

# Vancity enviro Gold™ Credit Card Certificate of Insurance

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# Certificate of Insurance and Statement of Services

## 1. DEFINITIONS

Throughout the Certificate of Insurance and the Statement of Services, all capitalized terms have the specific meaning provided in this section:

**Accidental Bodily Injury** – 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)** – the Cardholder’s Vancity enviro Gold Visa Account.

**Baggage Delay** – an Insured Person’s Checked Baggage is delayed by more than 6 hours from the Insured Person’s time of arrival at the Final Destination.

**Card** – a Vancity enviro Gold Visa card issued by the Policyholder.

**Cardholder** – 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** – a car rental club which gives its members 24-hour access to its own 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** – 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** – 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** – 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** – 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 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
- 21 years of age or older who, by reason of mental or physical infirmity, is incapable of self-sustaining employment and is totally dependent upon the Cardholder for support within the terms of the Income Tax Act.

**Dollar and \$** – Canadian dollars.

**Essential Items** – 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** – the Cardholder's away-from home ticketed destination for any particular day of travel, as shown on Your Ticket.

**Good Standing** – 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** – a Cardholder and where specified, certain other eligible persons as outlined under the applicable coverage.

**Loss of Use** – 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)** – 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** – a new item of personal property for personal use.

**Rental Agency(ies)** – 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** – 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** – 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** – 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** – evidence of a fare paid for travel on a Common Carrier.

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

## **2. CERTIFICATE OF INSURANCE**

### **IMPORTANT NOTICE - READ CAREFULLY BEFORE YOU TRAVEL**

Your Vancity enviro Gold Visa card includes travel coverage – what’s next?

We want you to understand (and it is in your best interests to know) what your Certificate of Insurance includes, what it excludes, and what is limited (payable but with limits). Please take time to read through your Certificate of Insurance before you travel. Capitalized terms are defined in your Certificate of Insurance.

- Travel insurance covers claims arising from sudden and unexpected situations (i.e.: accidents and emergencies).
- To qualify for this insurance, you must meet all the eligibility requirements.
- This insurance contains limitations and exclusions(e.g.: normal pregnancy, childbirth, intentionally self-inflicted injuries, etc.).

**IT IS YOUR RESPONSIBILITY TO UNDERSTAND YOUR COVERAGE. IF YOU HAVE QUESTIONS, CALL 1-855-255-5205.**

**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 Cardholder to designate persons to whom or for whose benefit insurance money is payable.**

### **A. Introduction**

This Certificate of Insurance is effective **June 2, 2022**.

This Certificate of Insurance sets out the terms for the coverages that are included with Your Vancity enviro Gold Visa issued by Vancouver City Savings Credit Union (“Vancity”). Refer to the Definitions section and the paragraph following this one for the meaning 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 Security, 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 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 in this section.

Claim payment and administrative services under the 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:**

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**

## **B. Extended Warranty and Purchase Security Insurance**

### **1. Who is Covered**

Insured Person means the Cardholder who pays for Personal Property by charging the FULL cost to the Card.

### **2. What are the Coverages**

Extended Warranty provides an extension to most Manufacturer's Written Warranties for Personal Property of up to double the period of the Manufacturer's Written Warranty to a maximum of one additional year.

Purchase Security insures against direct physical damage or theft for 90 days from the time of purchase.

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 provisions, conditions, coverage, or limitations and exclusions.

### **3. When Coverage Begins**

All coverage for a Cardholder will take effect at the time the Cardholder becomes an Insured Person by charging the FULL cost of Personal Property to the Card.

### **4. When Coverage Ends**

Coverage will end at the earliest of the following:

- a. the date the Account ceases to be in Good Standing;
- b. the date the Insured Person ceases to be eligible for coverage;
- c. the date the Policy terminates; and
- d. for Extended Warranty, at the expiry of the extended warranty period, or for Purchase Security, 90 days after the date on which the Personal Property is purchased.

