

**Personal Accident Insurance/Personal Effects Coverage
Issued by Chubb Insurance Company of Canada
Group Policy – TMH600135**

The Personal Accident Insurance/Personal Effects Coverage provides coverage for customers of Enterprise Rent-A-Car, Alamo Rent A Car, and National Car Rental who have rented a motor vehicle.

This Policy contains information about your insurance. Please read it carefully and keep it in a safe place. Refer to the definitions section below for the meanings of defined terms which commence with a capital letter.

The coverage outlined in this Policy is provided by Chubb Insurance Company of Canada (hereinafter referred to as the “**Insurer**”).

The Insurer agrees to provide the benefits described in this Policy to an Insured experiencing Accidental Bodily Injury during the Coverage Period. An Insured under this Policy is also automatically covered for loss of baggage and personal effects in the Rental Vehicle arising from theft or involuntary property damage during the Coverage Period. Coverage begins automatically at the time a person falls within the definition of an Insured during the period of the Rental Agreement. Coverage ends automatically at the time a person no longer falls within the definition of an Insured or at the end of the period of the Rental Agreement, whichever occurs first.

The terms, conditions and provisions of the insurance are described in this Policy. You or a person making a claim may request a copy of the Policy and/or a copy of your application for this insurance (if applicable) by writing to the Insurer at the address shown below.

Claims payment and administrative services under the Policy are provided by the Insurer, **Chubb Insurance Company of Canada – Canadian Head Office is located at 199 Bay Street, Suite 2500, P.O. Box 139, Commerce Court Postal Station, Toronto, ON M5L 1E2**

To be eligible for coverage under the Personal Accident Insurance / Personal Effects Coverage, you must:
Have rented a rental vehicle from one of the above-mentioned distributors; and
Have met all the requirements for renting a motor vehicle from one of the above-mentioned distributors.

Definitions

“**Accident**” means a sudden, unexpected and unforeseeable cause of injury from an external source that occurs during the period of the Rental Agreement and the Coverage Period.

“**Accidental Bodily Injury**” means bodily injury which is accidental, sudden, and is not mental or emotional injury or distress, and is independent of sickness, disease or bodily infirmity, and occurs during the period of the Rental Agreement and the Coverage Period.

“**Accidental Property Damage**” means damage to or theft of tangible property that occurs during the period of the Rental Agreement and the Coverage Period.

“**Amount of Benefit**” means the amount stated in the Schedule of Benefits.

“**Coverage Period**” means the period the Renter has elected to purchase and has paid for coverage under the Policy that falls within or is equal to the period of the Rental Agreement.

“**Enterprise**” means Enterprise Rent-A-Car Canada Company and its subsidiaries doing business under the Alamo Rent A Car, Enterprise Rent-A-Car and National Car Rental brands.

“**Hemiplegia**” means total paralysis of the upper and lower limbs on one side of the body.

“**Home Health Care Service**” means any of the following services: nursing care, physical therapy prescribed by a Physician, occupational therapy, medical social work, nutrition services, speech therapy, home health and services, and medical appliances and equipment, drugs and medication, laboratory services and special meals, to the extent such services would have been covered if the Insured had been treated as an inpatient in hospital.

“**Insured**” means a Renter or Rental Passenger and may also be referred to as “**You**”.

“**Insurer**” means Chubb Insurance Company of Canada.

“**Location of Permanent Residence**” means the city where the Insured has established fixed and permanent residence.

“**Loss/Losses**” means:

- i. with respect to life, Accidental Bodily Injury causing death;
- ii. with respect to sight, speech or hearing, Accidental Bodily Injury causing entire and irrecoverable loss of sight, speech or hearing;
- iii. with respect to a hand or foot, means Accidental Bodily Injury causing dismemberment by complete and permanent severance at or above the wrist or ankle joint;
- iv. with respect to thumb and index finger, means Accidental Bodily Injury causing complete and permanent severance of the thumb and index finger on the same hand; and
- v. with respect to arm or leg means Accidental Bodily Injury causing dismemberment by complete and permanent severance at or above the elbow or knee joint.

