



PREMIER NATIONAL  
PARTNER

RBC Insurance®

## RENTAL CAR PHYSICAL DAMAGE

### **For Emergency Assistance:**

Please contact Assured Assistance Inc. immediately at one of these numbers:

- 1-800-387-2487 (toll-free call from USA or Canada)
- 001-800-514-1890 (toll-free call from Mexico)
- 905-816-2561 (collect call from anywhere)
- 1-888-298-6340 (toll-free fax from the USA or Canada)
- 905-813-4719 (fax)

### **Claims Assistance**

If *you* need a Claim & Authorization form, to submit a new claim, or *you* want status on an existing claim, please contact *our* Claims Department at:

P.O. Box 97

Station A, Mississauga, Ontario, L5A 2Y9

905-816-2572 or 1-800-263-8944

**RENTALCARPHYSICAL DAMAGE**

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## Summary of Insurance Coverage

<b>Rental Car Physical Damage Insurance</b>	
<b>Risk</b>	<b>Principal Sum</b>
Physical Damage to <i>rental car</i>	\$50,000

### Definitions

The following are *our* definitions and apply when written in *italics* throughout this document.

**Commercial rental agency** - a car rental agency licensed under the law of its jurisdiction.

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

**Departure point** - the place *you* depart from on the first day of *your* intended travel period, as shown on *your trip* itinerary insured by *us* or on *your insurance application/confirmation of coverage*.

**Effective date** - the date on which *you* are scheduled to take possession of *your rental car*, as shown on *your insurance application/confirmation of coverage*.

**Expiry date** - the date on which *your* coverage ends under this insurance, as shown on *your insurance application/confirmation of coverage*.

**Insurance application/confirmation of coverage** - the printed form, computer printout, invoice or document provided by *your* Travel Agent or through *your* online application, which confirms the insurance coverage *you* have purchased. The *insurance application/confirmation of coverage* forms part of the insurance contract.

**Mini-van** - means a van made by an automobile manufacturer and classified by the manufacturer or a government authority as a *mini-van* made to transport a maximum of eight (8) people including the driver and which are used exclusively for the transportation of passengers and their luggage.

**Period of insurance** - the period of time between *your effective date* and *your return date*.

**Rental car** - a vehicle (such as private passenger automobile, or *mini-van*), rented by *you* from a *commercial rental agency* for *your* personal use under a written rental agreement. *Rental car* does not mean truck; commercial van; bus; motorcycle; moped; motorbike; recreational vehicle; all-terrain vehicle; camper or trailer; limousine; an automobile that is more than 20 years old; or Aston Martin, Bentley, Bricklin, Daimler, De Lorean, Excalibur, Ferrari, Jensen, Lamborghini, Lotus, Maserati, Porsche, Rolls Royce, or any similar automobile. A *rental car* also does not mean a sport utility vehicle or any other automobile while *you* use it off-road.

**Return date** - the date on which *you* are scheduled to return *your rental car* to the *commercial rental agency*, as shown on *your insurance application/confirmation of coverage*.

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

**Travelling companion** - the person who is sharing travel arrangements with *you*, to a maximum of three persons

**Trip** - the period of time between leaving *your departure point* up to and including *your return date*.

**We, us and our** refer to RBC Insurance Company of Canada.

**You, yourself and your** refer to the person named as the insured on the *insurance application/confirmation of coverage* when the required insurance premium has been paid before the *effective date*.

### General Insurance Details

Your insurance coverage is subject to the terms set out in this document.

#### **Who is eligible for coverage?**

To be eligible for insurance coverage *you* must:

- purchase coverage through a Canadian Travel Agency appointed by RBC Insurance Company of Canada;
- purchase *your* coverage before *your effective date*;
- be renting the *rental car* for a maximum of 60 days;
- book *your rental car* with the Travel Agent with whom *you* have booked *your trip*.

#### **How do you become insured?**

*You* become insured and this policy becomes an insurance contract:

- when *you* are named on *your* completed *insurance application/confirmation of coverage*;
- upon payment of the required premium on or before *your effective date*.

