

Certificate of Insurance for Vancity Visa* Cards

Amended and Restated Effective January 11, 2019

This Certificate of Insurance contains a clause which may limit the amount payable. Additionally, this Certificate of Insurance contains a provision removing or restricting the right of the Insured Person to designate persons to whom or for whose benefit insurance money is payable.

This Certificate of Insurance sets out the terms for the coverages that are included with your Visa Card issued by Vancouver City Savings Credit Union ("Vancity"). Refer to the Definitions section and the paragraph following this one for the meanings of all capitalized terms. Please read the entire Certificate of Insurance carefully to understand what coverage is included with your Card and **keep it in a safe place**.

Extended Warranty, Purchase Assurance, Auto Rental Collision/Loss Damage, and Delayed and Lost Baggage Insurance are insurance coverages underwritten by American Bankers Insurance Company of Florida and Travel Accident Insurance is insurance coverage underwritten by American Bankers Life Assurance Company of Florida, both federally regulated insurance providers carrying on business in Canada under the name Assurant® (hereinafter collectively referred to as the "Insurer") under Group Policy numbers VC092014 and VCL092014 (hereinafter collectively referred to as the "Policy"), issued by the Insurer to Vancity (hereinafter referred to as the "Policyholder").

The Price Protection Service is a service provided by the Insurer in the Policy. The above insurance coverages and service are hereinafter collectively referred to as the "Coverage".

The terms, conditions and provisions of the Policy are summarized in this Certificate of Insurance, which are incorporated into and form part of the Policy. If there is a change to the terms, conditions and provisions of the Policy, You will be notified in advance of any such change. All benefits are subject in every respect to the Policy, which alone constitutes the agreement under which benefits will be provided. You, or a person making a claim under this Certificate of Insurance, may request a copy of the Policy and/or a copy of your application for this Coverage (if applicable) by writing to the Insurer at the address shown below.

Claim payment and administrative services under this Policy are arranged by the Insurer. The Insurer's Canadian head office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9.

If you have any questions about the details of the insurance coverage that is applicable to your Card, or would like to make a claim, please contact the Insurer:

Assurant

Call toll-free from Canada and the United States: **1.855.255.5205**

Call collect from outside Canada and the United States: **613.634.4991**

Write to:

P.O. Box 7300, Kingston, ON K7L 0B2

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1. Definitions

Accidental Bodily Injury means bodily injury which is accidental; and is the direct source of a loss; and is independent of disease, bodily infirmity or other cause; and occurs while the Policy is in force.

Account(s) means the Cardholder's Visa Card Account.

Baggage Delay means an Insured Person's Checked Baggage is delayed by more than six (6) hours from the Insured Person's time of arrival at the Final Destination.

Business/Commercial Property means a new item of business/commercial property purchased for business use.

Card means a Visa Card issued by the Policyholder as outlined under each coverage.

Cardholder means the person in whose name the Card is issued, including a primary cardholder or authorized user. Cardholder may also be referred to as "You" and "Your."

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

Checked Baggage means suitcases or other containers specifically designated for carrying personal belongings, for which a baggage claim check has been issued to the Insured Person by a Common Carrier.

Common Carrier means any land, air or water conveyance operated by those whose occupation or business is transportation of persons or things for hire or reward, and that undertake to carry all persons indifferently who may apply for passage, so long as there is room, there is no legal excuse for refusal, and Tickets are issued. Common Carrier is extended to include any airline having a Charter Air Carrier's License or its equivalent, provided it maintains regularly scheduled flights and publishes timetables and fares consistent with scheduled airline practices and provided the aircraft is limited to fixed wing turbo-prop or jet aircraft. Rafts, amusement park rides, jet skis, balloons, ski lifts and hang gliders are not considered to be Common Carriers.

Covered Trip means a scheduled period of travel away from the Insured Person's usual place of residence as determined by the departure and return dates to the Insured Person's province or territory of residence in Canada.

Dependent Children means any natural child (legitimate or illegitimate), any legally adopted child, any step-child or any child dependent upon the Cardholder in a "parent-child" relationship for maintenance and support who is:

- under the age of twenty-one (21) years and unmarried, or
- under the age of twenty-five (25) years, unmarried and in full time attendance at an institution of higher learning, or

- by reason of mental or physical infirmity, incapable of self-sustaining employment and totally dependent upon the Cardholder for support within the terms of the Income Tax Act.

Dollar and **\$** means Canadian dollars.

Essential Items means essential clothing and toiletries that the Insured Person was carrying in the baggage, which the Insured Person must replace during the period of Baggage Delay.

Final Destination means the Cardholder's away-from home ticketed destination for any particular day of travel, as shown on Your Ticket.

Good Standing means an Account which the Cardholder has not advised the Policyholder to close or for which the Policyholder has not suspended or revoked credit privileges or otherwise closed the Account.

