

**Personal Accident Insurance & Personal Effects issued by AIG Insurance Company of Canada
Certificate of Insurance**

THE PURCHASE OF PERSONAL ACCIDENT AND PERSONAL EFFECTS INSURANCE IS OPTIONAL AND OFFERED AT THE TIME OF RENTAL FOR AN ADDITIONAL DAILY CHARGE. IT IS NOT REQUIRED TO RENT A VEHICLE. IF ACCEPTED, PLEASE READ THE CERTIFICATE OF INSURANCE WORDING CAREFULLY FOR A FULL DESCRIPTION OF COVERAGE AND EXCLUSIONS

Policyholder: Enterprise Rent-A-Car Canada Company

Policy Number: 9428176

Covered Persons are provided 24-hour insurance protection both inside and outside Enterprise Rental Vehicle during the entire period of the Rental Agreement.

Wherever You or Your is used in the Certificate, it means the Covered Person who is either: the Renter of the Enterprise Rental Vehicle; or a Rental Passenger.

The Certificate contains information about Your insurance. Please read it carefully and keep it in a safe place.

The coverage outlined in the Certificate is provided by AIG Insurance Company of Canada (hereinafter referred to as the "Company") under the Policy (herein called the Policy) issued to the Policyholder. The Company agrees to provide the benefits described in the Certificate to You if You experience an Emergency Sickness or an Injury as a result of an Accident during the Coverage Period; or if You suffer loss, theft or damage to Your Personal Effects during the Coverage Period.

Refer to Section 1 - Definitions for the meanings of defined terms. The terms, conditions and provisions of the insurance are described in the Certificate and the 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 Company at the address shown below.

Claims payment and administrative services under the Certificate are provided by the Company, AIG Insurance Company of Canada – Canadian Head Office. To obtain a claim form, contact the Company:

AIG Insurance Company of Canada

120 Bremner Boulevard - Suite 2200, Toronto, Ontario M5J 0A8.

Phone: +1-416-596-4005 or +1-877-317-8060, Email: ahclaimscan@aig.com

Section 1: Definitions

There are words and expressions used in the Certificate which have a specific meaning, and sometimes those meanings are unique to the Certificate. These words are shown below and each time one of them is used in the Certificate, it is with Initial Capital Letters. Plural forms of the words defined have the same meaning as the singular form. Please read each section of the Certificate for additional definitions applicable to those sections.

Accident means a sudden, unexpected, and unforeseeable event that occurs during the Coverage Period.

Company means AIG Insurance Company of Canada.

Coverage Period means the period the Renter has elected to purchase and has paid for coverage under the Certificate that falls within or is equal to the period of the Rental Agreement, and while the Policy is in effect.

Covered Person means an Insured: 1) for whom premium has been paid to Enterprise by the Renter; and 2) while covered under the Certificate.

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.

Hospital means a facility which: (1) is operated according to law for the care and treatment of injured and sick persons; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24-hour nursing service by registered nurses (R.N.) on duty or call; and (4) is supervised by one or more Physicians. A Hospital does not include: (a) a nursing, convalescent, or geriatric unit of a Hospital when a patient is confined primarily to receive nursing care; (b) a facility which is primarily a rest home, nursing home, convalescent home, or home for the aged, or (c) a place for the treatment of alcohol or drug addiction.

Immediate Family means a person who is related to the Insured in any of the following ways: spouse; children (natural, adopted, or legal guardianship); mother; father; brother; or sister.

Injury means bodily injury caused by an Accident occurring while the Certificate is in force as to the person whose injury is the basis of claim and resulting directly and independently of all other causes, in Loss.

Insured means a Renter or Rental Passenger.

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

Loss/Losses when used with reference to:

