Desjardins

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CERTIFICATE OF INSURANCE

AUTO RENTAL COLLISION/LOSS DAMAGE INSURANCE

ABOUT YOUR INSURANCE

This Certificate of Insurance contains information about Your insurance. Please read it carefully and keep it in a safe place. You should carry this Certificate with You when You travel.

This Certificate of Insurance takes effect as of the Effective Date shown in the **Definitions** section, and applies to all eligible Desjardins Credit Card Cardholders.

This insurance is provided by American Bankers Insurance Company of Florida (hereinafter referred to as the "**Insurer**") under Group Policy number DCS0514 (hereinafter referred to as the "**Policy**") issued by the Insurer to Fédération des caisses Desjardins du Québec (hereinafter referred to as the "**Policyholder**"). **The Insurer and its affiliates carry on business in Canada under the name of Assurant.**

The terms, conditions and provisions of the Policy are summarized in this Certificate of Insurance, which is incorporated into and forms part of the Policy. All benefits are subject in every respect to the Policy, which alone constitutes the agreement under which benefits will be provided. Refer to the **Definitions** section at the end of this Certificate of Insurance or to the applicable description of benefits and the paragraph above for the meanings of all capitalized terms.

For details on how to file Your claim, please refer to the **How to Claim** section. Keep the original receipts and other documents described herein to present them at time of claim.

HELPFUL INFORMATION

- In order to be covered for loss/damage up to the actual value of the damaged or stolen rental vehicle under this Auto Rental Collision/Loss Damage (CLD) Insurance Certificate, you **MUST** decline the Rental Agency's Collision Damage Waiver (CDW) or an equivalent coverage offering (see **Know Before You Go** section below). If You choose to purchase the Rental Agency's CDW option or similar coverage offered by the Rental Agency on the rental contract, or where such insurance is required by law, this Certificate of Insurance will only cover You for loss/damage up to the amount of the deductible stipulated in the Rental Agency's CDW or similar provision.
- This Certificate of Insurance does **not** provide third party liability coverage. Check with Your personal automobile insurer and the Rental Agency to ensure that You and all other drivers have adequate third party liability, personal injury and damage to property coverage.
- This Certificate of Insurance provides coverage for theft or damage to your rental vehicle. 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 **Limitations and Exclusions**, # 7 a, b or c).
- The length of time You rent the same vehicle must not exceed **48 consecutive days**. In order to break the consecutive day cycle, a full calendar day must elapse between rental periods. If the rental period exceeds 48 consecutive days, there will be no coverage for that rental period 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.
- Coverage is available except where prohibited by law and applies to the Insured Person's personal and business use of the rental vehicle.
- 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. During the rental period, if the vehicle has sustained damage of any kind, call **1-888-409-4442** if You are in Canada or the United States or call collect **613-634-4993** immediately.
- Do not sign a blank sales draft to cover the damage and Loss of Use charges or a sales draft with an estimated cost of repair and Loss of Use charges. The rental agent may make a claim on Your behalf to recover repair and Loss of Use charges by following the procedures outlined in the section **How to Claim**.
- Claims must be reported within 48 hours of the date of loss by calling the numbers provided above.

KNOW BEFORE YOU GO

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

If You experience difficulty using this Auto Rental CLD Insurance, please call toll free **1-888-409-4442** if You are in Canada or the United States or call collect **613-634-4993**. The Rental Agency will then be contacted and acquainted with this Auto Rental CLD Insurance.

ELIGIBILITY

You are eligible for Auto Rental CLD Insurance when You rent most private passenger vehicles for a period NOT to exceed 48 consecutive days, provided that:

1. You initiate the rental transaction by booking or reserving the vehicle rental with Your Desjardins Credit Card and by providing the same Desjardins Credit Card as payment guarantee prior to the time You take possession of the vehicle;
2. You rent the vehicle in Your name and charge the full cost of the rental vehicle to Your Desjardins Credit Card; and
3. You decline the Rental Agency's CDW option or similar coverage offered by the Rental Agency on the rental contract. If there is no space on the vehicle rental contract for You to indicate that You have declined the coverage, then indicate in writing on the contract "I decline CDW provided by this merchant". However, if You decide to purchase the Rental Agency's CDW option or similar coverage offered by the Rental Agency on the rental contract, or the Rental Agency's CDW coverage is included in the price of the vehicle rental (in certain locations, the law requires that rental agencies provide CDW coverage in the price of the vehicle rental), then the coverage provided under this Certificate of Insurance will be limited (see **Benefits** section).

COVERAGE PERIOD

Coverage begins as soon as You take control of the rental vehicle, and ends at the earliest of:

1. the time the Rental Agency assumes control of the rental vehicle, whether it be at its place of business or elsewhere;
2. the date the insurance terminates as outlined under section **Termination of Insurance**.