Insured Person means a Cardholder and where specified, certain other eligible persons as outlined under the applicable coverage.

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.

Manufacturer's Written Warranty(ies) means an express written warranty issued by or on behalf of the manufacturer of the Personal Property and/or Business/Commercial Property at the point of sale at the time of purchase of Personal Property and/or Business/Commercial Property. The Manufacturer's Written Warranty must be valid in Canada.

Personal Property means a new item of personal property for personal use.

Rental Agency(ies) means an auto 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 auto rental agencies and Car Sharing Programs.

Rental Agency's CDW means an optional Collision Damage Waiver (CDW) or similar coverage offered by car rental companies that relieves renters of financial responsibility if the car is damaged or stolen while under rental contract. Rental Agency's CDW is not insurance.

Spouse means the person who is lawfully married to the Cardholder, or the person who is living with the Cardholder for a continuous period of at least one year and who is publicly represented as the Cardholder's Spouse.

Tax-Free Car means a tax-free car package that provides tourists with a short-term (17 days to 6 months), tax-free vehicle lease agreement with a guaranteed buyback. The Visa Collision/Loss Damage Insurance program will not provide coverage for Tax-free cars.

Ticket means evidence of a fare paid for travel on a Common Carrier.

Vancity Rewards Points means the reward units earned for goods and services charged to an Account through the Vancity Rewards™ Points Program associated with an Account.

2. Extended Warranty and Purchase Security Insurance

Extended Warranty and Purchase Security Insurance applies to the following Visa Cards:

- Vancity enviro™ Classic*
- Vancity enviro Expense Classic
- Vancity enviro Gold™
- Vancity enviro ExpenseGold™

Insured Person for the purposes of this section means a Cardholder of one of the above Cards who pays for Personal Property or Business/Commercial Property by charging the full cost to a Card.

Extended Warranty provides an extension of up to one extra year to most Manufacturer's Written Warranties for Personal Property and/or Business/Commercial Property purchased on or after September 1, 2014. Purchase Security insures against direct physical damage or theft for 90 days from the time of purchase. The principal provisions relating to the coverage and payment of loss under the Policy are summarized in this Certificate of Insurance.

The Extended Warranty and Purchase Security Insurance coverage described in this Certificate of Insurance is automatically terminated if the Cardholder or Insured Person ceases to fall within the Definitions, Provisions, Conditions, Coverage or Limitations and Exclusions.

A. When Coverage Begins

All coverage for a Cardholder will take effect at the time the Cardholder becomes an Insured Person by paying for the Personal Property and/or Business/Commercial Property by charging the payment to the Card.

B. When Coverage Ends

An Insured Person's coverage will end at the earliest of the following:

- for Extended Warranty, at the expiry of the extended warranty period.
- for Purchase Security, 90 days after the date on which the Personal Property and/or Business/Commercial Property is purchased.

C. Extended Warranty Coverage

The Insurer will extend for Insured Persons the Manufacturer's Written Warranty on goods and products purchased anywhere in the world. The extension is equal

to the length of the Manufacturer's Written Warranty or one (1) year whichever is less (extended warranty period). The Insurer, at its sole option, will pay the cost of either repairing, rebuilding, reconditioning or replacing Personal Property and/or Business/Commercial Property that failed during the extended warranty period and would have been warranted had the Manufacturer's Written Warranty still have been in force. The full cost of the Personal Property and/or Business/Commercial Property must be charged to the Card.

Limitations and Exclusions

Losses are limited to costs which would have been waived had the Manufacturer's Written Warranty still been in effect. The Insurer will only pay for covered loss or damage to an amount not exceeding the least of:

1. the actual cash value of the services; or
2. the actual cash value of the property at the time the covered loss occurred; or
3. \$25,000 per item or set of items; and to a maximum aggregate limit of \$50,000 during the lifetime of a Cardholder.

The following goods and products are not covered under Extended Warranty:

1. items that cannot be serviced in Canada under the item's Manufacturer's Written Warranty;
2. items with a Manufacturer's Written Warranty greater than five years in length;
3. items intended or used for business or commercial purposes unless the item(s) is purchased using the enviro Expense Classic Visa card or enviro ExpenseGold Visa card;
4. automobiles, motor boats, airplanes, motor cycles, motor scooters, mopeds, and other motorized vehicles or equipment, except motorized wheelchairs and residential property maintenance equipment;
5. items damaged while undergoing any process or while being worked upon, where damage results from such process of work; and
6. delay, loss of use, or consequential damages.

D. Purchase Security Coverage

The Insurer will indemnify Insured Persons for DIRECT PHYSICAL DAMAGE or THEFT to Personal Property and/or Business/Commercial Property. This indemnity is not primary insurance.

Limitations and Exclusions

Indemnification for loss is limited as follows:

1. \$2,500 per occurrence even if the occurrence involves more than one item of Personal Property and/or Business/Commercial Property.
2. The total liability shall not exceed the amount charged to the Card.
3. The total limit of liability for property purchased with a partial payment utilizing the Card will be prorated based upon the percentage the partial payment utilizing the Card bears to the full purchase price.