- (a) Life means Injury causing death;
- (b) Quadriplegia means the complete and irreversible paralysis of both the upper and lower limbs.
- (c) Paraplegia means the complete and irreversible paralysis of both lower limbs.
- (d) Hemiplegia means the complete and irreversible paralysis of the upper and lower limbs on one side of the body;
- (e) Hand or Foot means Injury causing dismemberment by complete and permanent severance at or above the wrist or ankle joint but below the elbow or knee joint;
- (f) Arm or Leg means Injury causing dismemberment by complete and permanent severance at above the elbow or knee joint;
- (g) Thumb and Index Finger means Injury causing complete and permanent severance of the thumb and index finger on the same hand;
- (h) The Entire Sight of One Eye means the total and irrecoverable loss of sight such that corrected visual acuity must be 20/200 or less in such eye;
- (i) The Entire Sight of Both Eyes means the total and irrecoverable loss of sight in both eyes such that corrected visual acuity must be 20/200 or less and the field of vision must be less than 20 degrees in both eyes. A Physician certified in ophthalmology must clinically confirm the diagnosis in writing;
- (j) Hearing means the diagnosis of permanent loss of Hearing in both ears, with an auditory threshold of more than 90 decibels in each ear. A Physician certified in otolaryngology must confirm the diagnosis in writing; and
- (k) Speech means complete and irrecoverable loss of the ability to utter intelligible sounds.

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 Company to be permanent.

Personal Effects means items owned by and for the personal use, adornment, or amusement of the Covered Person, or items owned by others and in the care, custody and control of the Covered Person.

Physician means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) the Covered Person; or (2) a member of the Covered Person's Immediate Family.

Policy means the contract of insurance between the Policyholder and the Company.

Rental Agreement means the rental contract signed by the Renter whereby the Renter agrees to rent the Rental Vehicle for a specific period of time, not to exceed more than four consecutive months. Rental Agreement also includes a master agreement entered into between a Renter and the Policyholder and signed by the Renter, which may include pre-selected coverage. In no event shall an individual rental period under such master agreement exceed more than four consecutive months.

Rental Passenger means any person who is not a Renter who is travelling 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 any individual who rents a Rental Vehicle from Enterprise and whose name is listed first on the Rental Agreement.

Transportation means moving the Covered Person during an Emergency Evacuation or Medical Repatriation by a land, water, or air conveyance. Conveyances include, but are not limited to, air ambulances, land ambulances and private motor vehicles.

Section 2: Individual Effective and Termination Dates

2.1 Individual Effective Date

An Insured's coverage under the Certificate will take effect, provided that the required premium has been paid to Enterprise by the Renter on the latest of: (1) the date/time specified on the Rental Agreement; or (2) the date/time the Insured picks up the Rental Vehicle.

2.2 Individual Termination Date

An Insured's coverage under the Certificate ends on the earliest of: (1) the date/time the Insured returns the Rental Vehicle if earlier than the return date/time specified in the Rental Agreement; or (2) the return date/time specified in the Rental Agreement.

Termination of the Policy will not affect: (1) an Insured's coverage under the Certificate if the start date of the Rental Agreement is prior to the date the Policy is terminated; or (2) a claim for a covered loss that occurred while the Insured's coverage was in force under the Certificate.

Section 3: Personal Accident Benefits

3.1 Accidental Death and Dismemberment Benefit

If Injury to the Covered Person shall result, within 365 days of the date of the Accident, in any one of the Losses below, the Company will pay the Amount of Benefit shown below in the Schedule of Benefits. If more than one of such specified Losses shall result from the same Accident, only one amount, the largest, shall be paid.

Schedule of Benefits	Amount of Benefit Renter	Amount of Benefit Rental Passenger
Loss of Life	\$250,000	\$125,000
Loss of both Hands or both Feet or both Eyes; or Loss of one Hand and one Foot; or Loss of one Hand and one Eye or one Foot and one Eye; or Loss of Speech or Hearing; or Loss of one Arm or one Leg; or Loss of Use of both Hands or both Arms; or Loss of Entire Sight of Both Eyes; or Quadriplegia; or Paraplegia; or Hemiplegia	\$250,000	\$125,000
Loss of one Hand, one Foot or Entire Sight of One Eye; or Loss of Thumb and Index Finger; or Loss of Use of one Arm or one Leg	\$187,500	\$93,750

Exposure and Disappearance

Loss suffered by a Covered Person resulting from unavoidable exposure to the elements following an Accident shall be covered to the extent of the benefits provided by the Certificate.

If the body of a Covered Person has not been found within one year of the disappearance, sinking, forced landing, stranding or wrecking of any conveyance in which the Covered Person was an occupant, then it shall be presumed that the Covered Person suffered a Loss of Life.

Aggregate Limit

The maximum total benefits that shall be payable in the aggregate for all Covered Persons for any covered Accident is \$500,000 regardless of the number of persons.

