



Collision Loss Damage Insurance

Canada – Commercial Card, Corporate Card, Purchasing Card, Virtual Travel Cards, Executive Card, Executive Explorer and related Ghost Card Accounts

(applies to both Visa and Mastercard)

Description of Coverage provided for Bank of America

Description of Coverage

This Description of Coverage replaces any and all Descriptions of Coverage previously issued to the insured with respect to insurance described herein.

Your Guide to Benefit describes the benefit in effect as of 12/1/2020 Benefit information in this guide replaces any prior benefit information you may have received. Please read and retain for your records. Your eligibility is determined by your financial institution.

Collision/Loss Damage (CLD) Insurance

Collision/Loss Damage (CLD) Insurance provides coverage when you use your eligible Account 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 the CLD Insurance. The coverage compensates you or a Rental Agency 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.

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.

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.

When does it apply?

For coverage to be in effect, you must use your eligible Account to pay for the entire rental from a Rental Agency and 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". Additionally:

- rental vehicles which are part of prepaid travel packages are also covered if the total package was paid by your eligible Account;
- 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 eligible Account;
- you are covered if you receive a "free rental" day(s) as a result of a travel reward program (or other similar 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 eligible Card;
- you are covered if points earned under your eligible Card (member points program) are used to pay for the rental. However, if only a partial payment is paid using the (member points program), the entire balance of that rental must be paid using your eligible Card in order to be covered.

When does coverage terminate?

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; or
4. Your eligible Account is cancelled or card privileges are otherwise terminated.

When is coverage 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 "What is *not* covered?" Item 7 a), b) or c)).

What vehicles are 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;
4. off-road vehicles - meaning any vehicle used on roads that are not publicly maintained roads unless used to ingress and egress private property;
5. motorcycles, mopeds or motor bikes;
6. trailers, campers, recreational vehicles or vehicles not licensed for road use;
7. vehicles towing or propelling trailers or any other object;
8. mini-buses or buses;
9. any vehicle with a Manufacturer's Suggested Retail Price (MSRP) excluding all taxes, over sixty-five thousand dollars (\$65,000) Canadian, at the place the rental agreement is signed or where the rental vehicle is picked up;
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 handmade, hand finished or has a limited production of under 2,500 vehicles per year;
12. antique vehicles, meaning a vehicle over twenty (20) years old or which has not been manufactured for ten (10) years or more;
13. Tax-free cars.

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

Who is eligible for this benefit?

Covered Persons are covered when the Cardholder's name is embossed on an eligible card issued in the Canada, and the Cardholder charges the entire rental from a Rental Agency to his or her eligible Account.

What is *not* covered?

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 Covered Person is driving while intoxicated or under the influence of any narcotic;
5. any dishonest, fraudulent or criminal act committed by any Covered 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) Covered Persons as defined, may operate the rental vehicle;
 - b) the rental vehicle may be driven on publicly maintained gravel roads;
 - c) the rental vehicle may be driven across provincial and state boundaries in Canada and the U.S. and between Canada and the U.S.

N.B. 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.
8. seizure or destruction under a quarantine or customs regulations or confiscated 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 a Covered Person.

How to file a claim:

FOR CLAIMS RELATED MATTERS ONLY - you may submit a claim directly to Chubb Insurance Company of Canada. To file a claim directly with Chubb Insurance Company of Canada contact the Claim Administrator, Crawford & Company (Canada) Inc. Complete all items on the required claim form, attach all appropriate documents, and mail or fax to:

Crawford & Company (Canada) Inc.
National Claims Management Centre
100 Milverton Drive, Suite 300
Mississauga, Ontario L5R 4H1
Call Toll Free - 855-897-8512
Fax - 905-602-0185
Email: newhumanriskclaims@crawco.ca

Please Reference Policy #: 9908-74-78

Follow these steps to file a claim:

1. Within 48 hours, 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 and that you may be contacted in the future to answer inquiries resulting from the claims process. The rental agent may fax the required documentation to 1-905-602-0185. Original documentation may also be required in some instances. (If you have any questions, are having any difficulties, or would like the claims administrator to be involved immediately, call the number provided above). If you will be making the claim, you must call the claims administrator within 48 hours of the damage/theft having occurred.
2. 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.
3. When We receive notice of a claim, We will send you forms for giving proof of loss to Us within fifteen (15) days. If you do not receive the forms, you should send Us a written description of the loss.
4. We will pay you the applicable benefit amount within sixty (60) days after We receive complete proof of loss and you have complied with all the terms of this policy.