#### **When does your insurance start and end?**

Insurance starts on *your effective date*.

Insurance ends on the earliest of:

- a) the date of the cause of cancellation if *your trip* is cancelled before *your* date of departure from *your departure point*;
- b) the date *you* return to *your* province, territory or country of residence;
- c) midnight of *your return date*;
- d) midnight of *your expiry date*;
- e) the date and time the *commercial rental agency* reassumes control of the *rental car*; the date and time the rental contract expires; or 60 consecutive days after the rental contract started.

#### **When does your coverage automatically extend?**

- 1 If *you* cannot complete *your trip* by *your return date* because of the delay of a common carrier in which *you* are scheduled to travel, *your* coverage will automatically extend for the delay period to a maximum of 72 hours.
- 2 If *you* or *your travelling companion* are hospitalized on *your return date* or *expiry date*, *your* coverage will automatically extend for the period of hospitalization and up to an additional 5 days after discharge.

- 3 If *you* or *your travelling companion* are delayed beyond *your return date* because of a *medical condition* and are medically unable to travel, but are not hospitalized, *your coverage* will automatically extend for the delay period to a maximum of 5 days after *your return date*.
- 4 Regardless of the automatic extensions above, coverage will not continue beyond 365 days from *your latest date of departure from your departure point*.

**What if *you* decide to extend *your trip*?**

If *you* decide to extend *your trip*, any extension of *your coverage* is subject to the following conditions:

- 1 *You* must request the extension by contacting *your Travel Agent* before *your return date*.
- 2 *You* must pay the required additional premium before *your original return date*.
- 3 If the insurance for which *you* require the extension is not available for the duration that includes the total number of days of *your trip* and any optional extension(s), *your coverage* cannot be extended. Instead, *you* may be able to purchase a new policy under the coverage:
  - a) for which *you* are eligible; and
  - b) that is available for the duration that includes the period beginning with *your effective date* and ending at *your new return date*.

The terms, conditions and exclusions of the extension policy apply to *you* during the extension period.

**When can *your premium* be refunded?**

- 1 All requests for premium refunds must be submitted to the Travel Agent from whom *you* purchased the insurance.
  - 2 If *you* return to *your departure point* before *your return date*, the premium *you* paid for the unused days can be refunded, if *you*:
    - provide proof of *your date of return*; and
    - do not have a claim under the insurance.
- However, a minimum premium may be retained.

### **Terrorism Coverage**

Where an *act of terrorism* directly or indirectly causes a loss that would otherwise be payable under one of the covered risks in accordance with the terms and conditions of the policy, this insurance will provide coverage as follows:

- a) We will reimburse *you* up to a maximum of 100% of *your* eligible loss.
- b) The benefits payable in accordance with paragraph a) are in excess to all other potential sources of recovery, including but not limited to, alternative or replacement travel options offered by airlines, tour operators, cruise-lines and other travel suppliers and other insurance coverage (even where such other coverage is described as excess) and will only respond after *you* have exhausted all such other sources.

### **Rental Car Physical Damage Insurance**

(Underwritten by RBC General Insurance Company)

#### **What must *you* do when there is loss or damage to the rental car?**

- a) *You* must immediately contact Assured Assistance Inc. and the *commercial rental agency* to report full details of any loss or damage which occurs during the rental period.
- b) In the event of an accident, malicious act, burglary, robbery or theft *you* must immediately report to the police or other authorities having jurisdiction, full details as required by law.

Failure to report the loss as outlined will invalidate any claim under this insurance.

#### **What risks are insured?**

Loss for which *you* may be liable, resulting from physical loss or damage anywhere in the world to a *rental car* solely while the *rental car* is under:

- a) *your* care, custody and control; or
- b) the care, custody or control of a person permitted to operate the *rental car* under the rental agreement; for 60 consecutive days or less.

#### **What is the coverage amount?**

Up to \$50,000 for the total of all benefits.