3.2 Rehabilitation/Retraining Benefit

If a Covered Person suffers an Injury resulting in a Loss (other than Loss of Life) for which the Company has paid a benefit set out in the Schedule of Benefits under Section 3.1, the Company shall pay the reasonable and necessary expenses actually incurred for such Rehabilitation/Retraining up to a maximum of \$20,000 per Covered Person.

Rehabilitation/Retraining as used in this benefit 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 Covered Person for work in any gainful occupation including the Covered Person's regular occupation.

3.3 Medical Repatriation Benefit /Return of Mortal Remains Benefit

Medical Repatriation Benefit

If within one year from the date of Accident it is the opinion of the attending Physician that it is medically advisable to transfer the Covered Person to a Hospital nearest to the Covered Person's Location of Permanent Residence, the Company will reimburse the reasonable cost incurred for such Transportation up to a maximum of \$20,000 for the Renter and \$10,000 for each Rental Passenger.

Mortal Remains Benefit

If a Covered Person suffers Loss of Life due to Injury while outside a 150 kilometre radius from his or her Location of Permanent Residence, the Company will pay for covered expenses reasonably incurred to return his or her body to his or her Location of Permanent Residence, but not exceeding \$20,000 for the Renter and \$10,000 for each Rental Passenger.

Covered expenses are expenses for: (1) embalming or cremation; (2) the most economical coffins or receptacles adequate for transportation of the remains; and (3) transportation of the remains by the most direct and economical conveyance and route possible.

The Company must make all arrangements and must authorize all expenses in advance for this benefit to be payable. The Company reserves the right to determine the benefit payable, including any reductions, if it was not reasonably possible to contact the Company in advance.

3.4 Emergency Evacuation Benefit

The Company will pay, subject to the limitations set out herein, for Emergency Evacuation Expenses reasonably incurred if the Covered Person suffers an Injury or Emergency Sickness that warrants his or her Emergency Evacuation while he or she is outside a 150 kilometre radius from his or her Location of Permanent Residence, but not exceeding \$50,000 per Insured per Coverage Period.

The Physician ordering the Emergency Evacuation must certify that the severity of the Covered Person's Injury or Emergency Sickness warrants his or her Emergency Evacuation. All Transportation arrangements made for the Emergency Evacuation must be by the most direct and economical conveyance and route possible.

The Company must make all arrangements and must authorize all expenses in advance for any Emergency Evacuation benefits to be payable. The Company reserves the right to determine the benefits payable, including reductions, if it is not reasonably possible to contact the Company in advance.

Emergency Evacuation Expense(s) as used in this benefit means an expense that: (1) is charged for a Medically Necessary Emergency Evacuation Service; (2) does not exceed the usual level of charges for similar Transportation, treatment, services or supplies in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.

Emergency Evacuation as used in this benefit means, if warranted by the severity of the Covered Person's Injury or Emergency Sickness: (1) the Covered Person's immediate Transportation from the place where he or she suffers an Injury or Emergency Sickness to the nearest Hospital or other medical facility where appropriate medical treatment can be obtained; (2) the Covered Person's Transportation to his or her Location of Permanent Residence to obtain further medical treatment in a Hospital or other medical facility or to recover after suffering an Injury or Emergency Sickness and being treated at a local Hospital or other medical facility; or (3) both (1) and (2) above. An Emergency Evacuation also includes medical treatment, medical services and medical supplies necessarily received in connection with such Transportation.

Emergency Sickness as used in this benefit means an illness or disease, diagnosed by a Physician, which meets all of the following criteria: (1) there is present a severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of the Insured's condition or place his or her life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs while the Certificate is in force as to the Insured suffering the symptom and while the Insured is covered under the Certificate.

Medically Necessary Emergency Evacuation Service as used in this benefit means any Transportation, medical treatment, medical service or medical supply that: (1) is an essential part of an Emergency Evacuation due to the Injury or Emergency Sickness for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) either is ordered by a Physician and performed under his or her care or supervision or order, or is required by the standard regulations of the conveyance transporting the Insured.

Exclusion 2 under Section 5.2 does not apply to this benefit.