“**Loss of use**” means the total and irrecoverable loss of function of an arm, hand, foot or leg, provided such loss of function is continuous for twelve consecutive months and such loss of function is thereafter determined on evidence satisfactory to the Insurer to be permanent.

“**Medical Facility**” means a clinic, hospital or similar institution operating primarily for the reception, care and treatment of sick, ailing or injured persons as inpatients, providing 24-hour nursing service, having a staff of one or more Physicians available at all times, and providing organized facilities for diagnosis and surgical procedures.

“**Occupying**” means in, upon, entering into or alighting from.

“**Paraplegia**” means total paralysis of both lower limbs.

“**Physician**” means only a qualified medical or osteopathic physician or surgeon legally licensed to practice medicine.

“**Policy of Insurance**” or “**Policy**” means this contract of insurance.

“**Quadriplegia**” means total paralysis of both the upper and lower limbs.

“**Rehabilitation/Retraining**” means: the expense of treatment by a therapist licensed, registered or certified to provide such treatment; or the expense of treatment by a special education teacher; or the expense of institutional confinement for such treatment, intended to rehabilitate or retrain the Insured for work in any gainful occupation including the Insured’s regular occupation.

“**Rental Agreement**” means the written rental contract by which the Renter rents the Rental Vehicle from Enterprise for a period of not more than four months.

“**Rental Passenger**” means any person who is not a Renter who is traveling in the Rental Vehicle with the Renter.

“**Rental Vehicle**” means a motor vehicle designed for travel on public roads rented from Enterprise and described in a Rental Agreement.

“**Renter**” means the person who rents a Rental Vehicle from Enterprise and whose name is listed first on the Rental Agreement.

“**Transfer**” means the least expensive means of scheduled common carrier available which is necessary to meet the medical emergency.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

If a Renter sustains an Accidental Bodily Injury during the Coverage Period, the applicable benefit specified for the resulting Loss below will be paid. If a Rental Passenger sustains an Accidental Bodily Injury while Occupying a Rental Vehicle during the Coverage Period, the applicable benefit specified for the resulting Loss below will be paid.

**SCHEDULE OF BENEFITS
COVERAGE**

	Amount of Benefits Renter	Amount of Benefit Rental Passenger
A. Accidental Death Benefit		
Loss of life	\$150,000	\$15,000
B. Accidental Bodily Injury		
Loss of both hands, both feet or both eyes	\$150,000	\$15,000
Loss of one hand and one foot	\$150,000	\$15,000
Loss of one hand and one eye or one foot and one Eye	\$150,000	\$15,000
Loss of speech or hearing	\$150,000	\$15,000
Loss of one arm or one leg	\$112,500	\$11,250
Loss of one hand, one foot or entire sight of one eye	\$100,000	\$10,000
Loss of thumb and index finger of one hand	\$ 37,500	\$ 3,750
Loss of use of both hands or both arms	\$150,000	\$15,000
Loss of use of one arm or one leg	\$112,500	\$11,250
Quadriplegia	\$150,000	\$15,000
Paraplegia	\$150,000	\$15,000
Hemiplegia	\$150,000	\$15,000
C. Rehabilitation/Retraining	\$10,000	\$10,000
D. Medical repatriation or return of mortal remains	\$10,000	\$10,000
E. Medical expense		
Aggregate limit	\$5,000	\$5,000
Orthopedic appliances and braces	\$500	\$500
Heat treatments, adjustments, manipulations, massage or any form of physical therapy while not hospital confined	\$500	\$500
Repair or replacement of eyeglasses	\$100	\$100
F. Dental expense		
Aggregate limit	\$1,000	\$1,000
Per tooth limit	\$200	\$200
Aggregate Limit of Liability per Accident:	\$200,000	

Insurer shall not be liable for any amount in excess of the above stated aggregate limit of liability. If more than one of the described Losses is sustained by an Insured in any one Accident, then the total benefit payable for that Accident is limited to the greatest amount payable for any one of the Losses sustained up to the maximum amount of the aggregate limit of liability set out above.

