

AIR MILES Travel Insurance

Rental Vehicle Damage Policy

Effective September 2020

Underwritten by

First North American Insurance Company, a wholly owned subsidiary of Manulife.

NOTICE REQUIRED BY PROVINCIAL LEGISLATION

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.

Important Notice - Read Carefully Before You Travel

You have purchased a travel insurance policy - what's next? We want you to understand (and it is in your best interest to know) what your policy includes, what it excludes, and what is limited (payable but with limits). Please take time to read through your policy before you travel. **Italicized terms are defined in your policy.**

- Travel insurance covers claims arising from sudden and unexpected situations (i.e. accidents and emergencies) and typically not follow-up or recurrent care.
- To qualify for this insurance, you must meet all of the eligibility requirements.
- This insurance contains limitations and exclusions (i.e. medical conditions that are not stable, pregnancy, child born on trip, excessive use of alcohol, high risk activities).
- This insurance may not cover claims related to pre-existing medical conditions, whether disclosed or not at time of policy purchase.
- Contact the Assistance Centre before seeking treatment or your benefits may be limited.
- In the event of a claim your prior medical history may be reviewed.
- If you have been asked to complete a medical questionnaire and any of your answers are not accurate or complete, your policy will be voidable.

It is your responsibility to understand your coverage. If you have questions, call 1 866 298-6581.

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IN THE EVENT OF AN EMERGENCY, CALL:		IN THE EVENT OF AN EMERGENCY, CALL:	
1-888-491-2285 Toll-free from the USA and Canada		1-888-491-2285 Toll-free from the USA and Canada	
+1 (519) 251-7427 Collect to Canada where available		+1 (519) 251-7427 Collect to Canada where available	
NAME	AIR MILES.	NAME	AIR MILES.
POLICY #		POLICY#	

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THIS POLICY IS UNDERWRITTEN by First North American Insurance Company (FNAIC), a wholly owned subsidiary of Manulife. Manulife has appointed Active Claims Management (2018) Inc. (operating as "Active Care Management") as the provider of all assistance and claims service under this policy.

10-Day Free Look to Review this Policy

You have 10 days from your insurance purchase date to review this policy. If it does not meet your needs, you may terminate this insurance coverage and receive a premium refund if:

- (i) you have not departed on your trip; and
- (ii) there is no claim in progress.

To request a premium refund, simply contact *your* AIR MILES® Rewards Program Travel Specialist from whom *you* purchased the insurance.

In addition, if the commercial rental agency declines *your* AIR MILES *Rental Vehicle* Damage insurance, *we* will fully refund your premium.



Everyone wants to have a carefree trip and should be able to travel with confidence in their travel insurance purchase. Most people travel every day without a problem, but if something does happen, the member companies of the Travel Health Insurance Association of Canada (THiA) want you to know your rights. THiA's Travel Insurance Bill of Rights and Responsibilities builds on the golden rules of travel insurance:

Know your health • Know your trip Know your policy • Know your rights

For more information, go to www.thiaonline.com

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IMPORTANT INFORMATION ABOUT YOUR TRAVEL INSURANCE

It is important *you* read and understand *your* policy before *you* travel. It is *your* responsibility to review the terms, conditions and limitations outlined in this policy.

To be eligible for insurance under this policy, you must meet all the eligibility requirements outlined on Page 3 of this policy.

ITALICIZED WORDS have a specific meaning. Please refer to the "Definitions" section of this policy to find the meaning of each italicized word.

IN THE EVENT OF AN EMERGENCY, YOU MUST CALL THE ASSISTANCE CENTRE IMMEDIATELY

1 888 491-2285 toll-free from the USA and Canada, **+1 (519) 251-7427** collect where available.

Our Assistance Centre is there to help you 24 hours a day, every day of the year.

Our Assistance Centre can also be contacted through the **ACM TravelAid™** mobile application.



If you need medical attention or must make any other type of claim during your trip, call us for assistance first. The Assistance Centre is open 24 hours a day, each day of the year. Immediate access to the Assistance Centre is also available through its TravelAid mobile app.



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To download the app, visit http://Active-Care.ca/TravelAid.



If you need medical attention or must make any other type of claim during your trip, call us for assistance first. The Assistance Centre is open 24 hours a day, each day of the year. Immediate access to the Assistance Centre is also available through its TravelAid mobile app.



