly maintained roads and/or flooded or blocked roads or similar;
- 7. Motorcycles, mopeds, scooters or motorized bikes or similar;
- Trailers, campers, recreational vehicles, all-terrain vehicles (ATVs), dune buggies, tractors, snowmobiles, golf carts and/or vehicles not licensed for road use, and/or vehicles used for towing or propelling trailers, campers and/or any other object;
- 9. Mini-buses or buses;
- Any vehicle that had a Manufacturer's Suggested Retail Price (MSRP), excluding all taxes, over sixty-five thousand dollars Canadian (\$65,000 CDN) in its model year;
- Exotic vehicles, meaning vehicles such as Aston Martin, Bentley, Bricklin, Daimler, DeLorean, Excalibur, Ferrari, Jensen, Lamborghini, Lotus, Maserati, Porsche, Rolls Royce or similar, and/or any vehicle which is either wholly or in part hand-made, hand finished, kit cars, and/or has a limited production of under two thousand five hundred (2,500) vehicles per year;
- Antique, vintage or classic vehicles, meaning a vehicle over twenty (20) years old or which has not been manufactured for ten (10) years or more;
- 13. Tax-free cars.

Note: Luxury vehicles, including but not limited to BMW, Cadillac, Lincoln and Mercedes Benz, are covered as long as they are not otherwise excluded under this Certificate of Insurance.

## What should you do if you have a claim?

In the event of loss/damage to your rental vehicle, call 1-855-603-5568 (toll free and/or collect) within forty-eight (48) hours if you are in Canada or the United States.

The representative will answer your questions and send you a letter outlining the required documents to support your claim.

As you are the covered person and renter of the rental vehicle, you must report your claim to the Insurer. You must notify the rental agency and obtain consent prior to completing any repairs on your own. You must report all accidents, including single vehicle incidents, and thefts to the police. Once you contact the Insurer about your claim, the Insurer will complete your initial claims report by obtaining what information is available. It is important to note that you remain responsible for the loss/ damage claim and you may be contacted in the future to answer inquiries resulting from the claims process including providing original documentation or other information. The rental agent may fax any 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), or you can send it by email. If you have any questions, please call the number provided above.

You must report the claim 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:

- your RBC credit card statement and/or receipt showing that the rental was paid in full with your RBC Royal Bank Visa Platinum card and/or Avion points;
- a copy of your invoice showing all prepaid expenses (prepaid rental car payment);
- a copy of your receipt showing the amount of Avion points redeemed;
- a copy of your previous rental agreements resulting in a free rental;
- copies of the open and closed vehicle rental agreement (front and back including the rental agency's terms and conditions);
- the accident or damage report;
- photographs of the rental vehicle's damage including plates and VIN #;
- the itemized repair bill, or if not available, a copy of the detailed estimate of repairs;
- the receipt for paid repairs;
- the police report, when available; if a police report is not legally required in the jurisdiction in which such loss and/or damage occurred, then the name, badge number and division address of the police officer you contacted must be obtained and provided;
- a copy of your billing statement if any repair charges were billed to your account;
- a copy of your credit card statement or billing indicating the deductible amount (if you have purchased the rental agency's CDW or similar coverage); and
- any other relevant information and/or documentation reasonably required by the Insurer to settle the claim.

Forward this documentation to:

#### Aviva General Insurance Company Attention: Auto Rental Collision Damage 10 Aviva Way, Suite 10 Markham, ON L6G 0G1

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 a 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 under this Certificate of Insurance.

## How to file a complaint?

The complete process to file a complaint with Aviva can be accessed at aviva.ca/en/about-aviva/contactus/customer-concerns-and-complaints/.

#### Other claim information

You may only commence a legal action in the province or territory where the Certificate of Insurance was issued. You, your heirs and your assigns consent to the transfer of any legal action to the province or territory where the Certificate of Insurance was issued.