If by reason of an Accident covered by this Policy, an Insured is unavoidably exposed to the elements and as a result of such exposure suffers a loss for which indemnity is otherwise payable hereunder, such loss will be covered hereunder.

Description of Coverage

A. Accidental Death - If Accidental Bodily Injury causes the death of an Insured within one year of the Accident, or an Insured is not found within one year after the date of the disappearance, sinking, or wrecking of the Rental Vehicle in which the insured Renter or insured Rental Passenger, as applicable, was traveling, the Insurer will pay the Amount of Benefit shown for that Insured in the Schedule of Benefits.

B. Accidental Bodily Injury - If Accidental Bodily Injury within one year of the Accident causes any bodily injury described in the Schedule of Benefits to an Insured, the Insurer will pay the Amount of Benefit shown for that Insured.

C. Rehabilitation/Retraining - If Accidental Bodily Injury within one year of the Accident causes accidental Loss or Loss of Use of a hand or foot; more than one hand or foot; sight; hearing; speech; or thumb and index finger, the Insurer will pay the reasonable cost of such Rehabilitation/Retraining up to a maximum of the Amount of Benefit shown for that Insured in the Schedule of Benefits.

D. Medical Repatriation or Return of Mortal Remains

Medical Repatriation - If within one year from the date of Accident it is the opinion of the attending Physician that due to Accidental Bodily Injury it is medically advisable to Transfer the Insured to a Medical Facility nearest to the Insured's Location of Permanent Residence, the Insurer will reimburse the Insured the reasonable cost incurred for such Transfer up to a maximum of the Amount of Benefit shown for the Insured in the Schedule of Benefits.

Return of Mortal Remains - If an Insured dies, the Insurer shall pay for the reasonable cost incurred for transporting the mortal remains to the Insured's Location of Permanent Residence up to a maximum of the Amount of Benefit shown for that Insured in the Schedule of Benefits.

E. Medical Expense - If on account of Accidental Bodily Injury the Insured requires: treatment by a Physician; treatment by licensed graduate nurse (R.N.) License Practicing Nurse (LPN) or Nurse Practitioner (NP); confinement at a Medical Facility; treatment performed by a Home Health Service, if continued hospitalization would otherwise have been required; x-ray, MRI, CAT scan or similar test procedures prescribed by a Physician; transportation by a professional ambulance service; drugs or medicines prescribed by a Physician; or repair or replacement of eye glasses, then within thirty (30) days from the Accident, the Insurer will pay the reasonable and customary cost of such services actually rendered within one year from the date of Accident up to a maximum of the Amount of Benefit shown for that Insured in the Schedule of Benefits. The coverage for Medical Expense is in excess of any federal or provincial health plan coverage. In addition, the coverage for Medical Expense is in excess of a provincial automobile policy in force for the Renter or Rental Passenger; the Insurer will not pay any loss of claim until the amount of such other insurance is exhausted.

F. Dental Expense - If on account of Accidental Bodily Injury the Insured requires: treatment, repair or replacement of teeth by a qualified dentist or dental surgeon; or oral x-rays prescribed a dentist of dental surgeon to well or sound teeth, bridges or dentures, then within thirty (30) days from the Accident, the Insurer will pay the reasonable and customary cost of such services actually rendered within one year from the date of Accident up to a maximum of the Amount of Benefit shown for the Insured in the Schedule of Benefits. The coverage for Dental Expense is in excess of any federal or provincial health plan coverage. In addition, the coverage for Dental Expense is in excess of a provincial automobile policy in force for the Renter or Rental Passenger; the Insurer will not pay any loss of claim until the amount of such other insurance is exhausted.