3.5 Accidental Medical and Dental Expense Benefit

Benefit Limitations	Maximum Amount Payable
Accidental Medical: Orthopedic appliance and braces	\$500
Accidental Medical: Heat treatments, adjustments, manipulations, massage, or any form of physical therapy while not confined to a Hospital	\$500
Accidental Dental – per tooth maximum	\$200
Aggregate Limit of Indemnity for Accidental Medical and Dental Combined	\$10,000

Accidental Medical Expense Benefit

The Company will pay the reasonable and customary Covered Medical Expenses described below, for Injury to the Covered Person occurring as a result of an Accident provided the first expense is incurred within 30 days of the date of the Accident. All expenses, treatments, services and/or supplies described below must be: (1) Medically Necessary; (2) incurred within 365 days of the date of the Accident; and (3) recommended, approved and incurred at the direction of the Covered Person's attending Physician. The amount of the benefit will not exceed the Maximum Amount Payable per Insured per Coverage Period indicated under the Benefit Limitations above.

Covered Medical Expenses:

- Charges for Hospital room and board, use of the operating room, emergency room, and ambulatory surgical facility;
- fees of a Physician and treatment by licensed graduate nurse (R.N.) license practicing nurse (LPN) or nurse practitioner (NP);
- medical expenses, in or out of the Hospital, including: anesthetics including administration of anesthetics; ambulance service (to and from the Hospital); artificial limbs and eyes (excluding repair or replacement of these items); diathermy; laboratory tests; prescription drugs and medicines; prosthetic appliances; radiation treatment; physical therapy and transfusions,
- X-rays, MRI, CAT scan or similar test procedures prescribed by a Physician;
- Home Health Care;
- Orthopedic appliances and braces; and
- Heat treatments, adjustments, manipulations, massage, or any form of physical therapy while not confirmed to a Hospital.

The coverage for Accidental Medical Expense is in excess of any federal or provincial health plan coverage.

Home Health Care as used in this benefit, means those nursing and other home health care services provided to a Covered Person in the Covered Person's place of residence: (a) due to an Injury; (b) by a Home Health Care Practitioner; (c) in lieu of confinement in a Hospital; and (d) pursuant to a written order, and under a plan of care established, by the attending Physician, which plan is reviewed and approved by the current attending Physician at least monthly. Such Physician must certify, as to all Home Health Care covered by the Certificate, that, in his or her opinion, confinement in a Hospital would be required in the absence of that Home Health Care.

Home Health Care Practitioner as used in this benefit, means a nurse, medical social worker, home health aide, physical therapist, speech therapist, inhalation therapist, occupational therapist, chemotherapy specialist, enterostomal specialist, total parenteral nutrition specialist, or such other practitioner as the Company objectively determines provides appropriate Home Health Care. However, no provider will be considered a Home Health Care Practitioner under the Certificate unless: (a) duly licensed and/or certified in compliance with all applicable laws and regulations to provide the care the Covered Person receives; and (b) not a member of the Covered Person's Immediate Family.

Medically Necessary as used in this benefit means that a service or supply is necessary and appropriate for the diagnosis or treatment of the Injury, based on generally accepted current medical practice.

Accidental Dental Benefit

The Company will pay the reasonable and customary Covered Dental Expenses described below, for Injury to the Covered Person occurring as a result of an Accident provided the first expense is incurred within 30 days of the date of the Accident. All expenses, treatments, services and/or supplies described below must be incurred within 365 days from the date of Accident. The amount of the benefit will not exceed the per tooth maximum and the Aggregate Limit of Indemnity for Accidental Medical and Dental Combined stated in the table above.

Covered Dental Expenses:

- Treatment, repair or replacement of teeth by a qualified dentist or dental surgeon;
- Oral x-rays prescribed by a dentist or dental surgeon to well or sound teeth, bridges or dentures.

3.6 In-Hospital Benefit

If a Covered Person suffers an Injury resulting in a Loss (other than Loss of Life) for which the Company has paid a benefit set out in the Schedule of Benefits under Section 3.1, and as a consequence of such Loss the Covered Person is, pursuant to the instructions of a Physician, confined to a Hospital for more than five consecutive overnight stays, the Company will pay a lump-sum benefit of \$5,000 per Insured per Coverage Period.

Section 4: Personal Effects Benefits

Benefits will be paid up to the maximum amount shown below, if a Covered Person suffers loss, theft or damage to Personal Effects in the care, custody and control of the Insured, during transit, or while in any hotel or building (other than the Covered Person's personal residence), or while locked in the Rental vehicle, during the Coverage Period.

The Company will pay no more than the least of the following amounts for Personal Effects Benefits:

- Replacement cost of the Personal Effects at the time of loss without deduction for depreciation; or
- The full cost to repair the Personal Effects at the time of loss; or
- \$1,750 per Insured.