4. Claims for items belonging to a pair or set will be paid for at the full purchase price of the pair or set providing the items are unusable individually and cannot be replaced individually.
5. Valid claims will be satisfied, at the Insurer's sole option, either by replacing, repairing or rebuilding the item or by cash payment.

There shall be no payment for loss arising from the following perils:

1. flood or earthquake;
2. war, invasion, hostilities, rebellion, insurrection, confiscation by order of any government or public authority or risks of contraband or losses arising from illegal activity or acts;
3. normal wear and tear, including damage to sports equipment due to the use thereof;
4. mysterious disappearance, lost items;
5. radioactive contamination;
6. inherent product defects; or
7. theft from on or in a motor vehicle.

There shall also be no payment under the Policy for loss:

1. of cash, or its equivalent, travelers cheques, tickets and any other negotiable instruments;
2. of animals, fish, birds or living plants;
3. of jewellery and watches in baggage unless carried by hand and under the personal supervision of the Insured Person or Insured Person's traveling companion, previously known to the Insured Person;
4. of property intended or used for commercial or business purposes unless such item is purchased using the enviro Expense Classic Visa card or enviro ExpenseGold Visa card;
5. of motorized or self-propelled vehicles of any kind, their accessories or attached equipment except for motorized gardening equipment, snow blowers or wheelchairs;
6. to property as a result of direct physical abuse to the property by or at the direction of the Insured Person or the Insured Person's immediate family;
7. to property where the property was procured by the Insured Person through fraud or illegal means; or
8. where the Insured Person knowingly makes a false or fraudulent claim.

E. Other Insurance

The insurance under the Policy is supplementary. This insurance coverage is in excess of any other applicable valid and collectible insurance or indemnity available to Insured Persons. The Insurer will be liable only for the excess of the amount of loss over the amount covered by other insurance or indemnity, and for the amount of any applicable deductible, after all other insurance or indemnity has been exhausted. Insurance provided by this Policy will not apply as contributory insurance and this non-contribution shall prevail despite any non-contribution provision in other insurance or indemnity policies or contracts. The Policy will indemnify Insured Persons only to the extent that direct physical damage or theft is not covered by such other insurance.

F. Gifts

Personal Property given as gifts are covered for Purchase Assurance and Extended Warranty Insurance. In the event of a claim, the Cardholder, not the recipient of the gift, must make the claim for benefits.

G. How to Claim

The Cardholder must notify the Insurer immediately after learning of any circumstance likely to give rise to a claim by calling **1.855.255.5205** from Canada and the United States or **613.634.4991** collect from elsewhere in the world.

The following general information is required for all claims:

- Cardholder's name, address, phone number and Visa card number;
- date and details of the claim;
- date and details of item purchased including copy of invoice and charge slip;
- estimated amount of claim;
- details of report given to authorities (if theft); and
- for Purchase Security, detail of report given to residential or other primary insurer.

Written proof of loss, if required, must be given to the Insurer within 90 days from the date of loss. This must be a detailed sworn statement. Original and copy of necessary documents (invoice, charge slip, repair bills, estimates, Manufacturer's Written Warranty if applicable and the like) and reports (police, fire, insurance claim and the like) relating to the claim may be required. The Insurer will provide, if necessary, any claim forms to the claimant as soon as reasonably possible but not later than 15 days after being notified of the claim. The Cardholder may be required to send, at the Cardholder's expense and risk, the damaged item on which a claim is based, to the Insurer.

3. Travel Accident Insurance

\$200,000 Travel Accident Insurance applies to the following Visa cards:

- Vancity enviro Classic
- Vancity enviro Expense Classic

\$500,000 Travel Accident Insurance applies to the following Visa Cards:

- Vancity enviro Gold
- Vancity enviro ExpenseGold

Insured Person for the purposes of this section means any Cardholder of one of the above Cards, his/her Spouse and Dependent Children, provided at least seventy-five percent (75%) of the Ticket price has been charged to the Account and/or paid with Vancity Rewards Points.

A. Description of Benefits

If Accidental Bodily Injury occurring on or after September 1, 2014, results in any of the following losses within 365 days

after the date of an accident, the Insurer will pay a benefit for the Loss based on the applicable Amount of Benefit from the following tables:

Schedule of losses for enviro Classic and enviro Expense Classic Visa Cardholders

Accidental Loss of:	Amount of Benefit
Life	\$200,000
Both hands or both feet or sight of both eyes	\$200,000
One hand and one foot	\$200,000
One hand or one foot, and sight of one eye	\$200,000
Quadriplegia, paraplegia or hemiplegia	\$200,000
Speech	\$200,000
Hearing	\$200,000
One arm or one leg	\$150,000
One hand or one foot or sight of one eye	\$100,000
Thumb and index finger of the same hand	\$50,000

Loss as above used with reference to foot means complete severance through or above the ankle joint; or with respect to hand, actual severance of the entire four fingers of the same hand at or above the metacarpophalangeal joints. As used with reference to arm or leg means complete severance through or above the elbow or knee joint; as used with reference to thumb means the complete loss of one entire phalanx of the thumb; and as used with reference to finger means the complete loss of two entire phalanges of the finger; and as used with reference to eye means the entire and irrecoverable loss of sight thereof.