ACCIDENTAL PROPERTY DAMAGE INSURANCE

There is coverage for damage to or theft of personal property owned by and for the personal or business use of the Insured and for business property owned by the Insured's employer while in the care, custody and control of the Insured, during transit, or while in any hotel or building (other than the Insured's personal residence), or while locked in the Rental Vehicle, during the Coverage Period.

Insurer will pay no more than the least of the following amounts for Accidental Property Damage:

- a. replacement cost of the property at the time of loss without deduction for depreciation; or
- b. the full cost to repair the property at the time of loss; or
- c. \$600 per Insured; or
- d. \$2,400 per Rental Agreement.

GENERAL LIMITATIONS AND EXCLUSIONS

This Policy does not provide coverage for loss of animals, automobiles, automobile equipment, motorcycles, watercraft, their trailers, furnishings, equipment, accessories, motors or other conveyances or their appurtenances, household or office furniture, business equity, contact lenses, artificial teeth or limbs, currency, coins, deeds, bullion, stamps, securities, negotiable instruments, debit or credit cards, fund transfer cards, tickets, documents or perishables.

This Policy does not cover loss caused by or resulting from any one or more of the following:

1. intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
2. any theft of or damage to the Insured's property that is expected or intended by the Insured;
3. an intentional or criminal act or failure to act by an Insured, or any other person at the direction of an Insured;
4. loss or damage due to unexplained or mysterious disappearance, or loss or damage due to theft, unless reported to the police or other competent authority;
5. use of intoxicants or narcotics by an Insured, unless administered on the advice of a Physician;

6. use of a Rental Vehicle when such use is in violation of the conditions of the Rental Agreement;
7. operation of the Rental Vehicle by any driver who is not authorized by the Rental Agreement;
8. theft of or damage to any personal property not owned by the Insured or the Insured's employer while in the care, custody and control of the Insured;
9. wear and tear, gradual deterioration, moths, vermin, inherent vice or defect or damage sustained due to any process or while actually being worked upon and resulting therefrom;
10. delay, loss of market, indirect or consequential loss of any kind;
11. any Insured's liability for damage to the Rental Vehicle;
12. war, invasion, terrorism, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power; and
13. any nuclear incident or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas, or contamination by radioactive material.

GENERAL PROVISIONS

Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to the benefits described in this Policy.

Notice and Proof of Claim - After the loss, or an occurrence which may lead to a loss, you must notify the Insurer as soon as possible within 30 days or, if you are a Quebec resident, within the year of the loss or the occurrence if you prove your impossibility to act within the 30-day delay. The notice must include: Insured's name; Renter's name and the location of the office where the Rental Vehicle was rented; the time, place and circumstances of the Accident; and the names and addresses of witnesses and potential claimants. You will then be sent a claim form. Written notice given by or on behalf of the claimant or the beneficiary to the Insurer with information sufficient to identify You, shall be deemed notice of claim. **Notice to Enterprise is not notice to the Insurer.**

Examination and Autopsy - The Insurer at its own expense shall have the right and opportunity to examine the person of any Insured whose injury is the basis of a claim hereunder when and so often as may be reasonably required during pendency of a claim hereunder, and also the right and opportunity to make an autopsy in case of death, where it is not forbidden by law.

Payment of Claims - If your claim is approved, we will pay the benefit within 30 days of receiving the proof required. Benefits for loss of life shall be paid to the surviving person or persons in the first of the following classes of successive preferred beneficiaries which survives the Insured: spouse; or children, including legally adopted children; or parents; or brothers and sisters; or executor or administrator; or the Estate of the Insured. If two or more persons become entitled to benefits as preferred beneficiaries, they will share equally. All other benefits will be payable to the Insured. This Policy contains a provision removing or restricting the right of the Insured to designate persons to whom or for whose benefit insurance money is to be payable. If your claim is denied or we pay only a portion of the benefit, you will receive a letter explaining the reasons for our decision. We will send the letter within 30 days of receiving the documents required to process the claim.