To download the app, visit http://Active-Care.ca/TravelAid.



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INTRODUCTION

Policy Contract

This is *your* insurance policy, a contract detailing terms and conditions of the insurance coverage *you* purchased. Coverage under this policy is issued on the basis of information provided in *your* application. *Your* entire contract with *us* consists of: this policy; *your* application for this policy; the *confirmation* issued in respect of that application; and any other amendments or endorsements resulting from extensions of coverage.

How to contact us

Prior to travelling, or when travelling and *you* require emergency assistance, call 1 888 491-2285 toll-free from the USA and Canada +1 (519) 251-7427 collect where available. For coverage information or general enquiries, please contact the AIR MILES Travel Insurance Customer Service Centre at 1 866 298-6581.

SCHEDULE OF BENEFITS

Rental Vehicle Damage Policy			
Eligible Age	No Limit (except of age to hold driver's licence and rental vehicle contract age requirement)		
Rental Vehicle Damage			
Rental Vehicle Damage	\$60,000		

ELIGIBILITY

You are NOT eligible for coverage if:

- a) you have been advised by a physician not to travel; and/or
- b) you have been diagnosed with a terminal illness with less than 6 months to live; and/or
- c) you have a kidney condition requiring dialysis; and/or
- d) *you* have used home oxygen during the 12 months prior to the date of application.

TO BE ELIGIBLE FOR INSURANCE UNDER THIS POLICY

The AIR MILES Rental Vehicle Damage Policy is available if:

- You have booked travel arrangements through the AIR MILES Reward Program with an AIR MILES Travel Specialist or through the AIR MILES website www.airmiles.ca.
- 2. You are a resident of Canada.
- 3. *Your* policy must be purchased prior to *your departure date* and must cover the full duration of *your trip*.
- 4. You must have a valid driver's licence.
- 5. You booked the rental vehicle through the AIR MILES Rewards Program.
- Please refer to the age and length of travel requirements stated in the Schedule of Benefits to make sure you meet each stated requirement.

IF YOU DO NOT MEET ALL OF THE ABOVE ELIGIBILITY REQUIREMENTS, YOU ARE NOT ELIGIBLE TO PURCHASE THIS INSURANCE.

GENERAL INFORMATION ABOUT YOUR TRAVEL INSURANCE

THE DATE YOUR COVERAGE STARTS / YOUR EFFECTIVE DATE OF COVERAGE

Coverage starts when *you* legally assume control of the *rental vehicle* as indicated on *your* rental contract.

THE DATE YOUR COVERAGE ENDS / YOUR COVERAGE EXPIRY DATE

Coverage ends on the earliest of:

- a) the date the rental agency reassumes control of the rental vehicle or the rental contract ends;
- b) the return date or effective end date as shown on your confirmation;
- c) when the number of days you purchased expires; or
- d) 60 days after the rental contract started.

ADDITIONAL INFORMATION

AUTOMATIC EXTENSION

We will extend *your* coverage automatically beyond the date *you* were scheduled to return *home* as per the return date indicated on *your* confirmation if:

- your common carrier is delayed or you are delayed due to circumstances beyond your control. In these situations, we will extend your coverage for up to 72 hours; or
- you or your travel companion or an immediate family member travelling with you is hospitalized on that date. In this case, we will extend your coverage during the hospitalization and for up to 5 days after discharge from the hospital; or
- you or your travel companion or an immediate family member travelling with you has an emergency that does not require hospitalization but prevents travel (as documented by the attending physician at destination). In this case, we will extend your coverage for up to 72 hours.

However, if travel is medically possible before the applicable 5 days or 72 hours have passed, we will honour your claim for eligible expenses only until such earlier date.

In any case, we will not extend any coverage beyond 12 months after your effective date of insurance.

TO STAY LONGER THAN PLANNED

Extensions:

To obtain an extension of *your* coverage, simply call *your* AIR MILES Reward Program Travel Specialist to request the extension.

If, however, *you* are already on *your trip* and need to apply for an extension of *your* coverage, simply call *your* AIR MILES Reward Program Travel Specialist before the *expiry date* of *your* existing coverage at:

1-844-399-ONYX or 1-844-399-6699

You may be able to extend your coverage as long as:

- the total length of your trip does not exceed 60 days;
- you pay the additional premium; and
- you have had no event that has resulted or may result in a claim.

