

Neo Financial Mastercard: Car Rental Accidental Death & Dismemberment Insurance

IMPORTANT

Coverage under this certificate only applies to Cardholders who have a Card and are subscribed to the Travel Perk at time of the reservation of the Rental Car, through to and including when the claim occurs. The full cost of the Rental Car must be paid with the Card.

Please read this Certificate of Insurance (the “Certificate”) carefully, keep it in a safe place and carry it with You when You travel.

GENERAL INFORMATION

All capitalized terms are defined in the “Definitions” section of this Certificate.

We certify that effective June 13, 2022, Master Policy 9912-0323, (the “Master Policy”) issued by Chubb Insurance Company of Canada, 199 Bay Street, Suite 2500, P.O. Box 139, Commerce Court Postal Station, Toronto, Ontario, M5L 1E2 to Neo Financial Technologies Inc. (“Neo”) provides Car Rental Accidental Death & Dismemberment Insurance for You.

This Certificate is not a contract of insurance. It contains the terms and conditions of Your insurance under the Master Policy.

All benefits are subject in every respect to the Master Policy which alone constitutes the Agreement under which payments are made.

This insurance coverage may be cancelled or modified at the option of Neo at any time.

For general coverage inquiries or to report a claim, contact Crawford & Company (Canada) Inc.:

1-888-552-3236 (international toll free) or
416-957-5092 (local)
<https://ca-fnol.claims.global/chubbcc>

Notice of claim must be provided forty-eight (48) hours after the occurrence or commencement of any loss covered by this Certificate or as soon thereafter as is reasonably possible.

ELIGIBILITY

The Cardholder is eligible to be insured under this Certificate if at the time the full cost of the Rental Car is reserved with and charged to the Card and including the period of time up to and during the rental period, the Cardholder:

- is a Permanent Resident of Canada
- has a Card with the Travel Perk; and
- has an Account in Good Standing.

A Spouse is eligible to be insured under this Certificate if at the time full cost of the Rental Car is charged to the Card and including the period of time up to and during the rental period:

- the Cardholder is eligible to be insured under this Certificate as described above, even if the Cardholder is not travelling; and
- the Spouse is a Permanent Resident of Canada and continues to meet the definition of Spouse.

A Dependent Child is eligible to be insured under this Certificate if at the time full cost of the Rental Car is charged to the Card and including the period of time up to and during the rental period:

- the Cardholder is eligible to be insured under this Certificate as described above; and
- the Dependent Child is a Permanent Resident of Canada, is travelling with either the Cardholder or Spouse; and continues to meet the definition of Dependent Child.

WHEN COVERAGE IS EFFECTIVE

This insurance coverage is effective when You enter into a non-renewable Rental Car Agreement for a four-wheel passenger vehicle, where the total rental period does not exceed forty-eight (48) days, subject to exclusions and limitations (as outlined in the Exclusions and Limitation section) and the following requirements:

- the Rental Car must be rented by You;
- the Rental Car must be rented from a commercial car rental agency;
- the full cost, including applicable taxes and/or fees of the Rental Car must be charged to the Card. An eligible Rental Car included in a pre-paid travel package is covered if the full cost of the travel package was charged to the Card; and
- You must not rent more than one vehicle at a time during a rental period; and
- the Rental Car must have been operated by You and You must be listed on the Rental Car Agreement and authorized to operate the Rental Car under the Rental Car Agreement in accordance with its conditions when the loss occurs.

WHEN COVERAGE BEGINS

Insurance coverage begins as soon as You take control of the Rental Car.

WHEN COVERAGE ENDS

Insurance coverage ends on the earliest of:

- A) the time when the rental agency assumes control of the Rental Car, whether it be at its place of business or elsewhere. Rental keys left in a locked drop box does not constitute that the rental agency has assumed control of the Rental Car;
- B) the end of the chosen rental period;
- C) the date on which the Card is cancelled;
- D) the date on which the balance of the Card is sixty (60) days past due;
- E) the date on which the Master Policy terminates; or
- F) the date on which Neo receives notice from the Cardholder to cancel the Card.

BENEFITS

We will pay a benefit amount of up to \$100,000 for the Cardholder and up to \$10,000 per Spouse or Dependent Child if, within one year from an Accident that occurs while the Cardholder, Spouse or Dependent Child are riding as a passenger in, entering, or exiting a Rental Car, the Cardholder, Spouse or Dependent Child suffer one of the losses in the table below.