### **5. Extended Warranty Coverage**

The Insurer will extend the Manufacturer's Written Warranty on most Personal Property purchased new anywhere in the world. The extension will be equal to double the Manufacturer's Written Warranty to a maximum of 1 year.

The Insurer, at its sole option, will reimburse the cost of either repairing or replacing Personal Property that failed during the extended warranty period and would have been warranted had the Manufacturer's Written Warranty still have been in force, provided the full cost of the Personal Property was charged to the Card.

Upon approval, and as directed by the Insurer, You may proceed with repair or replacement of the Personal Property. Reimbursement will be issued upon the Insurer receiving evidence that the Personal Property was repaired or replaced, and the cost of repair or replacement has been charged to the Account. If replacing the Personal Property, the replacement MUST be an identical item. If an identical item is not readily available, the replacement item must be of like kind and quality with comparable features as the original covered item.

### **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 lesser of:

- a. the actual cash value of the services;
- b. the actual cash value of the property at the time the covered loss occurred; and
- c. \$25,000 per item or set of items 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:

- a. items that cannot be serviced in Canada under the item's Manufacturer's Written Warranty;
- b. items with a Manufacturer's Written Warranty greater than 5 years in length;
- c. items intended or used for business or commercial purposes;
- d. automobiles, motorboats, airplanes, motorcycles, motor scooters, mopeds, and other motorized vehicles or equipment, except motorized wheelchairs and residential property maintenance equipment;
- e. unmanned aircraft systems;
- f. items damaged while undergoing any process or while being worked upon, where damage results from such process of work; and
- g. delay, loss of use, or consequential damages.

### **6. Purchase Security Coverage**

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

Upon approval, and as directed by the Insurer, repair or replacement of the Personal Property may proceed and reimbursement for the repair or replacement cost will be issued in accordance with the Limitations and Exclusions section.

Reimbursement will be issued upon the Insurer receiving evidence that the Personal Property was repaired or replaced, and the cost of repair or replacement has been charged to the Account. If replacing the Personal Property, the replacement MUST be an identical item. If an identical item is not readily available, the replacement item must be of like kind and quality with comparable features as the original covered item.

## **Limitations and Exclusions**

Indemnification for loss is limited as follows:

- a. \$2,500 per occurrence even if the occurrence involves more than one item of Personal Property.
- b. The total liability shall not exceed the amount charged to the Card.
- c. 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.
- d. 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.
- e. Valid claims will be satisfied, at the Insurer's sole option, either by replacing or repairing the Personal Property or by cash payment.

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

- a. flood or earthquake;
- b. 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;
- c. normal wear and tear, including damage to sports equipment due to the use thereof;
- d. mysterious disappearance, lost items;
- e. radioactive contamination;
- f. inherent product defects; or
- g. theft from on or in a motor vehicle.

There shall be no payment for loss of:

- a. cash, or its equivalent, travellers cheques, tickets and any other negotiable instruments;
- b. animals, fish, birds or living plants;
- c. jewellery and watches in baggage unless carried by hand and under the personal supervision of the Insured Person or Insured Person's travelling companion, previously known to the Insured Person;
- d. Personal Property intended or used for commercial or business purposes;
- e. motorized or self-propelled vehicles of any kind, their accessories or attached equipment except for motorized gardening equipment, snow blowers or wheelchairs;
- f. unmanned aircraft systems;
- g. Personal Property as a result of direct physical abuse by or at the direction of the Insured Person or the Insured Person's immediate family;
- h. Personal Property where the Personal Property was procured by the Insured Person through fraud or illegal means; or
- i. Personal Property where the Insured Person knowingly makes a false or fraudulent claim.