#### **What are the benefits?**

- 1 The liability imposed upon *you* by law or assumed by *you* under the car rental agreement, if there is physical damage to the *rental car*.
- 2 When benefit 1 applies, *we* will, on behalf of the insurer:
  - a) investigate, negotiate or settle any claim, on *your* behalf and as *we* deem appropriate;
  - b) defend in *your* name and on *your* behalf and at *our* cost, on behalf of the insurer, any civil action that may be brought against *you* on account of such loss or damage;
  - c) pay all costs assessed against *you* in any civil action *we* defend, on behalf of the insurer, and any interest accruing after judgment upon that part of the judgment which is within the limit of the insurer's liability; and
  - d) pay towing costs, general average, salvage, fire department charges, customs duties and reasonable costs for loss of use of the *rental car* for which *you* are responsible.

#### **What is not covered?**

This insurance does not cover:

- 1 Liability other than for loss of or damage to the *rental car*.
- 2 Expenses assumed, waived or paid by the *commercial rental agency* or its insurers or payable under any other insurance.
- 3 Contents of the *rental car*.
- 4 Loss or damage arising from, caused by or contributed to by driving or operation of the *rental car* by *you* or any other person:
  - a) while under the influence of intoxicating substances; or
  - b) in a speed test or contest; or
  - c) while carrying passengers for compensation or hire, while being used for commercial delivery or transporting contraband or illegal trade; or
  - d) in violation of the terms of the car rental agreement.
- 5 Loss or damage arising from, caused by, or contributed to by:
  - a) mechanical fracture or breakdown of any part of the *rental car*; or
  - b) rusting, corrosion, wear and tear, gradual deterioration, inherent defect, or freezing, but the insurer will be liable for resulting loss or damage which is insured hereunder; or
  - c) conversion or any dishonest act by *yourself* or any other party of interest, *your* employees or agents, or any person to whom the property may be entrusted (bailees for hire excepted); or
  - d) *your* failure to preserve or protect the property, or *your* neglect or abuse of the property; or
  - e) consequence of war (declared or not), act of foreign enemies or rebellion.
- 6 Any loss, claim or expense of any kind caused directly or indirectly from ionising radiation or radioactive *contamination* from any nuclear fuel or waste which results from the burning of nuclear fuels; or, the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

#### **What conditions apply?**

- 1 This insurance is valid only if *you* book *your* car rental with the Travel Agent with whom *you* have booked *your* trip.
- 2 If required by the *commercial rental agency*, *you* must:
  - a) examine the *rental car* and record, in writing, all existing damages before acceptance of the *rental car*; and
  - b) keep a copy of this written record of pre-existing damages for submission to *us* in the event of a claim.
- 3 *You* must not undertake any repairs other than those that are immediately necessary for the protection of the *rental car* from further loss or damage, nor remove any physical evidence of the loss or damage without *our* consent.
- 4 This insurance is subject to the "Terrorism Coverage", "General Conditions" and "How Do *You* Submit a Claim?" sections outlined in this policy.

