

Travel Insurance

Distribution Guide for Manulife Global Rental Vehicle Damage Policy

Be protected if something unexpected happens while travelling.

Insurer | **Manulife**
Affinity Markets
250 Bloor Street East
Toronto, ON M4W 1E5
Licence No.: 2000737614

Telephone: 1-866-298-2722
Fax: 1-800-510-3362
Email: manulifeglobal@manulife.com
Website: <http://manulife.ca>

First North American
Insurance Company
250 Bloor Street East
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Telephone: 1-866-298-2722
Fax: 1-800-510-3362
Email: manulifeglobal@manulife.com
Website: <http://manulife.ca>

Assistance Centre | **Active Care Management (ACM)**
P.O. Box 1237
Station A
Windsor, ON N9A 6P8

Telephone: 1-855-297-4371
Call collect: 1-519-251-1581
Fax: 1-800-510-3362
Email: travelclaims@active-care.ca
Website: <https://www.active-care.ca>

Travel Agency
(Distributor) | Name
Address
(Email)
Telephone
Fax

← Your travel agency is required to provide you with this information.

**Note about the
Autorité des
marchés financiers**

The Autorité des marchés financiers does not express an opinion on the quality of the product offered in this guide. The insurer alone is responsible for any discrepancies between the wording of the guide and the policy.

RULES FOR REVIEWING THIS GUIDE CAREFULLY

“You” can refer to many people

When referring to “you,” we mean the person who purchased the insurance and any other insured individual, unless the context states otherwise.

“Trip” has a specific meaning

The word “trip” refers to the period beginning on the departure date and ending on the return date shown in your *Confirmation*.

Words in *italics* have a specific meaning

Words and expressions in *italics* are defined at the end of the guide (see Section [12. Definitions](#)). Read these definitions if you have any questions.

This Guide is a summary

Review the sample policy for complete details. You can get a copy from your travel agency or on the website where you buy your insurance.

THINGS TO CHECK FOR PEACE OF MIND WHEN TRAVELLING

Before you buy this insurance

- ✓ Do you, and all the individuals you want to insure, meet **all** the eligibility requirements? If not, you might not be covered. To make sure, read [Section 1. Who can purchase this insurance \(eligibility requirements\)](#).

Before you travel

- ✓ Do all insured people still meet all eligibility requirements? Otherwise, exclusions may apply.
- ✓ Has the health of any of the insured people changed since you purchased this insurance? If so, exclusions may apply.

DON'T FORGET

Don't make false statements

If you make a false statement or if you fail to declare certain information before or during the coverage period, we may cancel your coverage.

10 days to change your mind

You have the right to cancel your insurance at no cost within 10 days of purchasing your insurance. To find out more, read [Section 8. Your right to terminate insurance](#).

Don't leave without paying

You're not covered until you pay your insurance premium.

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1. WHO CAN PURCHASE THIS INSURANCE (ELIGIBILITY REQUIREMENTS)

Requirements for purchasing this insurance

You can purchase this insurance if you, and any person you want to insure, meet all the following requirements:

- ✓ You reside in Canada
- ✓ You have a valid driver's licence

Situations where you are ineligible to purchase this insurance



You should not purchase this insurance if any of the following situations apply to you or to any person you want to insure.

- ✗ You were advised by a *physician* not to travel
- ✗ You were diagnosed with a terminal *illness* with less than 6 months to live
- ✗ You require kidney dialysis
- ✗ You have used oxygen at home during the past 12 months

Your insurance will be cancelled if you don't meet the eligibility requirements

You must meet all these requirements, and each of the people you want to insure must also meet them. Otherwise, the insurance will be cancelled.

If you don't meet all eligibility requirements for this plan, there might be other travel insurance products with different eligibility requirements.

2. WHO IS INSURED

You



You are insured if:

- You meet all the eligibility requirements.
- You have paid the insurance premium.
- Your *Confirmation* shows that you are an insured person.

3. THE DURATION OF YOUR INSURANCE DEPENDS ON YOUR TRAVEL DATES

- **Scheduled departure date**

You are covered from the moment you leave your *departure point*.

WHILE TRAVELLING

Rental Vehicle Damages

Rental duration
maximum 45 days

- **Scheduled return date**

Extending your trip? You need to extend your insurance to stay covered.

STAYING LONGER THAN PLANNED

Automatic extension in some cases

- + 72 hours if your *common carrier* is delayed
- + 5 days in the event of a *medical emergency*
- + entire duration of *hospitalization* and up to 5 days after discharge from *hospital* if you or your travel companion are *hospitalized*

Have your travel dates changed? Remember to adjust the duration of your insurance.

