

ACADEMIC COUNCIL REPORT

SESSION:

Public
Non-Public

ACTION REQUESTED:

Decision
Discussion/Direction
Information

TO: Academic Council

DATE: November 26, 2019

FROM: Sehrish Saedi, Policy and Compliance Advisor

SUBJECT: Written Policy Instrument Consultation Opportunity

ACADEMIC COUNCIL MANDATE:

- Under the Policy Framework, Policy Owners must consult with Academic Council before presenting draft policy instruments to the approval authority for approval.
- We submit this report to inform you of the opportunity to review draft policy instruments and provide written comments before they are presented to the relevant Approval Authority.

POLICY INSTRUMENT(S) AVAILABLE FOR CONSULTATION:

- Renting Automobiles for University Business Directive

HOW TO COMMENT:

- Academic Council members can provide written comments by email to policy@uoit.ca. Comments will be shared with the relevant Policy Owner for consideration.
- The comment period will be open until 3:00 pm on December 3, 2019.

NEXT STEPS:

- Academic Council members can provide written comments by email to policy@uoit.ca.
- A summary of comments on each instrument will be provided to the relevant deliberative body and approval authority. A full list of consultation and approval for each instrument is attached.

SUPPORTING REFERENCE MATERIALS:

- Renting Automobiles for University Business Directive



Classification Number	LCG1116.XX
Parent Policy	University Risk Management Policy
Framework Category	Legal, Governance, Compliance
Approving Authority	President
Policy Owner	University Secretary and General Counsel
Approval Date	
Review Date	
Supersedes	

RENTING AUTOMOBILES FOR UNIVERSITY BUSINESS DIRECTIVE

PURPOSE

1. The purpose of these Directives is to provide a process to minimize Risk and liability exposure to the University and protect Authorized Drivers from incurring an uninsured loss.

DEFINITIONS

2. For the purposes of these Directives the following definitions apply:

“Authorized Driver” means a driver who has been added to the University’s automobile policy by the approved risk management process, or

- Given the authority to rent a University Rental Automobile to conduct University business by means of the Business Travel Form for students or established travel approvals for staff and faculty via Expenses Procedures.

“Authorized Passenger” means persons who are on campus at the University’s request. For example, for potential employment at the University, to provide contracted services, or for participation in a University event or program. Other examples of authorized passengers include University members participating in approved field trips, off campus events, visiting faculty/staff, visiting artists or speakers, government representatives, members of visiting athletic teams, or community organizations. All other passengers are prohibited from traveling in University Automobiles.

“Collision Damage Waiver” or “Loss Damage Waiver” (CDW/LDW): coverage offered for purchase by a rental facility to waive or limit the renter’s responsibility for loss or damage to the rental automobile, subject to limitations.

“Non-Owned Insurance Policy” covers claims for bodily injury or property damage to third parties arising out of the use of automobiles not owned by the University. This policy applies to short-term rented automobiles (less than 30 days), provided the University’s name is on the agreement and the automobile is being used for University sanctioned business.

“Personal Accident Insurance (PAI)” coverage offered for purchase by a rental facility for accidental medical costs, accidental death, and emergency care during your rental trip, subject to limitations.

“Personal Effects Coverage (PEC)” coverage offered for purchase by the rental facility for personal effects of the renter lost or damaged, subject to limitations.

“Unauthorized Driver” means a person who is not authorized to drive a University Automobile. This includes the following but not limited to:

- Drivers which:
 - Do not have their full ‘G’ License;
 - Do not have a valid driver’s license;
 - Their license is currently suspended;
 - Are on medication or have a condition that prohibits them from driving;
 - Has had their personal auto insurance suspended or canceled by their insurer;
 - Have two (2) or more convictions/infractions on their Drivers Abstract within the last three (3) years;
 - Do not meet the definition of Authorized Driver.
- Employee’s or student’s spouses, partner, children, or other family members, friends, neighbours;
- members of the general public;
- any University members who have not completed the new drivers reporting to risk management, or are not listed on the rental contract, or are drivers without authorization to rent in the name of the University.

“Unauthorized Use” means use of the automobile which engages in activities not aligned with the University policies, Highway Traffic Act, and University Automobile Policy.

“University Member” means any individual who is:

- Employed by the University;
- Registered as a student, in accordance with the academic regulations of the University;
- Holding an appointment with the University, including paid, unpaid and/or honorific appointments; and/or
- Otherwise subject to University policies by virtue of the requirements of a specific policy (e.g. Booking and Use of University Space) and/or the terms of an agreement or contract.

“University Rental Automobile” means authorized non-owned automobiles rented less than 30 days, in the name of the University to conduct University business.