Type of Loss	Benefit Amount	
	Primary Cardholder	Spouse or Dependent Child
Loss of Life	\$100,000	\$10,000
Loss of Both Hands or Feet	\$100,000	\$10,000
Loss of One Foot or One Hand and the Entire Sight of One Eye	\$100,000	\$10,000
Loss of Entire Sight of Both Eyes	\$100,000	\$10,000
Loss of One Hand and One Foot	\$100,000	\$10,000
Loss of Speech and Hearing	\$100,000	\$10,000
Loss of One Hand or One Foot	\$50,000	\$5,000
Loss of Entire Sight of One Eye	\$50,000	\$5,000
Loss of Speech	\$50,000	\$5,000
Loss of Hearing	\$50,000	\$5,000
Loss of Thumb and Index Finger on the Same Hand	\$25,000	\$2,500

If You have multiple losses as the result of one Accident, We will only pay the single largest benefit amount applicable to the losses suffered.

We shall not be liable for any amount in excess of \$150,000 per Rental Car for any one Accident. If an Accident results in benefit amounts becoming payable, which when totalled, exceed \$150,000, then the aggregate limit of insurance will be divided proportionally based on each applicable benefit amount.

The Loss of Life benefit amount for the Cardholder will be paid to the Cardholder's estate. All other benefit amounts will be paid to the Cardholder.

EXCLUSIONS AND LIMITATIONS

This insurance does not cover any loss arising from or related to:

- Off-road operation – any event which occurs while the Rental Car by use off of publicly maintained roads
- Speed Contests – any event which occurs while the Rental Car while driving at a rate of speed that is a marked departure from the lawful rate of speed
- Intoxication – any event which occurs while You are under the influence of illicit drugs or alcohol (where the concentration of alcohol in Your blood exceeds the amount defined by the laws of the jurisdiction where the Accident occurs) or when You illustrate a visible impairment due to alcohol or illicit drugs)
- Disease – bodily or mental infirmity, sickness, illness, or disease of any kind

- Suicide or Intentional Injury – suicide, attempted suicide or self-inflicted injury
- Violation of Rental Car Agreement – operation of the Rental Car in violation of the terms of the Rental Car Agreement
- Intentional Acts – damage due to intentional acts
- Criminal Offence – committing or attempting to commit a criminal act
- War or Insurrection – declared or undeclared war, or any act of war, riot or insurrection; or hostilities, rebellion, revolution or usurped power
- Cyber Incident

CLAIMS PROCEDURES

Notice of claim must be provided to Crawford & Company (Canada) Inc. forty-eight (48) hours after the occurrence or commencement of any loss covered by this Certificate or as soon thereafter as is reasonably possible, by telephone at 1-888-552-3236 (international toll free) or 416-957-5092 (local) or online at <https://ca-fnol.claims.global/chubbcc>. Please submit written notice of Your claim within thirty (30) days of the date of loss with such supporting documentation as You are then able to provide to:

Crawford and Company (Canada) Inc.
 National Claims Management Centre
 100 Milverton Drive, Suite 300
 Mississauga, Ontario L5R 4H1
 Fax - 905-602-0185
 Email: NeoClaims@crawco.ca

1-888-552-3236 (international toll free) or
 416-957-5092 (local)
<https://ca-fnol.claims.global/chubbcc>

The following documents must accompany Your claim:

- A) proof that the Rental Car was paid for using the Card;
- B) original Rental Car Agreement;
- C) police report or other report to local authorities;
- D) certified death certificate; and
- E) medical records pertaining to the Accident.

Deadline to Submit a Claim

The claim form and the required documents must be completed as requested and returned to Us as soon as possible within six (6) months after the loss or, if You are a Quebec resident, within the year of the loss if You prove Your impossibility to act within six (6) months after the loss. Your insurance must not have been terminated at the time of loss.

DEFINITIONS

“Accident” means a sudden, unforeseen and unexpected event happening by chance.

“Account” means the Cardholder’s account maintained by Neo.

“Card” means the Neo Financial Mastercard issued by ATB Financial pursuant to license by Mastercard International Incorporated for which the Cardholder has elected for the Travel Perk.

“Cardholder” means the person whose name is embossed on the Neo Financial Mastercard and who is a Permanent Resident of Canada.

