

# VISA® Collision Loss Damage Insurance

Convenient coverage for  
rental vehicles



Courtesy of Hertz



Good for Business®

# VISA Collision Loss Damage Insurance

## Another way businesses count on VISA Commercial Card Programs.

When corporate clients need to take care of business, VISA Commercial Card Programs are there to help them do it. And when business takes them out of town, they count on VISA Collision Loss Damage Insurance (CLDI) for rental vehicle coverage.

VISA Collision Loss Damage Insurance is a comprehensive insurance program that covers loss or damage to a rental vehicle when rented and operated by a holder of a VISA Commercial Card. Its protection is automatic for enrolled companies provided the cardholder does not accept the Collision Damage Waiver (CDW) or its equivalent offered by a Rental Agency.

This brochure explains the program and provides instructions on how to make a claim. Please take a few minutes to review the details of the VISA Collision Loss Damage Insurance program, and then keep this brochure for future reference. For more information, you can see the section entitled **Inquiries**, contact your VISA Commercial Card Program Representative at your financial institution or visit [www.visa.ca/cldi](http://www.visa.ca/cldi) (English) or [www.visa.ca/edc](http://www.visa.ca/edc) (French).

Please note that this protection does not extend to third-party liability or personal effects coverage. For information on how you may already be covered, or how to obtain this coverage, please visit the **How We Have You Covered** section of the VISA CLDI website.

This brochure is not a contract of insurance. The descriptions and explanations of coverage in this brochure are only a summary of the VISA Collision Loss Damage Insurance Program. Please refer to the Policy and Certificate of Insurance for a complete description of the terms, limitations, conditions and exclusions that apply. This coverage may be cancelled, changed or modified at the option of the VISA Card Issuer at any time without notice.

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# Some Helpful Definitions

Before reviewing the VISA Collision Loss Damage Insurance program, you may find these definitions helpful:

“Cardholder” means the person whose name is embossed on the VISA Commercial Card or who is authorized to use the card in accordance with the Cardholder agreement.

“Insured Person” means: (1) The Cardholder, who presents himself (herself) in person at the Rental Agency, signs the rental contract, declines the Rental Agency’s Collision Damage Waiver (CDW) or its equivalent and takes possession of the rental vehicle and who complies with the terms of the Policy. (2) Any other person who drives the same rental vehicle with the Cardholder’s permission whether or not such person has been listed on the rental vehicle contract or has been identified to the Rental Agency at the time of making the rental; however, the Cardholder and all drivers must otherwise qualify under and follow the terms of the rental contract and must be legally licensed and permitted to drive the rental vehicle under the laws of the jurisdiction in which the rental vehicle shall be used.

“Loss of Use” refers to the amount paid to a Rental Agency to compensate it when a rental vehicle is unavailable for rental while undergoing repairs for damage incurred during the rental period.

“Rental Agency” means an auto Rental Agency licensed to rent vehicles and which provides a rental agreement.

“VISA Commercial Card” shall mean a VISA Commercial Card issued by the VISA Issuing Financial Institution to the Company. VISA Commercial Cards include VISA Business Card, VISA Commercial Card, VISA Corporate Card and VISA Purchasing Card. Please contact your VISA Commercial Card Program Representative at your financial institution to determine if your company is enrolled.

## What Is VISA Collision Loss Damage Insurance (CLDI)?

VISA Collision Loss Damage Insurance (CLDI) provides coverage when a holder of a VISA Commercial Card uses the card to pay in full for a rental vehicle, provided the Cardholder declines the Collision Damage Waiver (or an equivalent coverage) offered by the Rental Agency.

Important: The Cardholder should check with his or her personal insurer and the Rental Agency to ensure that he or she and all other drivers have adequate personal property, injury and third-party liability coverage. **VISA Collision Loss Damage Insurance only covers loss or damage to the rental vehicle as outlined in this brochure.**

## Who Provides this Insurance?

This program is insured by Royal & Sun Alliance Insurance Company of Canada.

## What Is the Maximum Amount of Insurance?

The coverage compensates the driver or a Rental Agency for loss and damages up to the actual cash value of the rental vehicle and valid Rental Agency Loss of Use charges when certain conditions are met as outlined in this brochure.

