

Neo Financial Mastercard: Car Rental Personal Effects 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 9912-0322, (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 Personal Effects 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 IS COVERAGE 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 DOES COVERAGE BEGIN?

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

WHEN DOES COVERAGE END?

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 reimburse You up to a maximum of \$1,000 for the damage to or the loss of Personal Effects belonging to You while such Personal Effects are in a Rental Car during a trip for the

duration of an eligible rental period. If there is more than one individual making a claim, the maximum payable under this Certificate is \$2,000 aggregate per any one occurrence.

We will pay the lesser of the following amounts:

- A) the actual replacement value of the property, at the time of loss or damage;
- B) the amount for which the property could be replaced with property of like kind and quality if an identical replacement cannot reasonably be obtained; or
- C) the amount for which the property could be repaired to its condition prior to the damage.

All benefits payable to You under the Master Policy are in excess of all other applicable valid insurance, indemnity or protection available to You in respect of the loss. We will be liable only for the excess of the amount of the loss or damage over the amount covered under such other insurance, indemnity or protection and for the amount of any applicable deductible, only if all other insurance has been exhausted and subject to the exclusions, terms and limits of liability set out in this Certificate. This insurance coverage will not apply as contributing insurance and this “non-contribution” shall supersede despite any “non-contribution provision” in other insurance indemnity or protection.

EXCLUSIONS AND LIMITATIONS

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

- 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
- Confiscation – confiscation by order of any government or public authority
- Seizure or destruction – seizure or destruction under a quarantine or customs regulation
- Illegal Trade – transporting contraband or illegal trade
- 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

Personal Effects do not include money (whether paper or coin), tickets, consumable or perishable goods, bullion, banknotes, negotiable instruments or other numismatic property.

Benefits are not paid if loss results from mysterious disappearance.

Reasonable effort must have been made by You to protect Your Personal Effects (e.g. locking Your Personal Effects in the trunk of the Rental Car instead of the front or back seat). If claiming as a result of theft, evidence of forcible entry into the vehicle while all its doors, windows and other openings are closed and locked must be submitted.

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, if applicable;
- D) an itemization and description of the stolen or damaged items and their estimated value;
- E) a copy of the receipts, credit card statements, or cancelled cheques for the personal property stolen or damaged;
- F) photos of the damaged items, if applicable;
- G) estimate of repairs, if applicable;
- H) original receipts for repaired or replaced items, if applicable; and
- I) 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 or a sworn statement that You have no other insurance.

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

“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 Card 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 attending school on a full-time basis; 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.

“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.

“Personal Effects” means property normally worn or designed to be carried on or by You solely for private purposes and not used for business.

“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

SUBROGATION

As a condition to the payment of any claim to You under this Certificate, You shall, upon request, transfer any damaged items to Us and assign to Us all legal rights which the covered person has against all other parties for the loss. You shall give Us all such assistance as We may reasonably require to secure Our rights and remedies, including the execution of all documents necessary to enable Us to bring suit in Your name.

DUE DILIGENCE

You shall use diligence and do all things reasonable to avoid or diminish any loss of, theft of or damage to property protected by Car Rental Personal Effects Insurance. We will not unreasonably apply this provision to avoid claims. Where damage or loss is due to a malicious act, burglary, robbery, theft or attempt thereat, or is suspected to be so due, You shall give immediate notice to the police or other authorities having jurisdiction. We will require evidence of such notice with the loss report prior to settlement to a claim.

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.:

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416-957-5092 (local)