## What other terms should you know about?

- 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 provided the covered person uses their RBC Royal Bank Visa
  Platinum card to secure the rental vehicle before taking possession of the rental vehicle.
- 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 coverage.
- If you make a claim knowing it to be false or fraudulent in any respect, you will not be entitled to the coverages under this Certificate of Insurance, nor to the payment of any claim made under this Certificate of Insurance.
- 4. The Insurer may, at its discretion, void this insurance contract in the case of fraud, attempted fraud, misrepresentation or concealment of any material fact by you, or by anyone at your direction concerning this Certificate of Insurance and/or the rental agency's rental agreement.
- 5. You have the right to request a copy of the policy of group insurance.
- 6. Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for actions or proceedings governed by the laws of Alberta and British Columbia), The Insurance Act (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act*, 2002 (for actions or proceedings governed by the laws of Ontario), or in other applicable legislation in your province of residence. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the Quebec Civil Code.

## 7. Salvage

- a. The covered person, in the event of any loss or damage to the rental vehicle insured under the Certificate of Insurance, shall take all reasonable steps to prevent further damage to such rental vehicle, including, if necessary, its removal to prevent damage or further damage.
- b. The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with steps taken by the covered person and required under sub-condition (a) of this condition according to the respective interests of the parties.

## 8. Entry, Control, Abandonment

After a loss of or damage to the rental vehicle, the Insurer has an immediate right of access by accredited agents sufficient to enable them to survey and examine the rental vehicle, and to make an estimate of the loss or damage, and, after the rental vehicle has been secured, a further right of access sufficient to enable them to make an appraisal or particular estimate of the loss or damage, but the Insurer is not entitled to the control or possession of the rental vehicle, and without the Insurer's consent there can be no abandonment of the rental vehicle.

## 9. Appraisal

In the event of disagreement as to the value of the rental vehicle, or the amount of the loss, those questions shall be determined by appraisal as provided under The Insurance Act before there can be any recovery under this Certificate of Insurance, whether the right to recover is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand is made in writing and until all required documentation has been delivered.

## 10. Arbitration

Any and all disputes relating to this Certificate of Insurance, including disputes over claims, shall be resolved by arbitration. Before demanding arbitration both the Insurer or you or the rental agency shall attempt to resolve our differences during the thirty (30) day period after the dispute first arose. If ofter such thirty (30) day period there is still disagreement, such dispute shall be referred to a single arbitrator who shall either be a lawyer agreed upon by the Insurer or you or the rental agency, or failing agreement, a person appointed by a judge of the Superior Court of Justice of Ontario, or equivalent judiciary in jurisdictions other than Ontario, upon the application of either the Insurer or you or the rental agency. To the extent they do not conflict with the express provisions of this Certificate of Insurance, the provisions of any applicable Ontario arbitration statutes or acts, or equivalent statutes or acts in jurisdictions other than Ontario, any amendments thereto shall apply to any arbitration and any amendments thereto shall apply to any arbitration and there there to a single and there to a single and any amendments thereto shall apply to any arbitration and there to shall eithere to a single and there to a single and any amendments thereto shall apply to any arbitration and there to shall eithere and the applications of there to a single and there to a there to a there to a shall eithere to a there and there are an any applicable and there are an arbitration any amendments there and any amendments there any applicable any any applicable any any applicable any any applicable any any held pursuant to this Certificate of Insurance, and the arbitrator shall have jurisdiction to do all acts and make such orders as provided therein. All disputes shall be decided under the governing judicial laws of the province or jurisdiction where the dispute arose. The costs of the arbitrator shall be paid in full by the party against whom the decision is made. If the decision is not clearly made against the Insurer or you or the rental agency, the arbitrator shall have the power to apportion costs between you and the Insurer and the rental agency.

#### 11. Subrogation

The Insurer will be permitted to bring proceedings in your name, at their expense, to recover for their benefit the amount of any claim payments made under this Certificate of Insurance, including their costs and expenses. The Insurer shall be entitled to exercise your rights and remedies and you shall give all the help in your power as the Insurer may want.

## 12. Right of Recovery

If you have rights to recover all or part of any amount covered by this Certificate of Insurance from any other source, those rights are assigned to the Insurer. You must do nothing after a claim to worsen the Insurer rights of recovery. At the Insurer's request, you will bring legal action or transfer your rights of recovery to the Insurer and help the Insurer enforce them, should the Insurer so choose.