The maximum total benefits that shall be payable in the aggregate for all Covered Persons is \$8,750 per Coverage Period, regardless of the number of persons.

Section 5: Limitations and Exclusions

5.1 Limitations

If a Covered Person suffers one or more losses from the same Accident for which amounts are payable under more than one of the following benefits provided by the Certificate, the maximum amount payable under all of the benefits combined will not exceed the amount payable for one of those losses, the largest: Accidental Death Benefit, Accidental Dismemberment Benefit.

5.2 General Exclusions – Applicable to Section 3 – Personal Accident Benefits

The Certificate does not cover Loss or claim resulting in whole or in part from any one or more of the following:

1. Intentionally self-inflicted injuries, suicide, or any attempt thereof while sane or insane;
2. Sickness, disease, or bodily infirmity whether the Loss or claim results directly or indirectly from any of these;
3. Injury caused or contributed to by the Covered Person's commission of or attempt to commit a felony or assault, participation in or engaging in an act of violence, civil disobedience, civil disorder, riot or insurrection;
4. Injury sustained while the Covered Person is riding (including boarding or alighting) on any aircraft as a passenger, or as a pilot, crew member, flight instructor, examiner or student pilot;
5. Participation in professional team sports or other professional athletic activities; and
6. Being under the influence of any intoxicant or narcotic, unless administered on the advice of a Physician.

5.3 General Exclusions – Applicable only to Section 4 – Personal Effects Benefit

Due to their nature, certain items are excluded from coverage. The Certificate does not provide coverage for loss or damage to:

1. Money and securities; currency; coins; deeds; negotiable instruments; debit or credit cards; artificial teeth or dental bridges; tickets and documents; contact lenses or eyeglasses; prosthetic limbs; automobiles or automobile equipment or their respective parts; animals; motorcycles; watercraft and their trailers; motors or other conveyances; perishables; stamps; bullion; merchandise for sale or exhibition; antiques and fine arts; household or office furniture; business equity; CB radios, radar detectors; furs; jewellery or watches; guns or other weaponry.

In addition, the Certificate does not provide coverage for loss or damage (in whole or in part) from:

1. 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;
2. Transporting contraband or illegal trade;
3. 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;
4. 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; and
5. Confiscation by order of any government or public authority;
6. Any theft of or damage to the Insured's Personal Effects that is expected or intended by the Insured; and
7. Delay, loss of market, indirect or consequential loss of any kind.

5.4 General Exclusions – Applicable to all Benefits

The Certificate does not cover Loss or claim resulting in whole or in part from any one or more of the following:

1. Use of a Rental Vehicle when such use is in violation of the conditions of the Rental Agreement;
2. Operation of the Rental Vehicle by any driver who is not authorized by the Rental Agreement;
3. Any Insured's liability for damage to the Rental Vehicle; and
4. War, invasion, terrorism, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power.

Coverage is also not provided for any loss occurring after the rented vehicle is converted. The Rental Vehicle shall be deemed to have been converted whenever it is not returned to Enterprise by the return date and time or by the extended return date as shown in the Rental Agreement.

Section 6: Claim Provisions

6.1 Notice and Proof of Claim: The Insured shall notify the Company immediately after learning of a loss, or an occurrence which may lead to a loss under any of these insurance benefits. 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. The Insured will then be sent a claim form. The Insured shall then give written notice of claim (on a claim form or other written notification) to the Company not later than 30 days after the occurrence or commencement of any loss covered by the Policy or as soon thereafter as is reasonably possible, but in all events must be provided no later than 90 days from the date of loss. Written notice given by or on behalf of the claimant or the beneficiary to the Company with information sufficient to identify the Insured, shall be deemed notice of claim. The appropriate claim forms, including a copy of the Rental Agreement, together with written proof of loss, must be delivered as soon as reasonably possible, but in all events within one year from the date that the loss occurred. Notice to Enterprise is not notice to the Company.

6.2 Payment of Claims: Benefits payable under the Policy will be paid upon receipt of full written proof of loss, as determined by the Company. Benefits for Loss of Life shall be paid to the surviving person or persons in the first of the following classes of successive preference beneficiaries which survives the Insured: spouse; or children, including legally adopted children; or parents; or brothers and sisters; or the estate of the Insured. If two or more persons become entitled to benefits as preference 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.