## **7. 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.

## **8. Gifts**

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

## **9. 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 or file a claim online at **cardbenefits.assurant.com**.

You must complete and sign the claim form which must contain the time, place, cause and amount of loss, and include the following:

- a. Account statement showing Your name, Account number, and charge for the covered item;
- b. original vendor's sales receipt showing the vendor information, date, description of the item purchased, and total cost;
- c. copy of written repair estimate (for Purchase Security damage and Extended Warranty claims);
- d. photographs of the damaged item (for Purchase Security damage claims);
- e. copy of the police report (for Purchase Security theft claims);
- f. copy of the Original Manufacturer's Warranty (for Extended Warranty claims);
- g. copy of a loss report or other report from the location of the occurrence, issued at the location where the covered item was stolen or damaged (for Purchase Security claims);
- h. copy of Your homeowner's or renter's insurance policy or any document detailing other insurance or protection or reimbursements received for the occurrence; and
- i. any other information reasonably required by the Insurer.

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

Written proof of loss must be given to the Insurer within 90 days from the date of loss. 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.

## **C. Auto Rental Collision or Loss Damage (CLD) Insurance**

### **1. Who is Covered**

Insured Person means a Cardholder who 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 will 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.

## **2. CLD Insurance at a Glance**

- a. Only the Cardholder may rent a vehicle and decline the Rental Agency's CDW or an equivalent coverage offering.
- b. This coverage applies only to the Insured Person's personal use of the rental vehicle.
- c. Your Card must be in Good Standing.
- d. You must initiate and complete the entire rental transaction with the same Card.
- e. The full cost of the rental must be charged to Your Card and/or paid for with Your Vancity Rewards Points to activate coverage.
- f. Coverage is limited to one rental vehicle at a time. 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.
- g. The length of time You rent the same vehicle or vehicles must not exceed 48 consecutive days, which follow one immediately after the other. 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 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.
- h. 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.
- i. 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).
- j. Most vehicles are covered by the Policy. (A list of vehicles excluded from this coverage is outlined in the section "Types of Vehicles Covered").
- k. 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.
- l. Coverage is available except where prohibited by law.
- m. 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 are met.

## **3. 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.

#### **4. Limitations and Exclusions**

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

- a. a replacement vehicle for which Your personal automobile insurance is covering all or part of the cost of the rental;
- b. third-party liability;
- c. personal injury or damage to property, except the rental vehicle itself or its equipment;
- d. the operation of the rental vehicle at any time during which any Insured Person's blood alcohol concentration is equal or over the blood alcohol concentration limit for impaired driving under the Criminal Code of Canada or the jurisdiction in which the vehicle rental occurred, if lower, or where the driver is charged for impaired driving;
- e. the operation of the rental vehicle while under the influence of any narcotic;
- f. any dishonest, fraudulent or criminal act committed by any Insured Person;
- g. wear and tear, gradual deterioration, or mechanical or electrical breakdown or failure, inherent vice or damage, insects or vermin;
- h. operation of the rental vehicle in violation of the terms of the rental agreement except when:
  - (i) an Insured Person, as defined, operates the rental vehicle;
  - (ii) the rental vehicle is driven on publicly maintained gravel roads; or
  - (iii) the rental vehicle is 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 (i), (ii) or (iii) in this section 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.

- i. seizure or destruction under a quarantine or customs regulations or confiscated by order of any government or public authority;
- j. transportation of contraband or illegal trade;
- k. 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;
- l. transportation of property or passengers for hire;
- m. nuclear reaction, nuclear radiation, or radioactive contamination;
- n. intentional damage to the rental vehicle by an Insured Person.

#### **5. Coverage Activation**

For coverage to be in effect, You must:

- a. use Your Card to pay for the entire rental from a Rental Agency; and
- b. 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:

- a. 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;
- b. 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;
- c. 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 with Your Card and the combined rental period must not exceed 48 days;
- d. 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.

## **6. Termination of Coverage**

Coverage terminates on the earliest of the following:

- a. the Rental Agency reassumes control of the rental vehicle;
- b. this Policy is cancelled;
- c. 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;
- d. Your Card is cancelled, or card privileges are otherwise terminated.

## **7. 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 4, Part h (i) (ii) or (iii)).

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.

## **8. Types of Vehicles Covered**

The types of rental vehicles covered include: All cars, sport utility vehicles, and minivans made to transport a maximum of 8 people, including the driver, and which are used exclusively for the transportation of passengers and their luggage) except those excluded.