### **General Conditions**

- 1 If *you* fail to meet the eligibility conditions as outlined under “Who is eligible for coverage?” *your* insurance is void and *our* liability is limited to a refund of the premium paid.
- 2 When making a claim under this insurance, *you* must provide the applicable documents *we* require. Failure to provide the applicable documentation will invalidate *your* claim.
- 3 If *you* are eligible, from any other insurer, for benefits similar to the benefits provided under this insurance, the total benefits paid to *you* by all insurers cannot exceed the actual expense that *you* have incurred. *We* will coordinate the payment of benefits with all insurers from whom *you* are eligible for benefits similar to those provided under this insurance, to a maximum of the largest amount specified by each insurer.
- 4 If *you* are insured under more than one of *our* policies, the total amount paid to *you* cannot exceed the actual expense which *you* have incurred and the maximum *you* are entitled to is the largest amount specified for the benefit in any one policy
- 5 Any of *our* policies are excess insurance and are the last payors. All other sources of recovery, indemnity payments or insurance coverage must be exhausted before any payments will be made under any of *our* policies.
- 6 *You* must repay to *us* any amount paid or authorized by *us* on *your* behalf if and when *we* determine that the amount is not payable under the terms of *your* policy.
- 7 If *you* incur expenses covered under this insurance due to the fault of a third party, *we* may take action against the party at fault. *You* agree to cooperate fully with *us* and to allow *us*, at *our* own expense, to bring a law suit in *your* name against the third party. If *you* recover against a third party, *you* agree to hold in trust sufficient funds to reimburse *us* for the amounts paid under the policy.
- 8 *We* will pay the expenses, other than for loss of life, covered under this insurance to *you* or to the provider of the service(s). Any sum payable for loss of life will be payable to *your* estate unless otherwise specified in *your* insurance application/confirmation of coverage.
- 9 Payment, reimbursement and amounts shown throughout this contract are in Canadian dollars, unless otherwise stated. If currency conversion is necessary, *we* will use the exchange rate on the date the last service was rendered to *you*. This insurance will not pay for any interest.
- 10 *You* and *we* agree that all disputes, controversies or claims arising under this policy or otherwise in connection with this policy, whether of law or fact and of any nature whatsoever including, but not limited to, all disputes or controversies related to determinations made under the policy shall be decided by arbitration before a single arbitrator in the Canadian province or territory in which this policy was issued under the rules embodied in the arbitration legislation of the Canadian province or territory in which this policy was issued or, in the absence of such legislation, in the Commercial Arbitration Act, R.S.C. 1985, C.17 (second supp.), as amended. In any event, any action or arbitration proceeding against *us* for the recovery of a claim under this policy shall not be commenced more than 1 year after the occurrence which gives rise to the claim. If, however, this limitation is invalid according to the laws of the province or territory where this policy was issued, *you* must commence *your* action or arbitration proceeding within the shortest time limit permitted by the laws of that province or territory. In addition, the venue of any action or arbitration proceeding shall only be in the province or territory where the policy was issued. *You*, *your* heirs and assigns consent to the transfer of any action or arbitration proceeding to the province or territory where the policy was issued and at a venue chosen by *us* and/or Assured Assistance Inc.
- 11 This contract is void in the case of fraud or attempted fraud by *you*, or if *you* conceal or misrepresent any material fact or circumstance concerning this insurance.
- 12 Throughout this document, any reference to age refers to *your* age on the date of insurance application/confirmation of coverage.
- 13 *We* and *our* agents, Assured Assistance Inc. and their agents are not responsible for the availability, quality or results of any medical treatment or of any transportation or of *your* failure to obtain medical treatment.
- 14 This document, including the insurance application/confirmation of coverage, is the entire contract between *you* and *us*. Despite any other provision of this contract, this contract is subject to any applicable federal and provincial statutes concerning contracts of insurance.

### **How do you submit a claim?**

- 1 When *you* call Assured Assistance Inc. at the time of an emergency, *you* are given all the information required to file a claim. Otherwise, please refer to the instructions below.
- 2 *You* must file *your* claim with *us* within 30 days of the loss or damage in the case of a claim under *Rental Car Physical Damage*.
- 3 Please contact *our* Claims Department at:  
P.O. Box 97, Station A, Mississauga, Ontario, L5A 2Y9  
905-816-2572 or 1-800-263-8944

*We* require the fully completed Claim & Authorization form, and:

- the invoice and/or receipt showing payment of the car rental,
- a copy of the car rental agreement,
- brief description of the loss, and where applicable:
  - police report if the loss is over \$500, or the *commercial rental agency* loss report.
  - copy of the repair bill or estimate of repair cost.
  - copy of *your* written record of pre-existing damages, as completed before *your* acceptance of the *rental car*.

**FAILURE TO COMPLETE THE REQUIRED CLAIM & AUTHORIZATION FORM IN FULL WILL DELAY THE ASSESSMENT OF *YOUR* CLAIM.**



**RBC Insurance Company of Canada and  
Assured Assistance Inc.  
P.O. Box 97, Station A,  
Mississauga, Ontario L5A 2Y9**

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