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

6.4 Right of Examination: The Company has the right, and any Insured making a claim shall afford to the Company an opportunity, to examine him or her when and as often as the Company may reasonably require while the claim hereunder is pending, and also, in the case of the Loss of Life of an Insured, to make an autopsy subject to any law of the Insured's province of residence relating to autopsies.

6.5 Subrogation: Following payment of an Insured's claim for loss or damage, the Company 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 Company such assistance as is reasonably required to secure its rights and remedies, including the execution of all documents necessary to enable the Company to bring suit in the name of the Insured.

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

6.7 Co-operation: Insureds are required to: help the Company obtain witnesses, information and evidence about the Accident and co-operate with the Company in any legal actions and if the Company requests of the Insured; immediately send the Company everything received in writing concerning the claim including legal documents; provide the Company 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.

6.8 False Claim: If an Insured files a claim knowing it to be false or fraudulent in any respect, the Insured shall no longer be entitled to this insurance, nor to the payment of any claim under the Policy.

Section 7: General Provisions

These General Provisions are applicable to the Policy as a whole. Please read each section to see further additional conditions and provisions relating to that section.

7.1 The Policy: The Policy between the Policyholder and the Company consists of the Policy, the Certificate, and any written amendment(s) issued by the Company. The Policy can be changed or amended without the consent of any Insured.

7.2 Waiver: The Company shall be deemed not to have waived any condition of the Policy, either in whole or in part, unless the waiver is clearly expressed in writing and signed by the Company. Any express waiver by the Company of any requirements of the Policy will not constitute a continuing waiver of such requirements. Any failure by the Company to insist upon compliance with any provision of the Policy will not operate as a waiver or amendment of that provision.

7.3 Limitation of Actions: No action at law or in equity may be brought to recover on benefits under the Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Policy.

Every action or proceeding against an insurer for the recovery of insurance money payable under the Policy is absolutely barred unless commenced within the greater of:

- 1) the time set out in the Insurance Act (for actions or proceedings governed by the laws of Alberta and British Columbia), The Insurance Act (for actions or proceedings governed by the laws of Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), The Limitations Act (for actions or proceedings governed by the laws of Saskatchewan) or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the Quebec Civil Code; or
- 2) three years after the time written proof of loss is required to be furnished.

7.4 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.

7.5 No Benefit to Bailee: The insurance provided by this policy shall in no way be directly or indirectly to the benefit of any carrier or bailee.

7.6 Assignment: Neither the insurance provided hereunder nor benefits payable hereunder may be assigned.

7.7 Non-Participating: The Insured is not entitled to share in the profits or surplus of the Company.

7.8 Currency: All moneys payable under this Policy are payable in the lawful money of Canada unless otherwise stated.

7.9 Governing Law: The relationship between the Company and any Insured shall be subject to the laws of the Insured's Canadian province or territory of residence at the time his or her insurance coverage hereunder comes into effect.

7.10 Conformity with Applicable Law: Any provision of the Policy, which is in conflict with any federal, provincial, territorial or other applicable law of an Insured's place of residence, is hereby amended to conform to the minimum requirements of that law. The Company will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose the Company, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation. The Policy will not cover any loss, injury, damage or legal liability arising directly or indirectly from planned or actual travel in, to, or through Iran, Syria, Sudan, North Korea or the Crimea region.

Despite any other provision of this Certificate, this Certificate is subject to the statutory conditions in the Insurance Act respecting policies of accident and sickness insurance.

AIG Insurance Company of Canada - Privacy Principles

We abide by the AIG Insurance Company of Canada Privacy Principles and want our Insured's and claimants (referred to herein as "You" or "Your"), to be aware of how and why we handle personal information. We work hard to respect and maintain Your privacy. However, the very nature of our business is such that the collection, use and disclosure of personal information is fundamental to the products and services we provide.

For the purposes of the Privacy Principles, personal information means information that identifies an individual. For example: an individual's name, birth date, address, age, health and financial information is personal information which we may collect, use and in certain circumstances, where necessary, disclose, in the course of providing insurance services and carrying on business. By applying for or purchasing AIG's products and services, You are providing Your consent to our collection, use, and disclosure of Your personal information for insurance purposes and carrying on business, as set out in the Privacy Principles.

You may obtain a copy of the Privacy Principles on Our website at www.aig.ca or request a copy by contacting Us at:
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