Luxury vehicles such as BMW, Cadillac, Lincoln and Mercedes Benz are covered as long as they meet eligibility requirements outlined in this Certificate of Insurance.

The following vehicles are NOT covered:

- a. vans, cargo vans or mini cargo vans (other than minivans as described);
- b. trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck;
- c. limousines;
- d. off-road vehicles – meaning any vehicle used on roads that are not publicly maintained roads unless used to ingress and egress private property;
- e. motorcycles, mopeds or motor bikes;
- f. trailers, campers, recreational vehicles or vehicles not licensed for road use;
- g. vehicles towing or propelling trailers or any other object;
- h. mini-buses or buses;
- i. any vehicle with a Manufacturer’s Suggested Retail Price (MSRP), excluding all taxes, over

- j. \$65,000, at the time and place of loss;
- k. exotic vehicles, meaning vehicles such as Aston Martin, Bentley, Bricklin, Daimler, DeLorean, Excalibur, Ferrari, Jensen, Lamborghini, Lotus, Maserati, Porsche, Rolls Royce;
- l. any vehicle which is either wholly or in part handmade, hand finished or has a limited production of under 2,500 vehicles per year;
- m. antique vehicles, meaning a vehicle over 20 years old or which has not been manufactured for 10 years or more; or
- n. Tax-Free Cars.

## **9. In the Event of an Accident or Theft**

Within 48 hours, You MUST notify the Insurer by calling **1-855-255-5205** from Canada and the United States or **613-634-4991** collect from elsewhere in the world to initiate Your claim with a representative. The representative will provide You with a claim form or You may also access a claim form and submit required documentation online at **cardbenefits.assurant.com**.

Your claim form must be submitted with as much documentation requested in this section as possible within 45 days of discovering the loss/damage. ALL required documentation and/or additional information reasonably required by the Insurer, must be provided within 90 days of the date of damage or theft. Claims submitted with incomplete or insufficient documentation will not be paid.

### **The following claim documentation is required, but may not be limited to:**

- a. the claim form, completed and signed;
- b. copy of the front and back of the driver's license of the person who was driving the vehicle at time of loss/damage;
- c. copy of 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;
- d. copy of Your Account statement showing Your name, Account number, and full cost of the rental charged to the Account;
- e. copy of the front and back of the original open vehicle rental agreement;
- f. copy of the closed rental agreement showing the date the vehicle was returned and the total cost of the rental.
- g. copy of the Rental Agency's accident or damage report;
- h. the itemized repair bill, or if not available, a copy of the estimate;
- i. receipt for paid repairs;
- j. police report, when available;
- k. copy of Your billing or pre-billing statement if any repair charges were billed to Your account;
- l. any other information reasonably required by the Insurer.

## **10. 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, 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.

## **D. Delayed and Lost Baggage Insurance**

### **1. Who Is Covered**

Insured Person means the Cardholder, the Cardholder's Spouse, and the Cardholder's Dependent Children whose name is on a Ticket for whom the Ticket has been purchased.

### **2. 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 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 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, or purchase the Ticket 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.

### **3. Termination of Coverage**

Coverage terminates on the earliest of the following:

- a. the date Your Account is closed;
- b. the date Your Account is 90 or more days past due, but coverage is automatically reinstated when the Account is returned to Good Standing; and
- c. the date 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.

#### **4. 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 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.

#### **5. 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.

#### **6. 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 or file a claim online at **cardbenefits.assurant.com**.

The Insured Person will be asked to provide:

- a. name, address, and telephone number;
- b. Account number used to purchase the Ticket;
- c. the date, time and place of the occurrence of the delay or loss; and
- d. 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. a copy of the Ticket;
- b. a copy of the baggage claim ticket;
- c. a copy of the Account charge receipt or Visa statement for the cost of the Ticket;
- d. 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;
- e. itemized receipts for actual expenses incurred for essential clothing and toiletries;
- f. written statement from the Common Carrier confirming all of the following specifics:
  - (i) date and time of delay or loss;
  - (ii) 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; and
  - (iii) reason or circumstances surrounding the delay or loss;

g. any other information reasonably required by the Insurer.