Your insurance must cover the entire duration of your trip. If you leave earlier or come back later than planned, contact your travel agency to adjust the duration of your coverage.

Important: In some cases, you need to get authorization from the Assistance Centre to change your insurance. For example, if you have any claims in progress.

4. YOUR INSURANCE APPLIES WORLDWIDE

Your insurance applies worldwide.

However, exclusions may apply if the Government of Canada issues an advisory against travel to a certain region or country.

5. SUMMARY OF COVERAGES

RENTAL VEHICLE DAMAGE

If a *rental vehicle* is damaged during your trip, we'll take care of:

1. Defending your interests if you are taken to court.
2. Claims made for the damaged vehicle, including if it was stolen.
3. Certain expenses you may be required to pay, like towing fees.

Warning: This insurance covers your *rental vehicle* only. It does not cover material or bodily damages that you may cause to other people on the road. Before leaving, make sure you have a motor vehicle liability insurance, that it covers you at your destination and that the insurance amount is enough.

Requirements to qualify for this coverage

- ✓ You rent the vehicle from an accredited rental agency
- ✓ The vehicle is in your custody at the time of damage or theft
- ✓ If the rental agency asked you to inspect the vehicle and record any existing damage before accepting the vehicle, you must keep a copy of that document

Maximum rental period: 45 days

This coverage applies during your trip, for a maximum of 45 days.

Maximum coverage: \$60,000

We pay you up to an aggregate maximum of \$60,000 CDN for all covered expenses combined and for the entire duration of the insurance.

Covered expenses

Below is an overview of covered expenses and applicable limits. We pay these expenses at reasonable and customary amounts. For a full list, see the sample policy.

BENEFITS FOLLOWING DAMAGE TO THE RENTAL VEHICLE OR ITS LOSS

Investigation, negotiation and settlement	100%
Defence of your interests in civil court in the case of a lawsuit	100%
Payment of legal fees, interest incurred since the ruling (only for the portion of the ruling covered by the insurance)	100%

EXPENSES RELATED TO THE LOST OR DAMAGED RENTAL VEHICLE

Accidental material damages to the vehicle or loss of the vehicle	100%
Towing, general average and recovery expenses	100%
Fire department expenses and customs duties	100%
Reasonable expenses for loss of use of the vehicle	100%

Warning – You must not remove any evidence of the loss or damage to the *rental vehicle*

without our authorization. Do not make any repairs to the vehicle, unless emergency repairs are required to prevent additional damage.

Exclusions for Rental Vehicle Damage

Below is an overview of the main exclusions that may apply. For more information, see the sample policy.

EXPENSES NOT COVERED BY THIS INSURANCE

The following expenses are not covered by this policy:

- ✘ Expenses related to the loss of the *rental vehicle's* contents
- ✘ Expenses that the rental agency or its insurers are responsible for
- ✘ Expenses that another insurer must pay you

DAMAGE OR LOSS THAT DOES NOT RESULT FROM REGULAR VEHICLE USAGE

We do not cover damages to the vehicle or its loss when you or any other person:

- ✘ Drive or use it while under the influence of drugs or alcohol
- ✘ Participate in a speed challenge or race
- ✘ Transport passengers for a fee
- ✘ Do commercial deliveries
- ✘ Transport illegal or contraband merchandise
- ✘ Drive it or use it in any way that violates the rental contract

DAMAGE OR LOSS THAT DOES NOT RESULT FROM AN ACCIDENT

We do not cover damages or loss that are not accidental:

- ✘ Damages caused by a breakage, mechanical failure or gradual deterioration of the vehicle (such as, rust, corrosion, ice) or a defect of the vehicle
- ✘ Damages caused by a dishonest act on your part
- ✘ Damages caused by a lack of maintenance or an abusive use of the vehicle
- ✘ Damage caused by radioactive contamination, an *act of war* or an *act of terrorism*

6. COST OF INSURANCE

The cost of insurance is in your *Confirmation*.

7. HOW TO MAKE A CLAIM

Your claim is processed by our partner, Active Care Management (ACM).

You can use the TravelAid™ mobile app to make a claim. You can also write to us at the following address:

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

30 DAYS TO MAKE YOUR CLAIM

You must send us your claim within 30 days of an event.

We can accept claims up to 12 months after the event if you can't submit your claim sooner. For example, if you are in a coma and no one can make the claim for you.