### CLDI at a Glance

- Only the Cardholder may rent a vehicle and decline the Rental Agency's Collision Damage Waiver (CDW) or an equivalent coverage offering. This coverage applies only to the Cardholder's personal and business use of the rental vehicle.
- The VISA Commercial Card must be in good standing.
- The full cost of the rental must be charged to the driver's VISA Commercial Card in order to activate coverage.
- The rental period must not exceed 48 days. If the rental period exceeds 48 days, coverage will not be provided from the first day onwards. Coverage may not be extended for more than 48 days by renewing or taking out a new rental agreement with the same or another Rental Agency for the same vehicle or another vehicle.
- Claims must be reported within 48 hours of the loss/damage occurring by calling toll-free (800) 847-2911 (when in Canada or the United States) or call collect (410) 581-9994.

## What Does VISA Collision Loss Damage Insurance (CLDI) Cover?

VISA CLDI is primary insurance (except for losses that may be waived or assumed by the Rental Agency or its insurer, and in such circumstances where provincial or state insurance legislation states otherwise) that pays the amount for which the Insured Person is liable to the Rental Agency up to the actual cash value of the damaged or stolen rental vehicle as well as valid Loss of Use charges resulting from damage or theft occurring while the Insured Person is the renter of the rental vehicle.

## What Is NOT Covered under VISA Collision Loss Damage Insurance (CLDI)?

This coverage does NOT include loss arising directly or indirectly from:

- a replacement vehicle for which the Insured Person's personal automobile insurance is covering all or part of the cost of the rental;
- third-party liability;
- personal injury and damage to property, except the rental vehicle itself or its equipment;
- the operation of the rental vehicle at any time during which any Insured Person is driving while intoxicated or under the influence of any narcotic;
- any dishonest, fraudulent or criminal act committed by any Insured Person;
- wear and tear, gradual deterioration, mechanical or electrical breakdown or failure, inherent vice or damage, insects or vermin;
- operation of the rental vehicle in violation of the terms of the rental agreement except:
  - (a) Insured Persons, as defined, may operate the rental vehicle;
  - (b) the rental vehicle may be driven on publicly maintained gravel roads;
  - (c) the rental vehicle may be driven across provincial and state boundaries in Canada and the U.S. and between Canada and the U.S.;

**N.B. It must be noted that loss/damage arising while the vehicle is being operated under (a), (b) or (c) above is covered by this insurance. However, the Rental Agency's third-party insurance will not be in force and, as such, the Insured Person must ensure that he or she is adequately insured privately for third-party liability.**

- seizure or destruction under a quarantine or customs regulations or confiscated by order of any government or public authority;
- transportation of contraband or illegal trade;
- war, hostile or warlike action, insurrection, rebellion, revolution, civil war, usurped power, or action taken by government or public authority in hindering, combating or defending against such action;
- transportation of property or passengers for hire;
- nuclear reaction, nuclear radiation, or radioactive contamination; and
- intentional damage to the rental vehicle by an Insured Person.



## Who Is Eligible for Coverage?

Holders of a VISA Commercial Card are eligible for coverage, provided that:

- the Cardholder's account privileges have not been terminated or suspended; and/or
- the Cardholder's account is not more than 90 days past due; and
- the Cardholder's Commercial Card Program is enrolled in the CLDI program.

## How Is the Coverage Activated?

For coverage to be in effect, the Cardholder must:

- use the VISA Commercial Card to pay for the entire rental from a Rental Agency; and
- decline the Rental Agency's CDW option or similar coverage offered by the Rental Agency on the rental contract. If there is no space on the vehicle rental contract for the Cardholder to indicate that he or she has declined the coverage, then the Cardholder must indicate in writing on the contract "I decline CDW provided by this merchant."

## What If the Vehicle Rental Is Part of a Package or Special Program?

Rental vehicles are covered under the following special circumstances:

- rental vehicles which are part of prepaid travel packages are covered if the total package was paid by the VISA Commercial Card;
- if the Cardholder receives a “free rental” as a result of a promotion where the Cardholder has had to make previous vehicle rentals and if each such previous rental was paid for entirely by the Cardholder’s VISA Commercial Card;
- if the Cardholder receives a “free rental” day(s) as a result of an airline point program (or other similar program) for the number of days of free rental. If the free rental day(s) are combined with rental days for which the Cardholder pays the negotiated rate, this entire balance must be paid by the VISA Commercial Card; and/or
- if points earned under the VISA member points program are used to pay for the rental. However, if only a partial payment is paid using the member points program, the entire balance of that rental must be paid using the VISA Commercial Card.

