

Manitoba Public Insurance Rental Vehicle Rates

1.01 Manitoba Public Insurance shall pay you the following applicable fees:

- (a) Preferred Rental Companies will rent replacement vehicles to those MPI Customers having first-party entitlement by virtue of the theft/attempted theft of their insured vehicles at a daily rate that does not exceed the legislated maximum of \$34.00 per day to an aggregate maximum of \$1,020.00 (inclusive of applicable taxes). Effective July 1, 2022 this rate shall increase to \$42.00 per day.
- (b) In the case of first party entitlement arising from the theft/attempted theft of an MPI Customer vehicle, the MPI Customer's entitlement to reimbursement is limited to expenses incurred during the period commencing 72 hours after the report of the loss. You must not waive this time period and must not absorb the Customer's costs in respect to this time period.
- (c) For Customers who carry first party extension loss of use coverage, you shall provide rental vehicles at a cost not to exceed \$39.02 per day to an aggregate maximum of \$1,170.60 for "Level 1" under the applicable legislation. Rates for "Level 2" Customers will not exceed \$68.00 per day to an aggregate maximum of \$2,040.00 (inclusive of applicable taxes). Effective July 1, 2022 the "Level 1" \$39.02 per day rate shall increase to \$42.00 per day.
- (d) You shall rent replacement vehicles to those MPI Customers having third party entitlement at a cost not to exceed \$42.00 (plus applicable taxes) per day. The class of vehicle that is rented to the Customer having third party entitlement must be comparable to or better than the class of vehicle that it is replacing, unless: (1) that class of vehicle is unavailable, in which case you must rent the closest class of vehicle available; or (2) the Customer expressly agrees to a different vehicle class.
- (e) The rates and limits mentioned in subsections (a) – (d) above shall cover the entire daily rate for the rental vehicle provided and no additional charges of any kind whatsoever will be charged to the MPI Customer for the rental of a replacement vehicle, subject to any exceptions set out in the Business Rules.
- (f) You shall at all times be free to identify vehicle licensing fees and airport access fees on their internal billing invoices for regulatory and reporting purposes. These fees will not be additional fees charged to Manitoba Public Insurance and will not increase your rate structure.
- (g) You cannot contract out of any valid Autopac insurance coverage on any vehicle by entering into a separate agreement between you and the Manitoba resident Customer. The Manitoba resident Customer will not be responsible for the cost of any damages to the vehicle in excess of the basic deductible where that damage falls within the scope of coverage under the Autopac plan. If the Customer chooses to reduce his/her liability lower than the basic deductible by way of a contractual agreement with you that cost will be borne by the Customer. You will explain this to the Customer to Manitoba Public Insurance's reasonable satisfaction.
- (h) Manitoba Public Insurance will not pay for a mileage charge on a rental account. 150 kilometres per day must be provided at no charge to the Customer. Should the Customer use the rental vehicle in excess of 150 kilometres per day, the cost will be borne by the Customer at a rate of 15 cents per excess kilometre.
- (i) Administration fees will not be considered or paid by Manitoba Public Insurance and must not be charged to the Customer.
- (j) The Manitoba resident Customer will not be responsible for the cost of any damages to the vehicle in excess of the basic deductible, where the damage falls

within scope of coverage under the Autopac plan. If the Customer chooses to reduce his/her liability lower than the basic deductible by way of contractual agreement with you, such cost will be borne by the Customer. You will explain this to the Customer to Manitoba Public Insurance's reasonable satisfaction.

- (k) You shall collect the GST from Customers who are GST registrants and shall not waive or otherwise offset any applicable taxes.

1.02 Rental Vehicle Companies must follow the rules summarized in the table below:

Fee Type	Notes	Rules for Charging Customer	Rules for Charging MPI
Excess Kilometres	Rental Vehicle Company must provide a minimum of 150 kilometres per day at no extra charge.	Allowed to charge customer 15 cents per excess kilometre. Must notify customer of excess kilometre fees at time of rental.	Not allowed to charge MPI for excess kilometres unless customer has ALE level 2 coverage. If customer has ALE level 2, Rental Vehicle Company is allowed to invoice MPI for the excess kilometres at the 15 cent/kilometre rate. The total amount invoiced to MPI must not exceed the ALE daily limit or policy maximum (currently \$68/day, to a maximum of \$2,040).*
Reduced deductible on rental vehicle	Manitoba resident customers will not be responsible for the cost of any damages to the vehicle in excess of the basic deductible where that damage falls within the scope of coverage of the Autopac plan. Rental Vehicle Company may charge customer if they choose to reduce their liability below the basic deductible by way of a contractual agreement. Rental Vehicle Company must not contract out of valid Autopac insurance coverage on any vehicle by entering into any separate agreement between them and the Manitoba resident customer.	Allowed to charge customers to reduce their liability lower than the basic deductible. Must advise customers that the sole benefit is the difference between the Basic \$750 and the reduced deductible. Must also advise customers that they are responsible for the additional charges.	Not allowed to charge MPI for deductible reduction unless customer has ALE level 2 coverage. If customer has ALE level 2, Rental Vehicle Company is allowed to invoice MPI for the reduced deductible. The total amount invoiced to MPI must not exceed the ALE daily limit or policy maximum (currently \$68/day, to a maximum of \$2,040).*
Personal Accident Insurance (PAI)	The only circumstance under which a charge may be levied to the customer with respect to personal accident insurance is where the	Allowed to charge customer if protection is over and above PIPP. Must advise customers that the benefit is over and above PIPP	Not allowed to charge MPI for excess coverage unless customer has ALE level 2 coverage. If customer has ALE level 2, Rental Vehicle Company is