We will not extend coverage beyond a total of 60 days (including any extensions) during *your trip*.

Any extension after departure is subject to the approval of the Assistance Centre.

RENTAL VEHICLE DAMAGE INSURANCE

What does Rental Vehicle Damage Insurance cover? Benefits –

We will cover the following Rental Vehicle Damage Insurance benefits:

- 1. Up to \$60,000 for the liability imposed upon *you* by law or assumed by *you* under the *rental vehicle* rental agreement, and resulting from physical loss or damage to a *rental vehicle* while it is under *your* care, custody and control, or that of a person who is permitted to operate the *rental vehicle* under the rental agreement; for the number of days of coverage purchased; and for a maximum of 60 days (including any extensions).
- 2. Benefits include:
 - a) *our* investigation, negotiation or settlement of *your* claim on *your* behalf and as we deem appropriate,
 - b) our defending in your name, on your behalf and at our cost, any civil action brought against you on account of the loss or damage to the rental vehicle,
 - c) our payment of all costs assessed against you in any civil action we defend and any interest accruing after judgment upon that part of the judgment that is within the limit of the insurer's liability, and
 - d) *our* payment of towing costs, general average, salvage, fire department charges, customs duties and reasonable costs for loss of use of the *rental vehicle* for which *you* are responsible.
- 3. Only one (1) rental vehicle may be covered under this policy.
- 4. If the commercial rental agency requires it, *you* must examine the *rental vehicle* and record, in writing, all existing damages before accepting the *rental vehicle*, and keep a copy of that damage record in case *you* have a claim.

Exclusions & Limitations – What does *Rental Vehicle* Damage Insurance not cover?

We will not cover expenses or benefits for:

- Contents of the rental vehicle, liability other than for loss of or damage to the rental vehicle, or expenses assumed or waived by the rental vehicle rental agency or its insurers or payable under any other insurance.
- 2. Loss or damage arising from, caused by or contributed to by driving or operation of the *rental vehicle* by *you* or any other person while:
 - a) under the influence of intoxicating substances,
 - b) participating in a speed test or contest,
 - c) carrying passengers for compensation or hire,
 - d) being used for commercial delivery, transporting contraband or illegal trade, or
 - e) in violation of the terms of the rental vehicle agreement.
- 3. Loss or damage arising from, caused by, or contributed to by:
 - a) the mechanical failure or breakdown of any part of the *rental vehicle*, rusting, corrosion, wear and tear, gradual deterioration, inherent defect, or freezing;
 - b) the conversion or any dishonest act committed by you or any other party of interest, your employees or agents, or any person to whom the property may be entrusted (bailees for hire excepted);
 - c) your failure to preserve or protect the property, or your neglect or abuse of the property; or
 - d) contamination by radioactive material.
- 4. An act of war or act of terrorism.

WHAT ELSE DO YOU NEED TO KNOW?

General Conditions

This insurance is void in the case of fraud or attempted fraud, or if *you* conceal or misrepresent any material fact or circumstance concerning this insurance, either at time of application for this policy (including any request for extension or top-up of coverage for benefits), at the time of claim or at any other moment during *your* coverage period.

We will not pay a claim if you, any person insured under this policy or anyone acting on your behalf attempt to deceive us or makes a fraudulent, false or exaggerated statement or claim. When completing the application, your answers must be complete and accurate. In the event of a claim, we will review your medical history. If any of your answers are found to be incomplete or inaccurate:

- your coverage will be void,
- which means your claim will not be paid.

You must be accurate and complete in your dealings with us at all times.

This policy is non-participating. *You* are not entitled to share in *our* divisible surplus.

The right of any person to designate persons to whom or for whose benefit insurance money is payable is restricted.

This policy shall be governed by and construed in accordance with the laws of *your* province or territory of residence.

Despite any other provision contained in the contract, the contract is subject to the applicable statutory conditions in the Insurance Act, as applicable in *your* province or territory of residence, respecting contracts of accident and sickness insurance.