# Purchase Security & Extended Warranty Certificate of Insurance

## Introduction

RBC Insurance Company of Canada (the "Insurer") has issued group insurance policy U-1014457-A to Royal Bank of Canada ("Royal Bank") to cover losses incurred by covered persons relating to Purchase Security & Extended Warranty. All covered persons are clients of RBC Insurance Company of Canada. This Certificate of Insurance contains the terms and conditions of this group insurance policy.

## How to obtain assistance

RBC Insurance Company of Canada has appointed AZGA Service Canada Inc. (operating as "Allianz Global Assistance") as the provider of all assistance and claims services under this Certificate of Insurance.

If you require assistance or have questions about your coverage, you can contact us by calling:

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

## Helpful information about Purchase Security & Extended Warranty Insurance

- Purchase Security Insurance provides coverage for loss or accidental physical damage to insured items
  purchased with your RBC Royal Bank Visa Platinum card and/or with Avion points for ninety (90) days
  from the date of purchase. The maximum amount of coverage is \$50,000, or the equivalent number of
  Avion points, per RBC Royal Bank Visa Platinum card per calendar year.
- Extended Warranty Insurance automatically doubles the original manufacturer's warranty for up to a
  maximum of one (1) year.
- Remember to obtain a police, fire, homeowner insurance claim, or damage/loss report in the event of a claim as it is required to determine eligibility for benefits.

## IMPORTANT!

Purchase Security Insurance coverage is excess insurance and we are the last payor. All other insurance sources of recovery and indemnity payments must be exhausted before any payments will be made under this coverage. For example, if you are covered under homeowners insurance, this insurance will cover the deductible only.

## 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 Royal Bank 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 Visa Platinum card has been issued at the request of the applicant or the co-applicant. An authorized user must be a permanent resident of Canada.

**Co-applicant** means a person who has signed and/or submitted an application for an RBC Royal Bank 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 the applicant or additional cardholder. A covered person may be referred to as "you" or "your" or "yourself".

Family member means your spouse, parent, step-parent, grandparent, grandchild, in-law, natural or adopted child, step-child, brother, sister, step-brother, step-sister, legal guardian, or legal ward.

Insured item means an item (a pair or set being one item) of personal property (not purchased by or for use by a business for commercial purposes) or gift to a *family member* for which the full purchase price is charged to your RBC Royal Bank Visa Platinum card and/or paid for by using Avion points.

Manufacturer's warranty means an expressly written warranty issued by the manufacturer of the insured item at the time of purchase. The manufacturer's warranty must be provided at no additional cost and be valid in Canada.

Mysterious disappearance means when the insured item in question cannot be located, and the circumstances of its disappearance cannot be explained and do not lend themselves to a reasonable inference that a covered loss occurred.

**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 and the Canadian Military need not satisfy this requirement.

Spouse means the person who is legally married to you, or has been living in a conjugal relationship with you for a continuous period of at least one year and who resides in the same household as you.

We, us and our refer to RBC Insurance Company of Canada and/or Allianz Global Assistance providing services under this Certificate of Insurance.

## When does coverage begin and end?

These coverages are effective when you use your RBC Royal Bank Visa Platinum card and/or Avion points to purchase and pay in full for an insured item. If the insured item is delivered to you or a family member, it must be received and accepted by you or the *family member* in good condition. If only a partial payment is made using Avion points, the entire balance of the *insured item* must be paid using your RBC Royal Bank Visa Platinum card in order to be covered.

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

- 1. The date you or the Royal Bank cancels your RBC Royal Bank Visa Platinum account; or
- The date your RBC Royal Bank Visa Platinum account is sixty (60) days past due. However coverage is automatically reinstated when the account is returned to good standing; or
- The date the group insurance policy is cancelled by us or Royal Bank. However, such cancellation of coverage shall not apply to *insured items* charged to *your* RBC Royal Bank Visa Platinum card prior to the cancellation date of the group insurance policy.