SCOPE AND AUTHORITY

3. This Policy applies to any person who is:
 - Employed by the University;
 - Registered as a student, in accordance with the academic regulations of the University; or
 - Holding an appointment with the University, including paid, unpaid and/or honorific appointments; or
 - Authorized to operate University Automobiles for the purpose of conducting University business, and meets the following criteria:
 - a) At least 21 years old;
 - b) Has an appropriate and valid Canadian driver's license for the automobile being driven;
 - c) Has reasonable experience driving the type of automobile being used;
 - d) Could reasonably be expected to operate the automobile in a safe and prudent manner;
 - e) Meets the University Driving Policy requirements.
4. These Directives apply to Rental Automobiles used for the purposes of conducting University business.
5. These Directives apply to University Rental Automobiles rented less than 30 days. For rentals that extend beyond 30 consecutive days, please contact Risk Management.
6. These Directives include automobiles rented in Canada, the United States, and abroad.
 - 6.1. Countries excluded under the University's Non-Owned Insurance Policy for rented automobiles are noted as follows: Afghanistan, Bangladesh, Central African Republic, Democratic Republic of the Congo, Guam, Haiti, Iran, Iraq, Ivory Coast, Libya, Nigeria, Saipan, Sudan, and Yemen. Arrangements should be made for other means of transportation.
7. The University Secretary, or successor thereof, is responsible for overseeing the implementation, administration and interpretation of these Directives.

DIRECTIVE

8. Authorized Drivers must adhere to the following requirements to minimize personal liability when renting a University Rental Automobile:
 - a) The automobile rental is rented from a commercial or car rental agency;
 - b) The automobile rental is limited to 30 days or less;

- c) The rental contract must clearly show University of Ontario, Institute of Technology as the “renter”;
- d) Additional Authorized Drivers must be named on the agreement;
- e) When renting an automobile outside Canada and the United States, Third Party Liability Insurance coverage offered by the rental company must be purchased where available;
- f) Observe all conditions and clauses outlined in the automobile rental agreement, such as but not limited to:
 - Only authorized drivers named in the agreement may drive the automobile;
 - Primary drivers must drive the automobile the majority of the time;
 - The automobile must not be taken off public roads;
 - The automobile must always be kept locked;
 - Do not continue to drive an automobile which has become damaged;
- g) Authorized Drivers employed by the University that subscribe to the University’s group benefits may refrain from purchasing Personal Accident Insurance (PAI);
- h) In the event of an accident:
 - Contact the local police
 - Contact the car rental agency to report the loss
 - Contact the University’s Risk Management
 - Contact BMO (corporate credit card usage only)
 - Take all reasonable steps to prevent further damage to the automobile
 - Collect and secure all contact details related to third parties, witnesses, and accident information
 - Assume no obligation for payment, or liability

8.2. Provisions for Renting an Automobile Using a University Corporate Credit Card

- a) Observe all conditions, limitations, and exclusions set out in the BMO Business Travel Protection Agreement Certificate of Insurance, such as but not limited to:
 - The rental cost must be charged to the corporate credit card;
 - The Authorized Driver cannot rent more than one automobile at a time during the rental period;

- The rental automobile must have suggested Manufacturers Retail Price (MSRP) of \$65,000 or less;
 - The Cardholder must be listed on the rental agreement as the primary driver. Additional Authorized Drivers will also be insured if they have a corporate travel card.
 - The rental automobile must be considered a private passenger automobile, and excludes vehicles such as but not limited to vans (except as defined below), trucks, campers, trailers, off-road vehicles, mopeds, motorcycles, exotic vehicles, antiques, recreational, leased vehicles;
 - Vans are included provided that they are for private passenger use with seating for no more than eight (8) occupants including the driver; and
 - Do not exceed a ¾ ton rating, and
 - Are not designed for recreational use such as, but not limited to, camping, operation on roads not maintained by a federal, provincial, state or local authority and, is designed and manufactured for off-road use;
 - Collision Damage Waiver or Loss Damage Waiver (CDW/LDW) must be waived;
- b)** Personal Effects Coverage (PEC) may be waived.

8.3. Provisions for Renting an Automobile Without a Corporate Credit Card

- a)** Collision Damage Waiver (CDW) must be purchased.
- b)** Personal Effects Coverage (PEC) may be purchased.

MONITORING AND REVIEW

- 9.** These Directives will be reviewed as necessary and at least every three years. The Risk Management Committee is responsible to monitor and review these Directives.

RELEVANT LEGISLATION

Highway Traffic Act

Public Highways Act

Motor Vehicle Safety Act

Motor Vehicle Transport Act

Transportation of Goods Act

Off Road Vehicle Act

Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1

RELATED POLICIES, PROCEDURES & DOCUMENTS

10. Alcohol Policy

Risk Management Policy

Records Management Policy

Student International Travel Policy

Expense Policy and Procedure

BMO Business Travel Protection Agreement Certificate of Insurance

Business Travel Form