Limitation of Liability

Our liability under this policy is limited solely to the payment of eligible benefits, up to the maximum amount purchased, for any loss or expense. Neither *we*, upon making payment under this policy, nor *our* agents or administrators, nor AIR MILES or its affiliates assume any responsibility for the availability, quality, results or outcome of any *treatment* or service, or *your* failure to obtain any *treatment* or service covered under the terms of this policy. The participation of the insurers is several and not joint and none of them will under any circumstances participate in the interest and liabilities of any of the others.

Premium

The required premium is due and payable at the time of purchase and will be determined according to the schedule of premium rates then in effect. Premium rates and policy terms and conditions are subject to change without prior notice.

Upon payment of premium, this document becomes a binding contract provided it is accompanied by a *confirmation* upon which a contract number appears and we have received *your* completed application prior to *your departure date*. If the premium is insufficient for the period of coverage selected, we will:

- 1. charge and collect any underpayment; or
- 2. shorten the policy period by written endorsement if an underpayment in premium cannot be collected.

Coverage will be null and void if the premium is not received, if a cheque is not honoured for any reason, if credit card charges are invalid or if no proof of *your* payment exists.

Subrogation

How does this insurance work with other coverages that you may have?

This is second payor coverage. *You* may have other in-force plans or contracts such as, but not limited to, third party liability, auto insurance, group or individual health insurance providing *hospital*, medical or therapeutic coverage. In this case, the amounts payable under this insurance are limited to that portion of *your* eligible expenses that are in excess of the amounts provided by those other in-force plans or contracts.

Total benefits paid to *you* by all insurers cannot exceed *your* actual expenses. *We* will coordinate the payment of benefits with all insurers who provide *you* with benefits similar to those provided under this insurance, (except if *your* current or former employer provides *you* with an extended health insurance plan with a lifetime maximum coverage of \$50,000 or less) to a maximum of the largest amount specified by any such insurer.

In addition, we have full rights of subrogation. In the event of a payment of a claim under this policy, we will have the right to proceed, in your name, but at our expense, against third parties who may be responsible for giving rise to a claim under this policy. You will execute and deliver such documents as are necessary and cooperate fully with us to allow us to fully assert our rights. You must do nothing to prejudice such rights.

If you are insured under more than one insurance policy underwritten by us, the total amount we pay to you cannot exceed your actual expenses; and the maximum you are entitled to is the largest amount specified for the benefit in any one policy.

IN THE EVENT OF A CLAIM

In the Event You need Assistance

The Assistance Centre is ready to assist you 24 hours a day, each day of the year.

1-888-491-2285 toll-free from the USA and Canada or **+1 (519) 251-7427** collect to Canada where available.

To Make a Claim for Benefits

To make a claim for benefits under this policy, *your* written proof of claim and *your* fully completed AIR MILES Travel Insurance claim form(s) must be submitted to *us* within 30 days after the event, but not more than 12 months after the date of such event or loss.

More information on the documentation that must be submitted with *your* written proof of claim is provided on the following pages.

Written claims correspondence should be mailed to:

AIR MILES Travel Insurance c/o Active Care Management P.O. Box 1237, Stn. A Windsor, ON N9A 6P8

Online Claims Submission

For quick and easy submission of your Proof of Claim, visit https://manulife.acmtravel.ca and please have all of your documentation available [in electronic format].

You may also call the Assistance Centre directly for specific information on how to make a claim or to inquire about *your* claim status at **1-855-841-4794**.

For coverage information or general enquiries, please contact the AIR MILES Travel Insurance Customer Service Centre at 1-866-298-6581 or by email at airmilestravelinsurance@manulife.ca.

If you are making a Rental Vehicle Damage Insurance claim, the following conditions apply:

- 1. We will need:
 - a) your rental vehicle invoice,
 - b) *your* rental agreement with the record of the damages that existed when *you* picked up the *rental vehicle*,
 - c) the police report and rental vehicle agency report,
 - d) an estimate of repair costs or the repair bill; and
 - e) proof of travel (including departure date and return date).
- You must not undertake any repairs other than those that are immediately necessary for the protection of the *rental vehicle* from further loss or damage, nor remove any physical evidence of the loss or damage without *our* consent.

Who will we pay your benefits to if you have a claim?