## Under What Conditions Would Coverage Be Terminated?

There is NO coverage when:

- the Rental Agency reassumes control of the rental vehicle;
- the Policy is cancelled;
- the rental period is more than 48 consecutive days, or the rental period is extended for more than 48 consecutive days by renewing or taking out a new rental agreement with the same or another Rental Agency for the same vehicle or other vehicles; and/or
- the Cardholder’s VISA Commercial Card is cancelled or card privileges are otherwise terminated.

## Where Is Coverage Available?

This coverage is available on a 24-hour basis unless precluded by law or the coverage is in violation of the terms of the rental contract in the jurisdiction in which it was formed.

(See the section on **Helpful Hints** for tips on locations where use of this coverage may be challenged and what to do when a Rental Agency makes the rental or return of a vehicle difficult.)

## What Types of Vehicles Are Covered?

The types of rental vehicles covered include all cars, sport utility vehicles, and Mini-Vans (defined as vans made by an automobile manufacturer and classified by the manufacturer or a government authority as Mini-Vans made to transport a maximum of eight (8) people including the driver and which are used exclusively for the transportation of passengers and their luggage) except those excluded below:

- 1** Vans, trucks or pick-up trucks (other than Mini-Vans as described above);
- 2** Limousines;
- 3** Off-road vehicles, meaning any vehicle used on roads that are not publicly maintained roads unless used to ingress and egress private property;
- 4** Motorcycles, mopeds or motor bikes;
- 5** Trailers, campers, recreational vehicles or vehicles not licensed for road use;
- 6** Vehicles towing or propelling trailers or any other object;
- 7** Mini-buses or buses;
- 8** Expensive or exotic vehicles, meaning vehicles such as Aston Martin, Bentley, Bricklin, Daimler, DeLorean, Excalibur, Ferrari, Jensen, Lamborghini, Range Rover, Lotus, Maserati, Porsche, Rolls Royce, any limousine or any vehicle which is either wholly or in part handmade, hand finished or has a limited production of under 2,500 vehicles per year;
- 9** Antique vehicles, meaning a vehicle over twenty (20) years old or which has not been manufactured for ten (10) years or more; and
- 10** Luxury vehicles such as BMW, Cadillac, Lincoln and Mercedes Benz are covered provided they are not limousines or vans.

## How Is a Claim Made?

In the event of an accident or theft:

**Within 48 hours**, call toll-free (800) 847-2911 if the Insured Person is in Canada or the United States, or call collect (410) 581-9994. The representative will answer the Insured Person's questions and send that individual a claim form.

The Insured Person must decide with the Rental Agency who will make the claim (the Rental Agency or the Cardholder).

**If the Rental Agency decides to settle the claim directly**, the Insured Person must complete the accident report claim form and assign the right for the Rental Agency to make the claim on his or her behalf on the claim form or other authorized forms. It is important to note that the Insured Person remains responsible for the loss/damage and that the Insured Person may be contacted in the future to answer inquiries resulting from the claims process. The Rental Agency may fax the required documentation toll-free if the Rental Agency is in Canada or the United States to (800) 354-7017. If the Rental Agency is outside Canada or the United States, the fax number is (303) 467-8678 (collect). Original documentation may also be required in some instances.

(If the Insured Person has any questions, is having any difficulties, or would like the claims administrator to be involved immediately, the Insured Person may call the number provided above.)

**If the Insured Person will be making the claim**, he or she must call the claims administrator within 48 hours of the damage/theft having occurred. The claim must be submitted with as much documentation (see next page) as possible within 45 days of discovering the loss/damage. The Insured Person will need to provide all documentation within 90 days of the date of damage or theft to the claims administrator at the address provided on the following page.