Loss as above used with reference to speech means complete and irrecoverable loss of the ability to utter intelligible sounds; as used with reference to hearing means complete and irrecoverable loss or hearing of both ears.

If more than one described Loss is sustained by an Insured Person, the total benefit payable from one accident is limited to the greatest amount payable for any one Loss sustained.

Schedule of losses for enviro Gold and enviro ExpenseGold Visa Cardholders

Accidental Loss of:	Amount of Benefit
Life	\$500,000
Both hands or both feet or sight of both eyes	\$500,000
One hand and one foot	\$500,000

One hand or one foot, and sight of one eye	\$500,000
Quadriplegia, paraplegia or hemiplegia	\$500,000
Speech	\$500,000
Hearing	\$500,000
One arm or one leg	\$375,000
One hand or one foot or sight of one eye	\$250,000
Thumb and index finger of the same hand	\$125,000

Loss as above used with reference to foot means complete severance through or above the ankle joint; or with respect to hand, actual severance of the entire four fingers of the same hand at or above the metacarpophalangeal joints. As used with reference to arm or leg means complete severance through or above the elbow or knee joint; as used with reference to thumb means the complete loss of one entire phalanx of the thumb; and as used with reference to finger means the complete loss of two entire phalanges of the finger; and as used with reference to eye means the entire and irrecoverable loss of sight thereof.

Loss as above used with reference to speech means complete and irrecoverable loss of the ability to utter intelligible sounds; as used with reference to hearing means complete and irrecoverable loss or hearing of both ears.

If more than one described Loss is sustained by an Insured Person, the total benefit payable from one accident is limited to the greatest amount payable for any one Loss sustained.

B. Exposure and Disappearance

Unavoidable exposure to the elements will be covered as any other loss, provided such exposure is sustained as a result of hazards described herein. The Insured Person will be presumed to have suffered accidental loss of life if the Insured Person's body is not found within one year after the disappearance, stranding, sinking or wrecking of a Common Carrier in or on which the Insured Person was riding at the time of the accident, subject to all other terms of the Policy.

C. Hazards Insured Against

Subject to the terms of the Policy, the hazards insured against are all those to which the Insured Person may be exposed while:

1. the Insured Person is riding as a passenger in or on or boarding or alighting from a Common Carrier.
2. the Insured Person is traveling as a passenger in or on or boarding or alighting from a Common Carrier directly to or from a terminal, station, pier or airport, either:
 - a) immediately preceding a scheduled departure of a Covered Trip, or
 - b) immediately following a scheduled arrival of a Covered Trip.
3. the Insured is in the terminal, station, pier or airport prior to or after a Covered Trip.

4. a Covered Trip is extended to include travel while the Insured is riding as a passenger in or on or boarding or alighting from a conveyance arranged for by the Common Carrier.

D. Exclusions

The Policy does not cover Loss caused by or resulting from any of the following:

1. intentionally self-inflicted injuries;
2. suicide or attempted suicide whether sane or insane;
3. illness; disease; normal pregnancy or resulting childbirth or miscarriage; and bacterial infection except bacterial infection of an accidental bodily injury, or if death results, from the accidental ingestion of a substance contaminated by bacteria;
4. any act of declared or undeclared war, but war does not include acts of terrorism;
5. accident occurring while, a passenger on; or operating; or learning to operate; piloting; or serving as crew of any aircraft except as provided in Hazards Insured Against;
6. any criminal act by the Insured Persons.

E. Individual Termination of Insurance

The insurance coverage of any Insured Person shall terminate on the earliest of the following:

1. when coverage as described under the section Hazard Insured Against is no longer in force;
2. the date the Policy is terminated except that coverage will be continued for previously arranged trips for which the Ticket has been charged to the Cardholder's Card Account as evidence on the Ticket;
3. the date the Cardholder's Card is cancelled or his or her Card privileges are terminated.

F. Beneficiary

Benefits for loss of life will be paid to the estate of the Cardholder. All other benefits payable under the Policy including indemnities payable to the Insured Spouse and Insured Dependent Children, are payable to the Cardholder.

G. Physical Examination and Autopsy

The Insurer, at its expense, has the right to have the Insured Person examined as often as reasonably necessary while a claim is pending. It may also have an autopsy made unless prohibited by law.