BENEFITS

If You decline the Rental Agency's CDW option or similar coverage offered by the Rental Agency on the rental contract, then this Auto Rental CLD Insurance is **primary insurance**. This means it covers You and/or a Rental Agency for loss/damage up to the actual value of the damaged or stolen rental vehicle, as well as valid Loss of Use charges resulting from damage or theft occurring subject to the terms and conditions in this Certificate.

If You decide to purchase the Rental Agency's CDW option or similar coverage offered by the Rental Agency on the rental contract or the Rental Agency's CDW coverage is included in the price of the vehicle rental, then this Auto Rental CLD Insurance is **secondary insurance**. This means it covers You and/or Rental Agency for loss/damage up to the deductible stipulated in the Rental Agency's CDW or similar provision, subject to the terms and conditions in this Certificate.

Benefits are 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.

The following types of rental vehicles are covered:

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 people including the driver and which are used exclusively for the transportation of passengers and their luggage) except those listed in the section **Types of Rental Vehicles Not Covered**.

Also,

- Rental vehicles which are part of prepaid travel packages are also covered if the total package was paid with Your Desjardins Credit Card.
- You are covered if You receive a "free rental" as a result of a promotion where You have had to make previous vehicle rentals and if each such previous rental was entirely paid for with Your Desjardins Credit Card.

TYPES OF RENTAL VEHICLES NOT COVERED

Vehicles which belong to the following categories 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;
4. off-road vehicles – meaning any vehicle used on roads that are not publicly maintained roads unless used to ingress and egress private property;
5. motorcycles, mopeds or motor bikes;
6. trailers, campers, recreational vehicles or vehicles not licensed for road use;
7. vehicles towing or propelling trailers or any other object;
8. mini-buses or buses;
9. any vehicle with a Manufacturer's Suggested Retail Price (MSRP) excluding all taxes, over $85,000 at the time and place of loss;
10. exotic vehicles, meaning vehicles such as Aston Martin, Bentley, Bricklin, Daimler, DeLorean, Excalibur, Ferrari, Jensen, Lamborghini, Lotus, Maserati, Porsche, Rolls Royce;
11. any vehicle which is either wholly or in part hand-made, hand finished or has a limited production of under 2,500 vehicles per year;
12. antique vehicles, meaning a vehicle over 20 years old or which has not been manufactured for 10 years or more;
13. Tax-Free Cars.

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

LIMITATIONS AND EXCLUSIONS

This Auto Rental CLD Insurance does NOT include loss arising directly or indirectly from:

1. a replacement vehicle for which Your personal automobile insurance covers 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;
7. operation of the rental vehicle in violation of the terms of the rental agreement except:
   a. 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.

N.B. 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.

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

This Auto Rental CLD Insurance does not pay for the premium or fee charged by the Rental Agency for their CDW option or similar coverage offered by the Rental Agency on the rental contract.

HOW TO CLAIM

Within 48 hours, call toll free **1-888-409-4442** if You are in Canada or the United States or call collect **613-634-4993**. The representative will answer Your questions and send You a claim form. If You would like to file your claim online, please visit **desjardins.assurant.com/en**.

Decide with the rental agent which one of You will make the claim.

If the rental agent decides to settle the claim directly, complete the accident report claim form and assign the right for the Rental Agency to make the claim on Your behalf on the claim form or other authorized forms. It is important to note that You remain responsible for the loss/damage or theft and that You may be contacted in the future to answer inquiries resulting from the claims process. Original documentation may also be required in some instances. If You have any questions, are having any difficulties, or would like the Insurer to be involved immediately, call the number provided above.

If You will be making the claim, You must call the Insurer within 48 hours of the date of loss. Your claim must be submitted with as much of the documentation requested below as possible within 45 days of discovering the loss/damage or theft. You will need to provide all the requested documentation within 90 days of the date of loss to the Insurer.

The following claim documentation is required:

1. the claim form, completed and signed;
2. Your Desjardins Credit Card sales draft showing that the rental was paid in full with the Desjardins Credit Card;
3. the original copy of both sides of the vehicle rental agreement;
4. the accident, loss/damage or theft report;
5. the itemized repair bill or, if unavailable, a copy of the estimate;
6. the receipt for paid repairs;
7. the police report, when available;
8. a copy of Your billing or pre-billing statement if any repair charges were billed to Your Account;
9. if Loss of Use is charged, a copy of the Rental Agency's complete daily utilization log from the date the vehicle was not available for rental, to the date the vehicle became available to rent;
10. if You have purchased the Rental Agency's CDW option or similar coverage offered by the Rental Agency on the rental contract, or where such insurance is required by law:
    - a copy of Your Rental Agency's Collision Damage Waiver (CDW) or similar coverage; and
    - a copy of Your receipt or invoice indicating the deductible amount.