**The following claim documentation is required:**

- the claim form, completed and signed;
- the Cardholder's VISA sales draft showing that the rental was paid in full with the VISA Commercial Card, or the VISA sales draft showing the balance of charges for the rental if a points program was used to pay for part of the rental;
- the original copy of both sides of the vehicle rental agreement;
- accident or damage report, if available;
- the itemized repair bill or, if not available, a copy of the estimate;
- receipt for paid repairs;
- police report, when available; and
- copy of the Cardholder's billing or pre-billing statement if any repair charges were billed to the Cardholder's account.

**This documentation should be sent to:**

VISA Auto Rental Collision/Loss  
Damage Insurance Claims Administrator  
655 Finley Avenue, Unit 1  
Ajax, Ontario L1S 3V3

Under normal circumstances, the claim will be paid within 15 days after the claims administrator has received all necessary documentation. If the claim cannot be assessed on the basis of the information that has been provided, it will be closed. After the Company (Insurer) has paid the claim, the Insured Person's rights and recoveries will be transferred to the Company to the extent of the Company's payment for the loss/damage incurred when the rental vehicle was the Insured Person's responsibility.

This means the Company will then be entitled, at its own expense, to sue in the Insured Person's name. If the Company chooses to sue another party in the Insured Person's name, the Insured Person must give the Company all the assistance the Company may reasonably require to secure its rights and remedies. This may include providing the Insured Person's signature on all necessary documents that enable the Company to sue in the Insured Person's name.

Once the Insured Person reports damage, loss or theft, a claim file will be opened and will remain open for six (6) months from the date of the damage or theft. Payment will only be made on a claim or any part of a claim that is completely substantiated as required by the claims administrator within six (6) months of the date of loss/damage.

The Insured Person should use due diligence and do all things necessary to avoid or reduce any loss or damage to property protected by this VISA Collision Loss Damage Insurance.

If the Insured Person makes a claim knowing it to be false or fraudulent in any respect, the Insured Person will not be entitled to the benefits of this protection, nor to the payment of any claim made under the Policy.

## Helpful Hints

Before renting a vehicle, the Cardholder should find out if he or she is required to provide a deposit if the Cardholder wishes to decline the Rental Agency's CDW. If possible, the Cardholder should select a Rental Agency which provides an excellent rate AND allows the Cardholder to decline the CDW without having to make a deposit.

Rental Agencies in some countries may resist refusal of their CDW coverage. These Rental Agencies may try to encourage the Cardholder to take their coverage or to provide a deposit. If the Cardholder experiences difficulty using the VISA CLDI coverage, the Cardholder can call toll-free (800) 847-2911 if in Canada or the United States, or call collect (410) 581-9994 and provide:

- the name of the Rental Agency involved;
- the Rental Agency's address;
- the date of the rental;
- the name of the Rental Agency representative; and
- the rental contract number.

## Helpful Hints (continued)

The Rental Agency will then be contacted and acquainted with the VISA CLDI coverage.

In certain locations, the law requires that Rental Agencies provide Collision Damage Insurance Coverage in the price of the vehicle rental. In these locations (and in Costa Rica or elsewhere where Cardholders may be required to accept CDW), the VISA CLDI will provide coverage for any required deductible, provided that all the procedures outlined in the certificate are followed and the Rental Agency's Collision Damage Waiver has been declined on the rental contract.

The Cardholder will not be compensated for any payment he or she may have made to obtain the Rental Agency's CDW.

The Cardholder should check the rental vehicle carefully for scratches or dents before and after driving the vehicle. Scratches or dents should be pointed out to a Rental Agency representative.

If the vehicle has sustained damage of any kind, the Insured Person should phone one of the numbers provided. The Insured Person should NOT sign a blank sales draft to cover the damage and Loss of Use charges or a sales draft with an estimated cost of repair and Loss of Use charges. The Rental Agency may make a claim on the Insured Person's behalf to recover repair and Loss of Use charges by following the procedures outlined under **How Is a Claim Made?**

## Inquiries

Please direct any claim inquiries to:

Royal & Sun Alliance Insurance Company of Canada  
Attention: Claims Management Services  
Sheridan Insurance Centre  
2225 Erin Mills Parkway, Suite 1000  
Mississauga, Ontario L5K 2S9

Within the Toronto Region, telephone (905) 403-2283.  
Outside the Toronto Region, telephone 1-800-544-2971.  
Please refer to the program and the policy number  
(provided by your Financial Institution).