Except in the case of *your* death, *we* will pay the covered expenses under this insurance to *you* or the provider of the service. Any sum payable for loss of life will be payable to *your* estate. *You* must repay *us* any amount paid or authorized by *us* on *your* behalf if *we* determine that the amount is not payable under *your* policy. All amounts shown throughout this contract are in Canadian dollars. If currency conversion is necessary, *we* will use *our* exchange rate on the date *you* received the service outlined in *your* claim. *We* will not pay for any interest under this insurance.

Is there anything else you should know if you have a claim?

If you disagree with our claim decision, the matter may be submitted for judicial resolution under the applicable law(s) of the Canadian province or territory where you reside at the time of application for this policy.

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 in the *Limitations Act*, 2002 in Ontario, or other applicable legislation.

For the purposes of determining the validity of a claim under this policy, we may obtain and review the medical records of the attending <code>physician(s)</code>, including the records of the regular <code>physician(s)</code> at <code>home</code>. These records may be used to determine the validity of a claim whether or not the contents of the medical records were made known to <code>you</code> before <code>you</code> incurred a claim under this policy. In addition, <code>we</code> have the right, and <code>you</code> shall afford <code>us</code> the opportunity, to have <code>you</code> medically examined when and as often as may reasonably be required while benefits are being claimed under this policy. If <code>you</code> die, <code>we</code> have the right to request an autopsy, if not prohibited by law.

DEFINITIONS

When italicized in this policy, the term:

Act(s) of Terrorism means any activity that involves a threat to use or the actual use of violence or any dangerous or threatening act, or the use of force. Such act is directed against the general public, governments, organizations, properties or infrastructures, or electronic systems.

The intention of such activity is to:

- instill fear in the general public;
- disrupt the economy;
- intimidate, coerce or overthrow a sitting government or occupying power; and/or
- promote political, social, religious or economic objectives.

Act of war means hostile or warlike action, whether declared or not, in a time of peace or war, whether initiated by a local government, foreign government or foreign group, civil unrest, insurrection, rebellion or civil war.

Common carrier means a conveyance (such as a bus, taxi, train, boat, airplane) which is licensed, intended and used to transport paying passengers.

Confirmation means this policy, the application for this policy, and any other documents confirming *your* insurance coverage once *you* have paid the required premium; and where applicable, includes *your trip* arrangements. It may also include tickets or receipts issued by an airline, travel agent, tour operator, rental agency, cruise line or other accommodation or travel provider with whom *you* made arrangements for *your trip*.

Departure date means the date you leave for your trip.

Effective date means the date on which *your* coverage starts.

• Coverage starts when *you* legally assume control of the *rental vehicle* as indicated on *your* rental contract.

Expiry date means the date *your* coverage ends.

- Coverage ends on the earliest of:
 - a) the date the rental agency reassumes control of the rental vehicle or the rental contract ends;
 - b) the return date or effective end date as shown on your confirmation;
 - c) when the number of days of coverage you purchased expires;

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d) 60 days after the rental contract started.

Home means the place *you* leave from on the first day of coverage and are scheduled or ticketed to return to on the last day of coverage.

Hospital means an institution that is licensed as an accredited *hospital* that is staffed and operated for the care and treatment of in-patients and out-patients. Treatment must be supervised by physicians and there must be registered nurses on duty 24 hours a day. Diagnostic and surgical capabilities must also exist on the premises or in facilities controlled by the establishment. A *hospital* is not an establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction treatment centre, convalescent, rest or nursing home, home for the aged or health spa.

Physician means a person:

- who is not you or a member of your immediate family or your travel companion;
- licensed in the jurisdiction where the services are provided, to prescribe and administer medical *treatment*.

Rental vehicle means a passenger automobile, mini-van, self-propelled mobile home, self-propelled camper truck or self-propelled trailer that you use during your trip and rent, under a written contract, from a commercial rental agency licensed under the laws of its jurisdiction.

Excluded from coverage: truck, panel van, bus, sport utility vehicle while you use it off road, automobile designed and manufactured primarily for off-road use while it is being used off road, motorcycle, moped, motorbike, recreational vehicle (other than self-propelled motor homes), all-terrain vehicle, non self-propelled camper, non self-propelled trailer, automobile that is more than 20 years old, limousine, or exotic vehicle of these or similar makes: Aston Martin, Bentley, Ferrari, Porsche or Rolls Royce.