## What is covered and what are the benefits?

## Purchase Security Insurance

Insured items purchased using your RBC Royal Bank Visa Platinum card and/or Avion points are insured against risks of loss or accidental physical damage for ninety (90) days from the date of purchase.

Insured items you give as gifts to family members are covered under Purchase Security subject to compliance with the terms and conditions of this Certificate of Insurance.

You are insured for loss or accidental physical damage to an *insured item* in an amount not exceeding the amount shown on your RBC Royal Bank Visa Platinum credit card statement. If you have purchased and paid for an *insured item* using Avion points, you are insured for the amount of Avion points you redeemed to pay for your purchase. We have the sole option to replace or repair the *insured item* or reimburse you.

The maximum amount of coverage is \$50,000 (or the equivalent number of Avion points) per RBC Royal Bank Visa Platinum account for each calendar year.

#### **Extended Warranty Insurance**

Extended Warranty Insurance automatically doubles the original manufacturer's warranty, up to a maximum extension of one (1) year. Your Extended Warranty Insurance starts immediately following the expiry of the original manufacturer's warranty, but in no event shall the combined Extended Warranty and original manufacturer's warranty exceed five (5) years. If you have a claim under this Certificate of Insurance, it will be reviewed according to the original manufacturer's warranty, which will outline all terms and conditions relating to your insured item. The terms, conditions and exclusions of this Certificate of Insurance will govern in case of a conflict.

Insured items covered by Extended Warranty Insurance must have been purchased using your RBC Royal Bank Visa Platinum card and/or Avion points. The purchases can be made anywhere in the world. The original warranty must be valid in Canada.

In the event your original manufacturer's warranty is no longer available due to the bankruptcy of the manufacturer, this insurance will provide coverage in place of the original manufacturer's warranty, to a maximum of one (1) year from the date of bankruptcy of the manufacturer.

## What is not covered?

#### Insured item exclusions

This insurance will not pay for any claim, damage, loss or expense for the following:

- 1. Living plants, animals, fish, or birds.
- 2. Consumable or perishable items.
- Money, travellers cheques, bullion, stamps, tickets, tokens, evidence of title or any other negotiable item (including but not limited to gift cards and gift certificates).
- 4. Jewellery, gems, watches, furs, or garments trimmed with fur, while in baggage that was not hand carried at all times by you, your travelling companion, or your family member.
- Land or water based motorized vehicles, amphibious or air cushion vehicles, aircraft, drones, spacecraft, trailers or outboard motors and other accessories attached to or mounted on such property.
- 6. An insured item which is delivered and received by you or your family member damaged.
- 7. An insured item with a manufacturer's warranty not valid in Canada.
- 8. An insured item with a lifetime warranty.
- Property illegally acquired, kept, stored or transported, or property seized or confiscated for breach of any law or by order of any public authority.
- 10. Any and all business property and equipment intended for commercial use.

## **General exclusions**

This insurance will not pay for any claim, damage, loss or expense incurred directly or indirectly as a result of:

- 1. Mysterious disappearance of an insured item.
- 2. Fraud.
- 3. Any wear and tear, gradual deterioration, latent defect or inherent vice, marring or scratching of any fragile or brittle article after an insured item is received in good condition.
- 4. Weather conditions and any natural disaster, including flood or earthquake.
- An act of war whether declared or undeclared, rebellion, exposure to nuclear reaction or radiation, or radioactive biological or chemical contamination.
- Your or your family member's involvement in the commission or attempted commission of a criminal offence or illegal act.
- 7. Birds, vermin, rodents or insects.
- 8. Damage to sports equipment and goods when being used for its intended purpose.
- Setting, expansion, contraction, bulging, buckling or cracking, dampness or dryness of atmosphere, changes of temperature, freezing, heating, evaporation, loss of weight, leakage of contents, exposure to light, contamination, change in color or texture or finish, rust or corrosion.
- 10. Delay, loss of use, or consequential damages.

- Loss or damage to electrical appliances or devices of any kind (including wiring) when loss or damage is due to electrical currents artificially generated, including arcing, unless fire or explosion ensues and then only for such loss and damage.
- Insured items undergoing any installation process or while being worked on, where damage results from such installation process or work.