Supporting receipts and documents



CLAIM FORM

To obtain a form, contact the Assistance Centre, download the TravelAid™ mobile app, or go online to Active Care Management (ACM) assistance services.



PROOF OF EVENT

For example, your medical records or a medical certificate, or a police report.



ORIGINAL BILLS AND RECEIPTS

For example, your transportation tickets or accommodation receipts, or receipts for medical expenses

We pay within 30 days if your claim is approved

We notify you of our decision within 30 days after receiving your claim and all supporting documents. If we decline your claim, we explain our reasons to you in writing.

YOUR LEGAL RIGHTS IF YOU DISAGREE WITH OUR DECISION

1. You can ask us to reconsider your claim

We will reconsider your claim if you provide us with additional arguments, information, or documentation. You can contact Customer Service, then Customer Service management and, if you are still not satisfied, the Manulife Ombuds Office. For more information:

www.manulife.ca/for-you/contact-us/feedback-or-complaint.html

2. You can contact the OmbudService for Life & Health Insurance

The OmbudService for Life & Health Insurance is an independent organization that helps people who want to file a complaint about their insurance coverage. For more information: www.olhi.ca

3. You can contact the Autorité des marchés financiers

The Autorité des marchés financiers reviews your file and can help us find a solution together, such as offering dispute resolution services. For more information: lautorite.qc.ca/en/general-public/assistance-complaints-and-compensation/

4. You can appeal our decision in court

If you decide to appeal our decision in court, you need to appeal within the 3-year time frame prescribed by the Civil Code (prescription period). We recommend that you seek legal advice for information on your rights and the appeal process.

8. YOUR RIGHT TO TERMINATE INSURANCE

Within 10 days after purchasing your insurance: full refund

We refund you the insurance premium in full if you meet the following conditions:

- ✓ You cancel your insurance no later than 10 days after signing the Application for insurance.
- ✓ You cancel your insurance before the departure date shown in your *Confirmation*.
- ✓ You do not have any claims in progress

YOU MUST CANCEL YOUR INSURANCE IN WRITING WITH YOUR TRAVEL AGENCY

You can use the *Notice of cancellation of an insurance contract* at the end of this guide (Appendix I). Your travel booking and any other contract you enter with your travel agency remains in effect. You may lose certain discounts or benefits that you were entitled to because you purchased this insurance.

YOU MUST APPLY TO YOUR TRAVEL AGENCY IN WRITING FOR YOUR REFUND

You can use the *Notice of cancellation of an insurance contract* included at the end of this guide (Appendix I).

No refund in other cases

You can terminate your policy at any time, but you will not be entitled to a refund in other cases.

9. SIMILAR INSURANCE PRODUCTS AVAILABLE ON THE MARKET

Manulife offers a comprehensive range of travel insurance coverages. Keep in mind, though, that other travel insurance products are available on the market.

Other products may contain travel insurance coverage like that offered by Manulife. Remember to check if you already have some of these coverages.

10. CONTACT US

Manulife
Affinity Markets
250 Bloor Street East
Toronto, ON M4W 1E5

Telephone: 1-866-298-2722
Fax: 1-800-510-3362
Email: manulifeglobal@manulife.com
Website: <http://manulife.ca>

11. CONTACT THE AUTORITÉ DES MARCHÉS FINANCIERS

The Autorité des marchés financiers can provide you with information about your insurer's or your insurance distributor's obligations. To contact the Autorité des marchés financiers:

Autorité des marchés financiers
Place de la Cité, Cominar Tower
2640 boulevard Laurier, Suite 400
Québec City, QC G1V 5C1

Quebec City: 418-525-0337
Montreal: 514-395-0337
Elsewhere in Quebec: 1-877-525-0337
Fax: 418-525-9512
Website: <https://lautorite.qc.ca>

12. DEFINITIONS

Act(s) of terrorism

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

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.

Confirmation

Your *Confirmation* refers to several documents:

- the application for insurance,
- any other documents confirming your insurance coverage once you have paid the required premium,
- where applicable, the medical questionnaire, and
- your travel arrangements, including tickets and receipts issued by a *travel supplier* or for accommodation.

Departure point

The place where you depart from on your trip and where you plan to return.

Injury

Sudden bodily harm that is caused by external and purely accidental means, and independent of any *sickness* or disease.

Medical condition

- *Injury*
- *Illness*, disease or symptom
- Complication of pregnancy within the first 31 weeks of pregnancy.

Province

Your province or territory of residence.