H. How to Claim

In the event of a claim, contact the Insurer by calling **1.855.255.5205** from Canada and the United States or **613.634.4991** collect from elsewhere in the world.

4. Auto Rental Collision or Loss Damage (CLD) Insurance

CLD Insurance applies to the following Visa Cards

- Vancity enviro Gold
- Vancity enviro ExpenseGold

Insured Person for the purposes of this section means any Cardholder of one of the above Cards, who presents himself/herself in person at the Rental Agency, signs the rental contract, declines the Rental Agency's CDW or its equivalent and takes possession of the rental vehicle and who complies with the terms of this Policy and/or any other person who drives the same rental vehicle with the Cardholders' 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, the Cardholder 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.

Important: 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 policy only covers loss or damage to the rental vehicle as stipulated herein.

A. Visa Collision or Loss Damage Insurance at a Glance

1. Only the Cardholder may rent a vehicle and decline the Rental Agency's CDW or an equivalent coverage offering. This coverage applies only to the Insured Person's personal use of the rental vehicle.
2. Your Card must be in Good Standing.
3. You must initiate and complete the entire rental transaction with the same Card.
4. The full cost of the rental must be charged to Your Card and/or paid for with Your Vancity Rewards Points to activate coverage.
5. Coverage is limited to one rental vehicle at a time, i.e. if during the same period there is more than one vehicle rented by the Cardholder, only the first rental will be eligible for these benefits.
6. The length of time You rent the same vehicle or vehicles must not exceed 48 consecutive days, which follow one immediately after the other. In order to break the consecutive day cycle, a full calendar day must exist between rental periods. If the rental period exceeds 48 consecutive days, coverage will not be provided from the first day onwards, i.e. coverage will not be provided for either the first 48 consecutive days or any subsequent days. Coverage may not be extended for more than

48 days by renewing or taking out a new rental agreement with the same or another Rental Agency for the same vehicle or another vehicle.

7. Coverage is limited to loss/damage to, or theft of a rental vehicle only up to the rental vehicle's actual cash value plus valid Loss of Use charges.
8. The Cardholder must decline on the rental contract the CDW option or its equivalent offered by the Rental Agency. (This CLD Insurance coverage does not pay for the premium charged by the Rental Agency for the CDW offered by the Rental Agency).
9. Most vehicles are covered by the Policy. (A list of vehicles excluded from this coverage is outlined in the section "Types of Vehicles Covered").
10. This CLD Insurance will provide coverage to Cardholders when the full cost of each rental of a vehicle through a Car Sharing Program (per use and mileage charges) is paid for using Your Card and the Car Sharing Program's Collision/Loss Damage Insurance is declined. Some Car Sharing plans will include CDW/LDW in their membership fee. If Your Car Sharing membership includes CDW, this CLD Insurance will only provide coverage for any deductible You may be held responsible for, provided all the requirements outlined in this Certificate of Insurance have been met.
11. Coverage is available except where prohibited by law.
12. Claims must be reported within 48 hours of the loss/damage occurring by calling **1.855.255.5205** from Canada and the United States or **613.634.4991** collect from elsewhere in the world.

Please read the following coverage description carefully for more detailed information on conditions and exclusions.

This CLD Insurance provides coverage when You use Your Card to pay in full for a rental vehicle and decline the CDW (or an equivalent coverage) offered by the Rental Agency. There is no additional charge for this CLD Insurance. The coverage protects You for loss/damages up to the actual cash value of the rental vehicle and valid Rental Agency Loss of Use charges when the conditions described below are met.

B. Collision or Loss Damage Coverage

CLD Insurance is primary insurance (except for losses that may be waived or assumed by the Rental Agency or its insurer, and in such circumstances where local government insurance legislation states otherwise) which pays the amount for which You are liable to the Rental Agency up to the actual cash value of the damaged or stolen rental vehicle as well as valid Loss of Use charges resulting from damage or theft occurring while You are the renter of the rental vehicle. The length of time You rent the same vehicle or vehicles must not exceed 48 consecutive days.

If You rent the same vehicle or vehicles for more than 48 consecutive days, no coverage is provided for any part of Your rental period.

This coverage does NOT include loss arising directly or indirectly from:

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;
3. personal injury or damage to property, except the rental vehicle itself or its equipment;
4. the operation of the rental vehicle at any time during which any Insured Person is driving while intoxicated or under the influence of any narcotic;
5. any dishonest, fraudulent or criminal act committed by any Insured Person;
6. wear and tear, gradual deterioration, or mechanical or electrical breakdown or failure, inherent vice or damage, insects or vermin;
 - a) operation of the rental vehicle in violation of the terms of the rental agreement except: Insured 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.

It must be noted that loss/damage arising while the vehicle is being operated under (a), (b) or (c) above is covered by this insurance. However, the Rental Agency's third party insurance will not be in force and, as such, You must ensure that You are adequately insured privately for third party liability.