Travel companion means someone who shares *trip* arrangements with *you* on any one *trip*, up to a maximum of 5 persons including *you*.

Trip means the period of time between effective date and expiry date as shown on *your confirmation*.

We, **us**, **our** means FNAIC in connection with risk identified with ‡ throughout this document; and Manulife in connection with all other coverages under this policy.

You, **your** means the person(s) named as insured(s) on the *confirmation*, for whom insurance coverage was applied for and for whom the appropriate premium was received by *us*.

In this policy, words and terms denoting the singular shall be interpreted to mean the plural and vice versa, unless the context clearly indicates otherwise.

NOTICE ON PRIVACY

Your privacy matters. We are committed to protecting the privacy of the information we receive about you in the course of providing the insurance you have chosen. While our employees need to have access to that information, we have taken measures to protect your privacy. We ensure that other professionals, with whom we work in giving you the services you need under your insurance, have done so as well. To find out more about how we protect your privacy, please read our Notice on Privacy and Confidentiality.

Notice on Privacy and Confidentiality. The specific and detailed information requested on the application form is required to process the application. To protect the confidentiality of this information, Manulife will establish a "financial services file" from which this information will be used to process the application, offer and administer services and process claims. Access to this file will be restricted to those Manulife employees, mandataries, administrators or agents who are responsible for the assessment of risk (underwriting), marketing and administration of services, and the investigation of claims, and to any other person *you* authorize or as authorized by law. These people, organizations and service providers may be in jurisdictions outside Canada, and subject to the laws of those foreign jurisdictions.

Your file is secured in *our* offices or those of *our* administrator or agent. *You* may request to review the personal information it contains and make corrections by writing to:

Privacy Officer, Manulife, P.O. Box 1602, Waterloo, Ontario N2J 4C6.

You may also visit Manulife at:

https://www.manulife.ca/privacy-policies.html for further details about our Privacy Policy.

TRAVEL ASSISTANCE.

ANYWHERE IN THE WORLD.

Before *you* travel, be sure to download ACM's free assistance & claims app, **ACM TravelAidTM**. The GPS-enabled **ACM TravelAidTM**, available from Google Play and App store, provides travellers with the following services, from anywhere in the world:

- Direct link to the Assistance centre
- Healthcare provider information
- Directions to the nearest medical facility
- Official travel advisories
- Travel tips
- Claim submission support

The TravelAid mobile app can also provide *you* with local emergency telephone numbers (such as 911 in North America), and pre- and post departure travel tips. *We* recommend that *you* download the app before *you* travel to avoid incurring roaming charges that may apply at *your* destination.

HELP IS JUST A PHONE CALL AWAY.

Our multilingual Assistance Centre is there to help and support *you* 24 hours a day, every day of the year, with:

Pre-Trip Information

- √ Passport and Visa information
- √ Health hazards advisory
- √ Weather information
- √ Currency exchange information
- √ Consulate and Embassy locations

During A Medical Emergency

- √ Verifying and explaining coverage
- √ Referral to a doctor, *hospital*, or other health care providers
- $\sqrt{}$ Monitoring your medical emergency and keeping your family informed
- √ Arranging for return transportation home when medically necessary
- √ Arranging direct billing of covered expenses (where possible)

Other Services

- √ Assistance with lost, stolen or delayed baggage
- √ Assistance in obtaining emergency cash
- √ Translation and interpreter services in a medical emergency
- √ Emergency message services
- √ Help to replace lost or stolen airline tickets
- √ Assistance in obtaining prescription drugs
- √ Assistance in obtaining legal help or bail bond

HOW TO REACH US

In the event of an emergency, call:

1-888-491-2285

Toll-free from the USA and Canada

+1 (519) 251-7427

Collect to Canada where available

(have your policy number on hand when you call)

If you are unable to call us collect, please make sure you obtain the receipt(s) for the cost of placing the call(s) and submit those receipts with your claim.

If making a claim, you can contact us at:

AIR MILES TRAVEL INSURANCE

c/o Active Care Management

P.O. Box 1237, Stn. A

Windsor, ON N9A 6P8

Telephone 1-855-841-4794





PO Box 670, Waterloo, ON N2J 4B8

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