Rental vehicle (vehicle rental)

A private passenger automobile, mini- van, mobile home, camper truck that you use during your trip and rent, under a written contract, from a commercial rental agency licensed under the laws of its jurisdiction.

WARNING: The following are excluded from the definition of rental vehicle: truck, 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.

Sickness

Illness, disease, disorder, or any related symptom.

Travel services

Transportation, sleeping accommodation, or other service provided or arranged by a *travel supplier* for your use.

WARNING: *Travel services* do not include taxes or insurance.

Travel supplier

A tour operator, travel wholesaler, airline, cruise line, ground transport provider, travel accommodation provider, or provider of other services to you that is:

- contracted to provide *travel services* to you, AND
- licensed, registered or otherwise legally authorized in location of the *travel supplier* to operate and provide the *travel services* as shown on your *Confirmation*.

APPENDIX 1: NOTICE OF CANCELLATION OF AN INSURANCE CONTRACT (TO TERMINATE THE INSURANCE)

THE ACT RESPECTING THE DISTRIBUTION OF FINANCIAL PRODUCTS AND SERVICES GIVES YOU IMPORTANT RIGHTS.

- The Act allows you to cancel an insurance contract you have just signed when signing another contract, without penalty, within 10 days of its signature. To do so, you must give the insurer notice by registered mail within that delay. You may use the attached model for this purpose.
- Despite the cancellation of the insurance contract, the first contract entered will remain in force.

Warning: It is possible that you may lose advantageous conditions because of this insurance contract; contact your distributor or consult your contract.

- After the expiry of the 10-day delay, you may cancel the insurance at any time; however, penalties may apply.

For more information, contact the Autorité des marchés financiers at: 418-525-0337 (Quebec City), 514-395-0337 (Montreal), or 1-877-525-0337 (toll-free).

NOTICE OF CANCELLATION OF AN INSURANCE CONTRACT ¹

You should send this notice by registered mail.

To Manulife
Affinity Markets
250 Bloor Street East
Toronto, ON M4W 1E5

Name and address of
Insurer or Insurers

DATE _____ Date notice sent

Pursuant to section 441 of the Act respecting the distribution of financial products and services, I hereby cancel:

INSURANCE CONTRACT NO. _____ Contract number, if indicated

ENTERED ON _____ Date of signature of contract

AT _____ Place of signature of contract

NAME OF CLIENT _____

SIGNATURE _____

¹ Notice given by distributor, s. 440 of the *Act respecting the distribution of financial products and services* Sections 439 to 443 of the Act appear in this notice and have been reproduced on the following page.

Sections of the Act respecting the distribution of financial products and services

439. A distributor may not subordinate the making of a contract to the making of an insurance contract with the insurer specified by the distributor.

The distributor may not exercise undue pressure on the client or use fraudulent tactics to induce the client to purchase a financial product or service.

440. A distributor that, at the time a contract is made, causes the client to make an insurance contract must give the client a notice, drafted in the manner prescribed by regulation of the Authority, stating that the client may rescind the insurance contract within 10 days of signing it.

441. A client may rescind an insurance contract made at the same time as another contract, within 10 days of signing it, by sending notice by registered or certified mail.

Where such an insurance contract is rescinded, the first contract retains all its effect.

442. No contract may contain provisions allowing its amendment in the event of rescission or cancellation by the client of an insurance contract made at the same time.

However, a contract may provide that the rescission or cancellation of the insurance contract will entail for the remainder of the term, the loss of the favourable conditions extended because more than one contract was made at the same time.

443. A distributor that offers financing for the purchase of goods or services and that requires the debtor to subscribe for insurance to guarantee the reimbursement of the loan must give the debtor a notice, drawn up in the manner prescribed by regulation of the Authority, stating that the debtor may subscribe for insurance with the insurer and representative of the debtor's choice provided that the insurance is considered satisfactory by the creditor, who may not refuse it without reasonable grounds. The distributor may not subordinate the making of the contract of credit to the making of an insurance contract with the insurer specified by the distributor.

No contract of credit may stipulate that it is made subject to the condition that the insurance contract subscribed with such an insurer remain in force until the expiry of the term, or subject to the condition that the expiry of such an insurance contract will entail forfeiture of term or the reduction of the debtor's rights.

The rights of the debtor under the contract of credit shall not be forfeited when the debtor rescinds, cancels or withdraws from the insurance contract, provided that the debtor has subscribed for insurance with another insurer that is considered satisfactory by the creditor, who may not refuse it without reasonable grounds.