7. seizure or destruction under a quarantine or customs regulations or confiscated by order of any government or public authority;
8. transportation of contraband or illegal trade;
9. 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;
10. transportation of property or passengers for hire;
11. nuclear reaction, nuclear radiation, or radioactive contamination;
12. intentional damage to the rental vehicle by an Insured Person.

C. Who is Eligible for Coverage

Insured Persons as defined provided that:

1. Your Account privileges have not been terminated or suspended, and/or
2. Your Account is not more than 90 days past due.

D. Coverage Activation

For coverage to be in effect, You must:

1. use Your Card to pay for the entire rental from a Rental Agency; and
2. 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".

Coverage will also be in effect if:

1. the rental vehicle is part of a prepaid travel package provided the total package was charged to Your Card and/or paid for with Vancity Rewards Points;
2. You receive a "free rental" as a result of a promotion where You have had to make previous vehicle rentals and each such previous rental was entirely paid for with Your Card;
3. You receive a "free rental" day(s) as a result of a Visa travel reward program (or other similar Visa 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 by Your Card;
4. points earned under the Vancity Rewards Program are used to pay for Your rental. However, if only a partial payment is paid using Vancity Rewards Points, the entire balance of that rental must be paid using Your Card in order to be covered.

E. Coverage Termination

There is NO Coverage when:

1. the Rental Agency reassumes control of the rental vehicle;
2. this Policy is cancelled;
3. Your rental period is more than 48 consecutive days, or Your rental period is extended for more than 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;
4. Your Card is cancelled or card privileges are otherwise terminated.

F. Where Coverage is Available

This coverage is available on a 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 Section B, Part 7 (a) (b) or (c) above).

See the section on "Helpful Hints" for tips on locations where use of this coverage may be challenged and what to do when a Rental Agency makes the rental or return of a vehicle difficult.

G. Types of Vehicles Covered

The types of rental vehicles covered include: All cars, sport utility vehicles, and mini-vans (defined as vans made by an

automobile manufacturer and classified by the manufacturer or a government authority as mini-vans 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) except those excluded below.

The following vehicles are NOT covered:

1. vans, cargo vans or mini cargo vans (other than mini-vans as described above);
2. trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck;
3. limousines; off-road vehicles – meaning any vehicle used on roads that are not publicly maintained roads unless used to ingress and egress private property;
4. motorcycles, mopeds or motor bikes;
5. trailers, campers, recreational vehicles or vehicles not licensed for road use;
6. vehicles towing or propelling trailers or any other object;
7. mini-buses or buses;
8. any vehicle with a Manufacturer's Suggested Retail Price (MSRP) excluding all taxes, over sixty-five thousand dollars (\$65,000), at the time and place of loss;
9. exotic vehicles, meaning vehicles such as Aston Martin, Bentley, Bricklin, Daimler, DeLorean, Excalibur, Ferrari, Jensen, Lamborghini, Lotus, Maserati, Porsche, Rolls Royce;
10. 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;
11. antique vehicles, meaning a vehicle over twenty (20) years old or which has not been manufactured for ten (10) years or more;
12. Tax-Free Cars.

Luxury vehicles such as BMW, Cadillac, Lincoln and Mercedes Benz are covered as long as they meet the above requirements.

H. In the Event of an Accident or Theft

Within 48 hours, call **1.855.255.5205** from Canada and the United States or call **613.634.4991** collect from elsewhere in the world. The representative will answer Your questions and send You a claim form.

Your claim must be submitted with as much documentation, requested below, as possible within 45 days of discovering the loss/damage. You will need to provide all documentation within 90 days of the date of damage or theft to the claims administrator at the address provided below.

The following claim documentation is required:

- the claim form, completed and signed;
- Your Card sales draft showing that the rental was paid in full with the Card, or the Visa sales draft showing the balance of charges for the rental if a points program was used to pay for part of the rental;
- the original copy of both sides of the vehicle rental agreement;
- accident or damage report, if available;

- the itemized repair bill, or if not available, a copy of the estimate;
- receipt for paid repairs;
- police report, when available;
- copy of Your billing or pre-billing statement if any repair charges were billed to Your account.

I. Helpful Hints

Before You rent a vehicle, find out if You are required to provide a deposit if You wish to decline the Rental Agency's CDW. If possible, select a Rental Agency which provides an excellent rate AND allows You to decline the CDW without having to make a deposit.

Rental Agencies in some countries may resist Your declining their CDW coverage. These Rental Agencies may try to encourage You to take their coverage or to provide a deposit. Before booking a car, confirm that the Rental Agency will accept CLD Insurance without requiring a deposit. If they won't, find one that will, and try to get written confirmation. If booking Your rental through a travel agency, let them know You want to take advantage of CLD Insurance and have them confirm the Rental Agency's willingness to accept it.

