Manulife Global Rental Vehicle Damage Policy



This policy is underwritten by

First North American Insurance Company,

a wholly owned subsidiary of The Manufacturers Life Insurance Company (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 1 866 298-2722.

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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 2 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.

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

1 800 211-9093 toll-free from the USA and Canada, +1 (519) 251-7821 collect where available.

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

THIS POLICY IS UNDERWRITTEN by First North American Insurance Company (FNAIC), a wholly owned subsidiary of The Manufacturers Life Insurance Company (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. Please note that risks identified with ‡ throughout this document are covered by FNAIC.



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

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* travel agent from whom *you* purchased the insurance.

After the 10-Day Free Look, refund of premium is not available.

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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 **1 800 211-9093** toll-free from the USA and Canada

+1 (519) 251-7821 collect where available

For coverage information or general enquiries, please contact Manulife Travel Customer Service at **1 866 298-2722**.

SCHEDULE OF BENEFITS

Rental Vehicle Damage Policy		
Eligible <i>Age</i>	No Limit	
Rental Vehicle Damage	Up to \$60,000	

ELIGIBILITY

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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

You must be a resident of Canada.
You must have a valid driver's licence.

GENERAL INFORMATION ABOUT YOUR TRAVEL INSURANCE

You must pay the required premium to your travel agency before you leave home.

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; provided *you* have already purchased and paid premium for that coverage.

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 expiry date as shown on your confirmation; or
- c) 45 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 *your confirmation* if:

- your common carrier is delayed. In this case, we will extend your coverage for up to 72 hours; or
- you or your travel companion are 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 have a medical emergency that does not require hospitalization but prevents travel. In this case, we will extend your coverage for up to 5 days.

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

TO STAY LONGER THAN PLANNED

Extensions: If you have not left home yet, simply contact your travel agency to ask for the extension. If, however, you are already on your trip and need to apply for an extension of your coverage, simply contact your travel agency before the expiry date of your existing coverage. You may be able to extend your coverage as long as:

- 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 45 days (including any extensions) during your trip.

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

RENTAL VEHICLE DAMAGE INSURANCE

Benefits - What does Rental Vehicle Damage Insurance cover?

We will cover the following Rental Vehicle Damage Insurance benefits:

- 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 45 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.

- Coverage is valid only if you book your rental vehicle from a duly authorized and licensed commercial car rental agency.
- 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

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.
- 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 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 the province or territory of residence of the insured.

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

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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 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, 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, every day of the year.

1 800 211-9093 toll-free from the USA and Canada or +1 (519) 251-7821 collect 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 Manulife Travel Insurance claim form(s) must be submitted to *us* within 90 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:

Manulife Global Travel Insurance c/o Active Care Management PO BOX 1237, Station 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 to inquire about your claim status at: 1 855 841-4793

For coverage information or general enquiries, please contact Manulife Travel Customer Service at 1 866 298-2722.

If you are making a Rental Vehicle Damage Insurance claim, we will need proof of the cause of the claim, including:

- 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 reasonable and customary expenses (charges incurred for goods and services that are comparable to what other providers charge for similar goods and services in the same geographical area) under this insurance to *you* or the provider of the service, less any applicable deductible. 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 physician(s), including the records of the regular physician(s) at home. 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 you before you incurred a claim under this policy. In addition, we have the right, and you shall afford us the opportunity, to have you medically examined when and as often as may reasonably be required while benefits are being claimed under this policy. If you die, we 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;
- 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 the application for this policy, and any other documents confirming *your* insurance coverage once *you* have paid the required premium; and where applicable, includes the medical *questionnaire* and *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; provided you have already purchased and paid premium for that coverage.

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 expiry date as shown on your confirmation; or
- c) 45 days after the rental contract started.

Home means *your* Canadian province or territory of residence. If *you* requested *your* coverage to start when *you* leave Canada, *home* means Canada.

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:

NAME

POLICY #

- 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 *your* effective date and expiry date as shown on *your confirmation*.

We, us, our means First North American Insurance Company (FNAIC), and if applicable, The Manufacturers Life Insurance Company (Manulife).

You, **your** means the person(s) named as the 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.

First North American Insurance Company



Manulife, P.O. Box 670, Stn Waterloo, Waterloo, ON N2J 4B8.

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Accessible formats and communication supports are available upon request. Visit Manulife.ca/accessibility for more information.

5 IN EVENT OF AN EMERGENCY, CALL: **Manulife** 1 800 211-9093 G LABB A L toll-free from the USA and Canada +1 (519) 251-7821 collect where available NAME POLICY # IN EVENT OF AN EMERGENCY, CALL: Manulife 1 800 211-9093 toll-free from the USA and Canada +1 (519) 251-7821 collect where available

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, every day of the year.

Before you travel download the free assistance & claim mobile app, ACM TravelAid TM .

Please note that if you do not call the Assistance Centre in an emergency, or prior to any treatment, you will have to pay 25% of the eligible medical expenses we would normally pay under this policy. If it is medically impossible for you to call, please have someone call on your behalf.



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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, every day of the year.

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Please note that if you do not call the Assistance Centre in an emergency, or prior to any treatment, you will have to pay 25% of the eligible medical expenses we would normally pay under this policy. If it is medically impossible for you to call, please have someone call on your behalf.





TRAVEL ASSISTANCE. ANYWHERE IN THE WORLD.

Before *you* travel, be sure to download ACM's free assistance & claims app, **ACM TravelAid**TM. The GPS-enabled **ACM TravelAid**TM, 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
- $\sqrt{}$ Referral to a doctor, *hospital*, or other health care providers
- √ Monitoring *your* medical emergency and keeping *your* family informed
- $\sqrt{}$ Arranging for return transportation *home* when medically necessary
- Arranging direct billing of covered expenses (where possible)

Other Services

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- √ Assistance with lost, stolen or delayed baggage
- √ Assistance in obtaining emergency cash
- $\sqrt{}$ 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

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

1 800 211-9093 toll-free from the USA and Canada **+1 (519) 251-7821** collect where available.

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