Termination of Insurance - Coverage for Insured ends at the end of the Coverage Period or the period of the Rental Agreement, whichever first occurs.

Subrogation - Following payment of an Insured's claim for loss or damage, the Insurer shall be subrogated to the extent of the amount of such payment, to all of the rights and remedies of the Insured against any party in respect of such loss or damage, and shall be entitled at its own expense to sue in the name of the Insured. The Insured shall give the Insurer all such assistance as is reasonably required to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the Insured.

Due Diligence - The Insured shall use diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by the Policy.

Co-operation - Insured's are required to: help the Insurer obtain witnesses, information and evidence about the Accident and co-operate with the Insurer in any legal actions if the Insurer ask Insured; immediately send the Insurer everything received in writing concerning the claim including legal documents; provide the Insurer with records and documents they request and allow them to make copies; and provide statements, submit to questions under oath, and sign and swear to them.

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, Limitations Act 2002, Civil Code*, or other applicable legislation.

False Claim - Any misrepresentation, inaccurate representation or failure to disclose could lead to the Policy being cancelled, coverage being denied, or benefits being refused or reduced. Should you have any questions, please contact the Insurer.

Coverage Territory - This Policy insures losses that occur during the Coverage Period within Canada or the United States, but only if the loss arises out of a Rental Vehicle which is rented in Canada. The coverage territory does not include Mexico.

No Benefit to Bailee - It is warranted by Insured that this insurance shall in no way be directly or indirectly to the benefit of any carrier or bailee.

Notice to Authorities - Where the loss is due or appears to be due to theft, burglary, robbery, malicious mischief or disappearance of insured property, Insured must give immediate notice thereof to the police or other authorities having jurisdiction.

Waiver - The Insurer shall not be deemed to have waived any term or condition of this Policy in whole or in part, unless our waiver is clearly stated and in writing, and is signed by a person authorized to do so. In addition, neither the Insurer nor Insured may be lawfully considered to have waived any term or condition of this Policy by any act relating to the appraisal of the amount of a claim, the delivery or completion of proof, or the investigation of or adjustment of any claim under the Policy.

Assignment - Benefits payable under this Policy shall not be assigned.

Non participating – The Insured is not entitled to share in the profits or surplus of the Insurer.

Currency - All monies payable under this contract shall be paid in lawful Canadian currency.

Law and Severability - Any provision required by law to be stated in this Policy shall be deemed to have been stated herein. If any provision of the Policy contravenes any law, it is agreed that the remainder of the provisions of the Policy continue in full force. The invalidity or unenforceability of any provision of the Policy shall not affect the validity or enforceability of any other provision therein and the Policy shall be construed as if such invalid or unenforceable provision were severed or omitted to the extent of such invalidity or unenforceability.

Governing Law - The relationship between the Insurer and the Insured shall be subject to the laws of the Insured's Canadian Location of Permanent Residence at the time they purchase the insurance under this Policy.

Confidentiality - 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 co-ordinating 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

Complaint Procedures - If You have a complaint or inquiry about any aspect of this insurance coverage, please call 1-877-534-3655 between 8:00 am and 8:00 (Eastern Standard Time) Monday to Friday. If for some reason You are not satisfied with the resolution to their complaint or inquiry, You may communicate Your complaint or inquiry in writing to our complaints officer:

Chubb Insurance Company of Canada, 199 Bay Street, Suite 2500, Toronto, ON M5L 1E2

Email: complaintscanada@chubb.com

If You are still not satisfied with the resolution to Your complaint or inquiry, You may communicate Your complaint or inquiry in writing to: General Insurance Ombudservice, 2727 Courtice Road, P.O. Box 98009, Courtice, ON L1E 3A0