In certain locations, the law requires that Rental Agencies provide collision damage coverage in the price of the vehicle rental. In these locations (and in Costa Rica or elsewhere where Cardholders may be required to accept CDW), this CLD Insurance will provide coverage for any required deductible provided that all the procedures outlined in this Certificate of Insurance are followed and the Rental Agency's CDW has been declined on the rental contract.

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

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, immediately phone one of the numbers provided and 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. Advise the rental agent that You have reported the claim and provide the Insurer's phone number.

5. Delayed and Lost Baggage Insurance

Delayed and Lost Baggage Insurance applies to the following Visa Cards:

- Vancity enviro Gold
- Vancity enviro ExpenseGold

Insured Person for the purposes of this section means any Cardholder of one of the above Cards.

A. Who Is Covered

Insured Person means the Cardholder, the Cardholder's Spouse, and the Cardholder's Dependent Children whose name is on a Ticket, or if no name is on a Ticket, for whom the Ticket has been purchased.

B. What Are the Coverages

Delayed Baggage

In the event of Baggage Delay, You will be reimbursed for the cost to replace Essential Items provided those purchases are made before the baggage is returned to the Insured Person but in no event more than ninety-six (96) hours after arriving at the Final Destination.

Lost Baggage

In the event the Common Carrier never locates the Insured Person's Checked Baggage, You will be reimbursed for the portion of the replacement cost of lost Personal Property that is not paid by the Common Carrier or other insurance. The total benefits payable in respect of sub-sections A and B are subject to a maximum of \$1,000 per Insured Person per Trip. To activate coverage, use Your Card to pay for the Ticket in full; purchased via a redemption of Vancity Rewards Points, or a combination thereof. Coverage will be in force while baggage is in the custody of the Common Carrier.

C. Termination of Coverage

Coverage terminates on the earliest of the following:

1. When Your Account is closed;
2. When Your Account is 90 or more days past due, but coverage is automatically reinstated when the Account is returned to Good Standing;
3. When the Policy is cancelled except that the Insurer will remain liable for the claim if the event giving rise to the claim occurred prior to the effective termination date and the claim is otherwise valid.

D. Exclusion and Limitations

No coverage is provided for: Losses occurring when the Checked Baggage is delayed on an Insured Person's return home to their province or residence; expenses incurred more than ninety-six (96) hours after arriving at the Final destination shown on the Ticket; expenses incurred after the Checked Baggage is returned to the Insured Person; losses caused by or resulting from any criminal act by the Insured Person; baggage not checked; baggage held, seized, quarantined or destroyed by customs or government agency; money; securities; credit cards and other negotiable instruments; tickets and documents.

E. Other Insurance

The coverage provided by the Insurer is issued strictly as excess coverage and does not apply as contributing

insurance; it will reimburse the Cardholder only to the extent a permitted claim exceeds coverage and payment under other insurance, regardless of whether the other insurance contains provisions purporting to make its coverage non-contributory or excess. The Policy also provides coverage for the amount of the deductible of other insurance.

F. How to Claim

The Cardholder must furnish the Insurer with proof of claim. This shall include a signed loss report.

Initial Notification

If You have incurred a claim covered under the Delayed and Lost Baggage Insurance, You must give notice by contacting the Insurer within 45 days from the date of the occurrence of the delay by calling **1.855.255.5205** from Canada and the United States or **613.634.4991** collect from elsewhere in the world.

The Insured Person will be asked to provide

- name, address, and telephone number;
- Account number used to purchase the Ticket;
- the date, time and place of the occurrence of the delay or loss; and
- the amount of the claim.

Written Proof

In the event of a claim covered under the Delayed and Lost Baggage Insurance, a loss report will be mailed to the Insured Person. You should complete it in full and return it within 90 days from the date of occurrence of the delay or loss.

The loss report shall include but may not be limited to:

- a copy of the Ticket;
- a copy of the baggage claim ticket;
- a copy of the Account charge receipt or Visa statement for the cost of the Ticket;
- a copy of a statement from Your homeowner's or tenant's insurance carrier indicating the extent to which You have been reimbursed for any items permanently lost with Your baggage;
- itemized receipts for actual expenses incurred for essential clothing and toiletries;
- written statement from the Common Carrier confirming all of the following specifics:
 1. date and time of delay or loss;
 2. date and time that baggage was returned, or if not returned, a statement of the amount of liability accepted by the Common Carrier, if any;
 3. reason or circumstances surrounding the delay or loss; and
 4. any other information reasonably required by the Insurer.

6. Price Protection Service

Price Protection Service applies to the following Visa Card:

- Vancity enviro Gold

Cardholders of the above Card are automatically eligible for the Price Protection Service.

Price Protection Service is not insurance and is available only to the Cardholder. No other person or entity shall have any right, remedy or claim, legal or equitable, to Price Protection payments.