## What should you do if you have a claim?

If you call us at the time of the loss as shown under "How to Obtain Assistance," you will receive the necessary claims assistance.

Note: A legal guardian must complete the claim process on behalf of a covered person under the age of eighteen (18) who resides in Quebec or under the age of sixteen (16) who resides in the rest of Canada.

For your claim to be reviewed, you must submit the following original documentation:

- the claim form containing the time, place, cause and amount of the loss or damage. Please contact us to obtain a claim form;
- a copy of the original merchant's sales receipt;
- your RBC Visa statement and/or receipt showing that the insured item was paid in full using your RBC Royal Bank Visa Platinum card and/or Avion points;
- confirmation of homeowners/tenants insurance deductible;
- a copy of the detailed police/loss report;
- if the item is repairable, provide a repair estimate;
- if the item is not repairable, please provide pictures;
- the original manufacturer's warranty (for Extended Warranty Insurance claims only);
- a written estimate of the repair from an authorized dealer (for Extended Warranty Insurance claims only); and
- any additional documentation requested that is required to review the claim. Failure to provide the
  applicable documentation may result in the denial of your claim.

Depending on the nature of the claim, you will be required to obtain, at the time of the loss or damage, a police, fire, homeowner insurance claim damage/loss report or any other report of the damage/loss sufficient to determine eligibility for benefits under this insurance.

When an insured item forms part of a pair or set, we will reimburse the full purchase price of the pair or set provided that the insured items are unusable individually and cannot be replaced individually.

Under Extended Warranty Insurance, prior to proceeding with any repair services, you must notify us and obtain approval of the repair services and the repair facility.

For both Purchase Security and Extended Warranty Insurance, at our sole discretion, you may be required to send, at your expense, the damaged item on which a claim is based to an address designated by us.

Submission of claims can be made to:

RBC Insurance Company of Canada Claims c/o Allianz Global Assistance P.O. Box 277 Waterloo, ON N2J 4A4 1-800-464-3211

You must provide notice of your claim within thirty (30) days of the date the claim arises.

You must submit the information required for your claim within ninety (90) days of the date the claim arises. If it is not reasonably possible to provide such information within ninety (90) days, you must do so within one (1) year of the date the claim arises or such other time period as may be permitted by your applicable provincial/ territorial legislation or your claim may not be reviewed.

If your claim is approved, payment will be made within sixty (60) days of receipt of all of the required information.

#### How to file a complaint?

The complete process to file a complaint with RBC Insurance Company of Canada can be accessed on the RBC Insurance Company of Canada public website at www.rbcinsurance.com under "Make a Complaint" at https://www.rbc.com/customercare/index.html.

#### Other claim information

You may only commence a legal action in the province or territory where the Certificate of Insurance was issued. You, your heirs, and your assigns consent to the transfer of any legal action to the province or territory where the Certificate of Insurance was issued.

## What other terms should you know about?

- If you incur expenses covered under this insurance due to the fault and/or negligence of a third party, we
  may take action against the third party. You agree to cooperate fully with us or our agents and to allow
  us or our agents, at our own expense, to bring a lawsuit in your name against a third party.
- All payments shall be payable in the lawful currency of Canada. All benefit limits indicated are in Canadian currency. This insurance will not pay for any interest or any fluctuations in the exchange rate.
- We may, at our discretion, void this insurance contract in the case of fraud or attempted fraud by you, your family or others acting on your behalf, or if you conceal or misrepresent any material fact or circumstance concerning this insurance contract.
- 4. We maintain the right to salvage any items being replaced including all attachments and accessories.
- You must repay us any amount paid or authorized by us on your behalf if and when we determine that the amount is not payable under the terms of this insurance.
- 6. We will not be liable for more than the purchase price of the insured item(s) as recorded on the RBC Royal Bank Visa Platinum credit card statement. If you have purchased and paid for the insured items using Avion points, we will not be liable for more than the amount of the Avion points you redeemed to pay for your purchase.
- A limit of \$10,000 per item applies to jewellery, gems, watches and furs or garments trimmed with fur if these items are considered payable under the terms and conditions of this Certificate of Insurance.
- 8. This insurance shall only benefit you. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits. You shall not assign these benefits without prior written approval from us. We will permit you to transfer benefits on insured items given as gifts to family members as provided in this plan description and the Certificate of Insurance.
- 9. You have the right to request a copy of the policy of group insurance.
- 10. Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for actions or proceedings governed by the laws of Alberta and British Columbia), The Insurance Act (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act*, 2002 (for actions or proceedings governed by the laws of Ontario), or in other applicable legislation in your province of residence. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the Quebec Civil Code.