“Computer Programs” means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

“Cyber Incident” means any of the following acts:

- A) unauthorized access to or use of Your Digital Data;
- B) alteration, corruption, damage, reduction in functionality, manipulation, misappropriation, theft, deletion, erasure, loss of use or destruction of Your Digital Data;
- C) transmission or introduction of a computer virus or harmful code, including ransomware, into or directed against an Your Digital Data; or
- D) restriction or inhibition of access to or directed against Your Digital Data.

“Dependent Child” means the Cardholder’s dependent unmarried child (natural, adopted or foster) who is under the Cardholder’s care, resides in the same household as the Cardholder, and who is:

- A) under twenty-one (21) years of age,
- B) under twenty-six (26) years of age and a full-time university or college student; or
- C) mentally or physically handicapped and incapable of self-sustainment employment and totally reliant on the Cardholder for support.

“Digital Data” means information, concepts, knowledge, facts, images, sounds, instructions, or Computer Programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. Digital Data shall include the capacity of a Rental Car to store information, process information, and transmit information over the internet.

“Good Standing” means an Account that:

- the Cardholder has applied for;
- Neo has approved and opened;
- the Cardholder has not advised Neo to close; and
- Neo has not suspended or revoked credit privileges for or otherwise closed.

“Loss of Life” means death, including clinical death determined by the local governing medical authorities. “Loss of Foot” means the complete severance through or above the ankle joint. “Loss of Hand” means complete severance through or above the knuckle joints of at least 4 fingers on the same hand or at least 3 fingers and the thumb on the same hand. “Loss of Hearing” means the permanent and irrecoverable total loss of hearing in both ears, as determined by a Physician. “Loss of Sight of an Eye” means the permanent and irrevocable loss of the entire sight in one eye, meaning that the remaining vision must be no better than 20/200 using a corrective aid or device as determined by a Physician. “Loss of Speech” means the permanent and irrecoverable total loss of the capability of speech without the aid of mechanical devices, as determined by a Physician. “Loss of Thumb and Index Finger” means complete severance through or above the knuckle joints of the thumb and index finger of the same hand. Where applicable, We will consider it a loss even if the applicable body part is later reattached.

“Permanent Resident” means a person who resides in Canada for at least six (6) months of the year. However, individuals otherwise eligible for coverage who are members of the Canadian Foreign Service need not satisfy this requirement.

“Physician” means a Doctor of Medicine (M.D.) duly licensed to practice medicine and recognized by the laws of the jurisdiction in which the treatment is rendered or the diagnosis is made, who is not Your immediate family member.

“Rental Car” means a land motor vehicle with four wheels, that is designed for use mainly on public roads and which You have rented from a commercial rental agency for Your personal use for the period of time shown on the Rental Car Agreement.

“Rental Car Agreement” means the entire written contract that You receive when renting a car from a commercial rental car agency that describes in full all of the terms and conditions of the rental, as well as the responsibilities of all parties under the Rental Car Agreement.

“Spouse” means the person who is legally married to the Cardholder or if there is no such person, is a person who qualifies as a common law or domestic partner under the provisions of the laws of the jurisdiction in which the Cardholder resides.

“You”, “Yourself” and “Your” refer to:

- A) the Cardholder;
- B) the Spouse; and
- C) all Dependent Children when the Dependent Children travel with the Cardholder, or the Spouse.

“We”, “Us” and “Our” refers to Chubb Insurance Company of Canada.

GENERAL CONDITIONS

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 these protections nor to the payment of any claim.

ACCESS TO DOCUMENTS

You, and any claimant under the insurance, may request a copy of the Master Policy, subject to certain access restrictions.

LEGAL 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.

CANADIAN CURRENCY

Amounts shown throughout this certificate are in Canadian currency. Payment and reimbursement shall be payable in Canadian dollars. If currency conversion is necessary, We will use the exchange rate on the date of the loss. This insurance will not pay for any interest.

SANCTIONS

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibits Us from providing insurance, including, but not limited to, the payment of claims.

PROTECTING YOUR 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 You have a complaint about any aspect of this insurance coverage, please call 647-798-6161 or Toll Free 1-800-387-7199 between 8:30 a.m. and 4:30 p.m. (ET), Monday to Friday.

If for some reason You are not satisfied with the resolution to their complaint, You may communicate Your complaint 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 You are still not satisfied with the resolution to Your complaint, You may communicate Your complaint to:

General Insurance OmbudService
1-877-225-0446
<https://giocanada.org/submit-a-complaint-2/>

GENERAL INQUIRIES

For general coverage inquiries contact Crawford & Company (Canada) Inc.:

1-888-552-3236 (international toll free) or
416-957-5092 (local)