Price Protection Service automatically applies to cover most items of new Personal Property that You purchase in Canada. With Price Protection, if You charge the full cost of an eligible product to Your enviro Gold Visa Card and then find it for a lower written advertised price within 60 days from the date of purchase, Price Protection will reimburse You for the difference between the price You paid and the lower advertised price. The advertisement must be specific and the advertised item must be of the same brand, model and/or size.

A. When Coverage Begins

All coverage for a Cardholder will take effect at the time the Cardholder pays for the Personal Property by charging the full payment to the Account.

B. When Coverage Ends

Coverage will end 60 days after the date on which the Personal Property is purchased. Your refund request must be submitted within 120 days of the original purchase date.

C. Limitations and Exclusions of Coverage

Purchases must be made in Canada and the total of all of Your Price Protection payments may not exceed \$1,000 in any calendar year.

You must provide a copy of the written advertised lower price, with date, valid in Canada.

Reimbursement will be based on the price of the item before applicable taxes, manufacturer's rebate, store rebates, and shipping and installation charges.

Coverage does not apply if You have received or are entitled to any store or other refund of the difference between the original price paid and the lower advertised price.

Price Protection coverage excludes: services of any kind (including installation and labour), products purchased and/or used commercially, combined offers (i.e. buy two, get one free), price comparisons with liquidated merchandise, grey market items, or price comparisons between two different countries.

Product exclusions include: tickets of any kind (including airline tickets, tour packages, hotel accommodations and car rentals), negotiable instruments, collectibles, art, one-of-a-kind items, antiques, plants, perishable goods, items consumed in use, animals, computer hardware (including but not limited to computers, scanners and printers), computer software, automotive parts and accessories, tires of any kind, fuel, automobiles, boats or any other motorized vehicles which are used for personal transportation, refurbished, pre-owned, demos and open box sales.

As a pre-condition to any Price Protection request for payment related to a purchase, Your Account must be in Good Standing.

D. How to Request Price Protection Service

If You need to make a request for payment, simply call **1.855.255.5205** or **613.634.4991** collect. You will be sent the applicable request form and will be asked to provide the following items:

1. the original store receipt,
2. the Account statement showing the charge, and
3. the dated advertisement/flyer that shows that the identical item was offered in Canada at the reduced price within 60 days of the date of Your purchase.

Please be sure to keep copies of all receipts. A request for payment under the Policy will be paid upon receipt of full written proof, as determined by the Insurer.

The losses under this coverage are payable in Canadian currency.

7. General Provisions and Statutory Conditions

Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to the benefits described in this Certificate of Insurance.

A. Notice and Proof of Claim

Immediately after learning of a loss, or an occurrence which may lead to a loss covered under the Policy, notify the Insurer by calling **1.855.255.5205** from Canada and the United States, or **613.634.4991** locally or collect from elsewhere in the world. You will then be sent a claim form.

Written notice and proof of claim must be given to the Insurer as soon as reasonably possible after the occurrence or commencement of any loss covered by the Policy, but in all events, provided within 90 days from the date of such loss, unless otherwise specified under the coverage. Written notice given by or on behalf of the claimant or the beneficiary, with information sufficient to identify the Cardholder, shall be deemed notice of claim.

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

B. Payment of Claim

Benefits payable under the Policy will be paid upon receipt of full written proof, as determined by the Insurer.

C. Subrogation

Following payment of an Insured Person's claim for loss or damage, the Insurer shall be subrogated to the extent of the amount of such payment, to all of the rights and remedies of the Insured Person against any party in respect of such loss or damage, and shall be entitled, at its own expense, to sue in the Insured Person's name. The Insured Person shall give the Insurer all such assistance as is reasonably required to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the Insured Person.

D. False Claim

If You make any claim knowing it to be false or fraudulent in any respect, You shall no longer be entitled to the benefits of coverage under the Policy, nor to the payment of any claim under the Policy.

E. Legal Action

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*, *Limitations Act* or other applicable legislation in Your province or territory.

F. If You Have a Concern or Complaint

If You have a concern or complaint about Your coverage, please call the Insurer at **1.855.255.5205**. The Insurer will do its best to resolve Your concern or complaint. If for some reason the Insurer is unable to do so to Your satisfaction, You may pursue the concern or complaint in writing to an independent external organization. You may obtain detailed information for the Insurer's resolution process and the external recourse either by calling the Insurer at the number listed above or at: www.assurantsolutions.ca/consumer-assistance.

G. Privacy

The Insurer may collect, use, and share personal information provided by You to the Insurer, and obtained from others

with Your consent, or as required or permitted by law. The Insurer may use the information to serve You as a customer and communicate with You. The Insurer may process and store Your information in another country, which may be subject to access by government authorities under applicable laws of that country. You may obtain a copy of the Insurer's privacy policy by calling **1.888.778.8023** or from their website: **www.assurantsolutions.ca/privacy**. If You have any questions or concerns regarding the privacy policy or Your options for refusing or withdrawing this consent, You may call the Insurer at the number listed above.

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