## **E. Travel Accident Insurance**

### **1. Who is Covered**

Insured Person means the Cardholder, the Cardholder's Spouse and Dependent Children, provided at least 75% of the Ticket price has been charged to the Account and/or paid with Vancity Rewards Points.

### **2. Description of Benefits**

If Accidental Bodily Injury 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 table:

<b>Accidental Loss of:</b>	<b>Amount of Benefit</b>
Life	<b>\$500,000</b>
Both hands or both feet or sight of both eyes	<b>\$500,000</b>
One hand and one foot	<b>\$500,000</b>
One hand or one foot, and sight of one eye	<b>\$500,000</b>
Quadriplegia, paraplegia or hemiplegia	<b>\$500,000</b>
Speech	<b>\$500,000</b>
Hearing	<b>\$500,000</b>
One arm or one leg	<b>\$375,000</b>
One hand or one foot or sight of one eye	<b>\$250,000</b>
Thumb and index finger of the same hand	<b>\$125,000</b>

Loss referenced above as it relates to a 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 referenced above as it relates 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.

### **3. 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.

#### **4. 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:

- a. the Insured Person is riding as a passenger in or on or boarding or alighting from a Common Carrier;
- b. 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:
  - (i) immediately preceding a scheduled departure of a Covered Trip, or
  - (ii) immediately following a scheduled arrival of a Covered Trip;
- c. the Insured Person is in the terminal, station, pier or airport prior to or after a Covered Trip.

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

#### **5. 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 operating or learning to operate, piloting, serving as crew, or a passenger of any aircraft except as provided in Hazards Insured Against;
6. any criminal act by the Insured Persons.

#### **6. Termination of Coverage**

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

- a. when coverage as described under the section Hazards Insured Against is no longer in force;
- b. 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 Account as evidence on the Ticket;
- c. the date the Account ceases to be in Good Standing.

#### **7. Beneficiary**

Benefits under the Policy are payable to the Cardholder, except for loss of life of the Cardholder, which will be paid to the Cardholder's estate.

#### **8. 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, and may also require an autopsy to be performed, unless prohibited by law.



## **9. 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 or file a claim online at [cardbenefits.assurant.com](http://cardbenefits.assurant.com)

## **F. 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.

### **1. Notice and Proof of Claim**

Immediately after learning of a loss, or an occurrence which may lead to a loss covered under the Policy, You must notify the Insurer in the manner described under each benefit.

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.

### **2. Payment of Claim**

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

### **3. Subrogation**

Following payment of an eligible claim for loss or damage under the Policy, 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.

### **4. 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.

### **5. Due Diligence**

The Insured Person shall use diligence and do all things reasonable to avoid or diminish any loss under the Policy.

## **6. 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.

## **7. 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 in this section or at: [assurant.ca/customer-assistance](http://assurant.ca/customer-assistance).

## **8. 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: [assurant.ca/privacy-policy](http://assurant.ca/privacy-policy). If You have any questions or concerns regarding the privacy policy or Your options for refusing or withdrawing this consent, You may call the Insurer at the number listed in this section.

# **3. STATEMENT OF SERVICES**

## **A. Price Protection Service**

This service is provided by American Bankers Insurance Company of Florida. Please refer to the Definitions section for the meaning of all capitalized terms.

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.

### **1. Services**

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 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.

### **2. Limitations and Exclusions**

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

You must provide a copy of the written advertised lower price showing the product, name of retailer, and date of advertisement, 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.

### **3. How to Request Price Protection Service**

Please be sure to keep copies of all receipts.

To request Price Protection Service, call **1-855-255-5205** or **613-634-4991** collect or file a request at **cardbenefits.assurant.com**. You 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.

Requests for Price Protection Service must be submitted within 120 days of the original purchase date of the Personal Property.

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The logo for Vancity, featuring the word "Vancity" in a bold, black, sans-serif font. The letter "V" is significantly larger and more prominent than the other letters.