

MEMORANDUM

TO: Academic Council

DATE: November 14, 2025

FROM: Niall O'Halloran, Manager, Policy & Privacy

SUBJECT: Written Consultation Opportunity: Proposed Amendments to the Renting Automobiles for University Business Directive

In accordance with the Policy Framework, we are seeking your written comments on the draft amendments to the Renting Automobiles for University Business Directive (attached) on behalf of the Policy Owner, the Vice-President, Administration.

BACKGROUND:

The Renting Automobiles for University Business Directive provides a process to minimize Risk and liability exposure to the University and protect Authorized Drivers from incurring an uninsured loss.

Due to changes in the University's World-wide Non-Owned Automobile Liability Insurance Policy, the following additional countries are excluded from coverage: Belarus, Burkina Faso, Cuba, Israel, Macedonia, Myanmar (Burma), Pakistan. Arrangements should be made for other means of transportation.

CONSULTATION:

Mandatory consultation steps are being completed.

COMPLIANCE WITH POLICY/LEGISLATION:

- N/A

NEXT STEPS:

- Written comments can be sent to policy@ontariotechu.ca until December 9. Please identify yourself as a member of Academic Council in your message.

SUPPORTING MATERIALS:

- Renting Automobiles for University Business Directive Amendment (draft – Tracked Changes)



Classification Number	LCG 1151.01
Parent Policy	Use of University Automobile Driving Policy
Framework Category	Legal, Compliance and Governance
Approving Authority	President
Policy Owner	Vice-President, Administration
Approval Date	December 19, 2022 DRAFT FOR CONSULTATION
Review Date	December 2025
Supersedes	December 19, 2022

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 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 Employees via Expenses Procedures. They are also individuals who:

- Have an appropriate and valid Canadian driver's license for the automobile being driven;
- Have a valid driver's license that is not expired or suspended;
- Minimum of 3 years of verifiable North American driving experience for the type of automobile being used;
- Can reasonably be expected to operate the automobile in a safe and prudent manner;
- Meet all requirements in this Directive and the Use of University Automobile Driving Policy;
- Are University Members;
- Have met the age requirement of 21 years old;
- Have a full 'G' License;
- Are not on medication or have a condition that prohibits them from driving; and
- Do not have two (2) or more convictions/infractions on their Drivers Abstract within the last three (3) years

“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) means 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 Automobile Liability 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. They are drivers who:

- Are not University Members, including the spouse, partner, children, family member, friend or neighbour of an Authorized Driver or a member of the general public;
- Do not meet the definition of Authorized Driver or the requirements set out in section 4;
- Are not listed on the rental contract;
- Do not have authorization to rent in the name of the University;
- Have not completed the requirements in Section 8.4 of the Use of University Automobile Driving Policy; and/or
- Do not meet the criteria set out in Section 11 of the Use of University Automobile Driving Policy.

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

“University Member” means any individual who is:

- Employed by the University or holding an appointment with the University, including paid, unpaid and/or honorific appointments (**“Employee”**);
- Registered as a student, in accordance with the academic regulations of the University (**“Student”**); 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 Directive applies to all University Members, including those who wish to use a University Rental Vehicle.
4. This Directive applies to University Rental Automobiles used for the purposes of conducting University business.
5. This Directive applies to automobiles rented less than 30 days. For rentals that extend beyond 30 consecutive days, please contact Risk Management.
6. This Directive include automobiles rented in Canada, the United States, and abroad.
 - 6.1. Countries excluded under the University's World-wide Non-Owned Automobile Liability Insurance Policy for rented automobiles outside Canada and the US are noted as follows: Afghanistan, Bangladesh, Belarus, Burkina Faso, Cuba, Central African Republic, Democratic Republic of the Congo, Guam, Haiti, Iran, Iraq, Israel, Ivory Coast, Libya, Macedonia, Myanmar (Burma), Nigeria, Pakistan, Russia, Saipan, Sudan, Ukraine and Yemen. Arrangements should be made for other means of transportation.
7. The Chief Risk Officer, or successor thereof, is the Policy Owner and is responsible for overseeing the implementation, administration and interpretation of this Policy.

DIRECTIVE

8. Authorized Rental Drivers must adhere to the following requirements to minimize personal liability when renting a University Rental Automobile:
 - a) The automobile is rented from a commercial or car rental agency;
 - b) The automobile is limited to 30 days or less;
 - c) The rental contract must clearly show University of Ontario Institute of Technology or Ontario Tech University as the "renter";
 - d) Additional Authorized Rental 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; and
 - Do not continue to drive an automobile which has become damaged.

- g) Authorized Rental 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;
 - 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;
 - Take photos of the damage and incident scene;
 - Complete the University accident report within 24 hours of the incident, available online under University Risk Management website;
 - Contact the car rental agency to report the loss; and
 - Contact BMO (corporate credit card usage only).

8.1. 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 Rental Driver cannot rent more than one automobile at a time during the rental period;
 - The rental automobile must have suggested Manufacturer's 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 three quarter 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;

- b) Personal Effects Coverage (PEC) may be waived.

8.2. 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. This Directive will be reviewed as necessary and at least every three years. The Risk Management Committee is responsible to monitor and review this Directive.

RELEVANT LEGISLATION

- 10. 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

- 11. Use of University Automobile Driving Policy
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