Under normal circumstances, the claim will be paid within 15 days after the Insurer has received all necessary documentation. If the claim cannot be assessed on the basis of the information that has been provided, it will be closed.

GENERAL PROVISIONS AND STATUTORY CONDITIONS

The insurance is subject to the general provisions and statutory conditions stated herein.

NOTICE AND PROOF OF CLAIM

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 under the Policy, but in all events, provided within 90 days of the date of such loss. Written notice given by or on behalf of the claimant to the Insurer, with information sufficient to identify the Cardholder, shall be deemed notice of claim to the Insurer.

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

PAYMENT OF CLAIM

Payment made in good faith in respect of a claim will discharge the Insurer to the extent of that claim. No person or entity other than the Cardholder shall have any right, remedy or claim, legal or equitable, to the benefits.

DUE DILIGENCE

You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by the Policy.

SUBROGATION

Following payment of Your claim under the Policy, the Insurer shall be subrogated to the extent of the amount of such payment, to all of the rights and remedies You have against any party in respect of such claim, and shall be entitled, at its own expense, to sue in Your name. You shall give the Insurer all such assistance as is reasonably required to secure the Insurer's rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in Your name.

TERMINATION OF INSURANCE

Coverage ends on the earliest of:

1. the date the Account is cancelled, closed or ceases to be in Good Standing;
2. the date the Cardholder ceases to be eligible for insurance; and
3. the date the Policy terminates.

No benefits will be paid under this Policy for loss or damage occurring after the coverage has terminated, unless otherwise specified or agreed.

FALSE CLAIM

If You make a claim knowing it to be false or fraudulent in any respect, You will not be entitled to the benefit of coverage under the Policy, nor to the payment of any claim made under the Policy.

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.

IF YOU HAVE A CONCERN OR COMPLAINT

If You have a concern or complaint about Your coverage, please call the Insurer at **1-888-409-4442**. 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**.

PRIVACY POLICY

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.

COPY OF THE POLICY

The Cardholder or a person making a claim under this Certificate may request a copy of the Policy and/or a copy of the application for this insurance, if applicable, by writing to the address shown below:

Assurant
Canadian Head office
5000 Yonge Street, Suite 2000
Toronto, Ontario M2N 7E9

DEFINITIONS

The following words or phrases have the meanings set forth below:

ACCOUNT means the Desjardins Credit Card Account, which must in Good Standing with the Policyholder.

CAR SHARING means a commercially registered 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.

CARDHOLDER means a person to whom a Desjardins Credit Card has been issued and whose name is on the card or any additional Cardholder who is authorized to use the card in accordance with the Cardholder Agreement or the Variable Credit Agreement. Cardholder may also be referred to as "You" and "Your".

DESJARDINS CREDIT CARD means an Odyssey Gold, Travel Gold, Affinity Gold, Cash Back World, Odyssey World Elite, Platinum, Platinum Prestige, Business Advantage, Corporate, U.S. Business and/or U.S. credit card issued by the Policyholder.

DOLLARS and **$** mean Canadian dollars.

EFFECTIVE DATE means for Odyssey World Elite Cardholders, the Effective Date of this Certificate of Insurance is May 16, 2016. For other Cardholders, the Effective Date is January 18, 2016.

GOOD STANDING means, with respect to an Account, that the Cardholder has not advised the Policyholder to close it, it is in compliance with all terms of the Cardholder Agreement or the Variable Credit Agreement and the Policyholder has not suspended or revoked credit privileges or otherwise closed such Account.

INSURED PERSON means:

(1) The Cardholder who appears at the Rental Agency and personally signs the rental contract, takes possession of the rental vehicle and complies with the terms of this Certificate.

(2) Any other person who, with the Cardholder's permission, drives the same rental vehicle, whether or not that person has been named in the rental contract or identified to the Rental Agency at the signing of the contract, provided that he/she and all other drivers meet and respect the terms and conditions set forth in the rental contract, and are legally licensed and permitted to drive the rental vehicle according to the relevant regulations in force in the concerned jurisdiction.

LOSS OF USE means the amount paid to a Rental Agency as compensation when a rental vehicle is unavailable for rental while undergoing repairs for damage incurred during the rental period.

RENTAL AGENCY means an auto Rental Agency licensed to rent vehicles and which provides a rental agreement. For greater certainty, Rental Agency refers to both traditional auto rental agencies and Car Sharing programs.

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

TAX-FREE CAR means a tax-free car package that provides tourists with a short-term (17 days to six months), tax-free vehicle lease agreement with a guaranteed buyback. This Auto Rental CLD Insurance will not provide coverage for Tax-Free Cars.