Payment of this benefit is subject to Our receipt of satisfactory proof of loss. Proof of loss includes, but is not limited to:

- your Account sales draft showing that the rental was paid in full with the Account, or the Account 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.

Specific questions and request for a claim form may be submitted to the **Plan Administrator** at the following address:

cbsi Card Benefit Services
550 Mamaroneck Avenue, Suite 309
Harrison, NY 10528

General Provisions:

Access to Documents - The Covered Person, and any claimant under the insurance, may request a copy of the policy, subject to certain access restrictions.

Limitation of Actions - 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 (or other applicable legislation) in the Cardholder's province or territory of residence.

Privacy - At Chubb, We are committed to protecting our customers' privacy. Chubb's policy is to limit access to customer information to those who need it to serve customers' insurance needs and to maintain and improve customer service. The information provided by customers is required by Us, Our reinsurers and authorized administrators to assess customers' entitlement to benefits, including but not limited to determining if coverage is in effect, investigating the applicability of exclusions and coordinating coverage with other insurers. For these purposes, We, Our reinsurers and authorized administrators consult existing insurance files about customers, collect additional information about and from customers, and where required, collect information from and exchange information with, third parties. We do not disclose customer information to third parties other than Our agents and brokers, except as necessary to conduct business, e.g., processing claims or as required by law. We advise customers that, in some instances, employees, service providers, agents, reinsurers, and any of their providers, of Chubb may be located in jurisdictions outside Canada and that customers' personal information may thus be subject to the laws of those foreign jurisdictions.

The Privacy Officer; Chubb Insurance Company of Canada, 199 Bay Street, 25th Floor, Toronto, Ontario, M5L 1E2. For more information on privacy at Chubb, visit Chubb.com/ca

Complaints Procedures - If a Covered Person has a complaint or inquiry about any aspect of this insurance coverage, please call 1-877-534-3655 between 8:00 a.m. and 8:00 p.m. (ET), Monday to Friday. If for some reason the Covered Person is not satisfied with the resolution to their complaint or inquiry, the Covered Person may communicate their complaint or inquiry in writing to our complaints officer:

Chubb Insurance Company of Canada
199 Bay Street, Suite 2500
P.O. Box 139 Commerce Court Postal Station
Toronto, ON M5L 1E2
Email: complaintscanada@chubb.com

If the Covered Person is still not satisfied with the resolution to their complaint or inquiry, the Covered Person may communicate their complaint or inquiry to:
General Insurance OmbudService
1-877-225-0446
<https://www.giocanada.org/complaint-form/>

Definitions

Account means the Cardholder's business credit card account issued by Bank of America.

Car Sharing means a car rental club which gives its members 24 hour access to a fleet of cars parked in a convenient location.

Cardholder means an individual to whom an Account has been issued by Bank of America.

Card means a Bank of America Corporate or Purchasing Card Account.

Covered Person means: (1) you the Cardholder, 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. (2) Any other person who drives the same rental vehicle with your permission whether or not such person has been listed on the rental vehicle contract or has been identified to the Rental Agency at the time of making the rental, however, you and all drivers must otherwise qualify under and follow the terms of the rental contract and must be legally licensed and permitted to drive the rental vehicle under the laws of the jurisdiction in which the rental vehicle shall be used.

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

Rental Agency 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.

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 Collision/Loss Damage Insurance program will not provide coverage for Tax-free cars.

We, Us and Our means Chubb Insurance Company of Canada.

As a handy reference guide, please read this and keep it in a safe place with your other insurance documents. This description of coverage is not a contract of insurance but is a summary of the principal provisions of the insurance while in effect. Complete policy provisions are contained in the master policy, on file with the policyholder.

This information is a brief description of the important features of this insurance plan. It is not an insurance contract. Insurance benefits are underwritten by Chubb Insurance Company of Canada.