## **RBC Insurance Company of Canada Privacy Notice**

## 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 shared 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 gencies.

Your personal information may be transmitted through, stored or processed in jurisdictions other than where you are based, in which case the information is bound by the laws of these jurisdictions. If your personal information is transferred to a country/province other than your home jurisdiction, we will take measures to protect your personal information with appropriate contract clauses or other applicable safeguards.

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.

We may also use automated processing to make decisions about you, including underwriting and claims adjudication, where applicable.

#### 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 learn more about our use of automated processing, 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: 1-866-863-6970 Fax: 1-888-298-6262

## **Our Privacy Notices**

All collection, use, and sharing of your personal information will be in accordance with our Global Privacy Notice and Digital Channel Privacy (available at www.rbc.com/privacysecurity), which form part of these terms.

## Aviva General Insurance Company Privacy Policy and Commitment to Protecting Your Privacy

Aviva Canada Inc. and our member companies ("Aviva") are committed to protecting and keeping private our policyholders' Personal Information. Our Privacy Policy sets out details on the collection, retention, use and disclosure of Personal Information. All employees are required to comply with the Privacy Policy in the execution of their daily activities.

At Aviva we identify to our customers the purpose for collecting their Personal Information at or prior to its actual collection. Our customers in turn must consent to its collection implicitly or expressly in order for us to use it for those purposes. We are committed to ensuring that the Personal Information collected on our customers is only used for the purpose for which it was originally intended.

Aviva shall collect, retain, use and disclose your Personal Information in accordance with our Privacy Policy. If we require your Personal Information for any other purpose other than as identified in our Privacy Policy, Aviva will seek your consent prior to using it.

We issue an insurance policy with the understanding that, in addition to providing your consent, you have obtained the consent from all persons named in your insurance policy for the collection, retention, use and disclosure of their Personal Information for the purposes we have identified.

## What we will NOT do with your information

We **do not** sell customer information to anyone. Nor do we share customer information with organizations outside of our member companies that would use it to contact you about their own products or services.

## We strive to protect your personal information

All employees, independent brokers, agents, suppliers, and others, as permitted by the criteria outlined in our Privacy Policy, who are granted access to customer records understand the importance of keeping this information protected and confidential. They are clearly advised they are to use the information only for the purposes intended.

We've also established physical and systems safeguards, along with the proper processes, to protect customer information from unauthorized access or use.

The member companies of Aviva Canada Inc. may internally share your Personal Information as permitted by the Privacy Policy. We may also use service providers located outside of Canada or related companies located outside of Canada to collect, use, retain or disclose your Personal Information as permitted by the criteria outlined in our Privacy Policy. In such circumstances, we will attempt to contractually protect your Personal Information; however, it may be subject to the laws of that jurisdiction and may be accessed by the courts, law enforcement and national security services of that jurisdiction.

## Your privacy choices

You may withdraw your consent at any time (subject to legal or contractual obligations and on providing us reasonable notice) by contacting our Privacy Officer in writing. Please be aware that withdrawing your consent may prevent us from providing you with any requested product or service.

We may amend our Privacy Policy from time to time. For a copy of our Privacy Policy or for more information about our Privacy Policy and procedures, our member companies or to view jurisdictions where your Personal Information may be collected, used, retained or disclosed, please visit our website at www.aviva.ca, or contact our Privacy Officer at:

Aviva Canada Inc. 10 Aviva Way, Suite 100 Markham, ON L6G 0G1

Phone: 1-844-398-2009 Fax: 416-755-4075 E-mail: privacyoffice.ca@aviva.com



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