Fee Type	Notes	Rules for Charging Customer	Rules for Charging MPI
	protection offered is in excess, or for any item not covered through, the universal MPI Personal Injury Protection Plan (PIPP).	coverage, and advise them that they will be responsible for the additional charges.	allowed to invoice MPI for the excess coverage. The total amount invoiced to MPI must not exceed the ALE daily limit or policy maximum (currently \$68/day, to a maximum of \$2,040).*
Fuel Charges	Cost of fuel used. Rental companies usually charge customer for either: A full tank at a fixed price, agreed to at time of rental pickup, or The cost to top up the tank upon return of rental plus an administrative fee	Allowed to charge customers, but must notify them of responsibility at time of rental.	Not allowed to invoice MPI for fuel charges.
Additional Driver Fee	Fee to allow drivers other than the renter to operate the rental vehicle.	Not allowed to charge customer for Additional Driver Fees.	Not allowed to charge MPI for Additional Driver fees.
Driver fees related to age	Fee to allow drivers above or below a particular age range (as defined by the Rental Vehicle Company) to operate the rental vehicle.	Not allowed to charge customer for fees related to driver age.	Not allowed to invoice MPI for fees related to driver age.
Drop-Off Fee	Fee for dropping off the rental vehicle at a different location than it was picked up at. Normally, this would only be applicable when the vehicle is rented in one jurisdiction and dropped off in another. This could occur where a Customer's vehicle is rendered undrivable as a result of a loss outside of Manitoba.	Rental Vehicle Company should contact MPI Loss of Use Coordinator prior to arranging a rental vehicle that will be dropped off in a different jurisdiction. Allowed to charge customers, but must notify them of responsibility for the fee at time of rental. Depending on circumstances, MPI may or may not consider reimbursing the customer for such costs.	Rental Vehicle Company should contact the MPI Loss of Use Coordinator prior to providing a rental vehicle that will be dropped off in another jurisdiction. Depending on circumstances, MPI may or may not consider reimbursing the customer for such costs. Not allowed to charge MPI through the web portal.
Admin or other fees	Rental Vehicle Company must not charge MPI or the customer for fees not listed above. This includes, but is not limited to: Vehicle licensing fee Energy recovery fee Policy coverage fee Airport access fees Administrative fees	Rental Vehicle Company is not allowed to charge customer for such administrative fees.	Allowed to identify Vehicle Licensing fees and airport access fees on internal billing invoices for regulatory and reporting purposes. These fees will not be additional fees charged to MPI and will not increase the MCTRA rate structure. MPI will not consider administrative fees.
Diminished Value	Diminished value is the concept that the fair market	Rental Vehicle Company cannot charge customer for any	Rental Vehicle Company is not allowed to invoice MPI for any

Fee Type	Notes	Rules for Charging Customer	Rules for Charging MPI
	value of a vehicle is reduced solely by being in a collision and subsequently repaired.	diminished value resulting from damage to the rental vehicle, notwithstanding anything to the contrary in the rental agreement.	diminished value to the rental vehicle.
Downtime	Downtime is where the rental vehicle is unable to be rented to customers due to undergoing repairs for damage resulting from a claim. The Rental Vehicle Company would need to establish that they lost a customer due to the downtime in order to qualify for reimbursement. Proof of the loss of customer would need to be satisfactory to MPI in its sole and unfettered discretion.	Rental Vehicle Company cannot charge customer for potential lost revenue due to vehicle downtime, notwithstanding anything to the contrary in the rental agreement.	If there is a valid rental vehicle insurance (RVI) policy issued by MPI, Rental Vehicle Company can contact MPI (Rental Vehicle Pod) to be reimbursed for downtime, provided they submit satisfactory proof that a customer was lost. Amount to be submitted is based on current agreed upon rates. An exception has also been made that if there is a valid RVI policy or if the collision is caused by an MPI-insured third party, the rental vehicle company can submit for downtime based on rules in Section 6.5.

1.03 Rental Vehicles Three Model Years Old, Or Less

If the damaged rental vehicle is three model years old or less, MPI will pay the Rental Vehicle Company one of the following rates:

- MPI-insured third party liable: \$42.00/day (plus tax)
- RVI policy: \$42/day (taxes included)

For vehicles outside of the documented classifications (e.g., large trucks, cube vans, etc.), you will contact the Rental Vehicle Pod Adjuster. A representative list of vehicles and their associated categories can be found on the MPI Partner website, and should be used as a reference guide. Provincial Sales Tax and the Goods and Services Tax are not applicable. These daily rates are representative of the fixed costs associated with the ownership of the vehicle, and are not the full daily rental rates normally paid by an individual renting a vehicle. In cases where a Down Time claim is advanced, MPI will base payment on the same daily rates and conditions.

1.04 Rental Vehicles More Than Three Years Old

If the damaged rental vehicle is more than three model years old, MPI will pay you \$25.00/day (plus tax). In cases where a downtime claim is advanced, MPI will base payment on the same daily rates and conditions.

- 1.05 If the Government of Manitoba makes any legislative or regulatory change which amends or has the effect of amending the rates, coverage levels and/or timelines described in this Agreement, then this Agreement shall automatically be deemed to be amended to reflect those legislative or regulatory changes.

1.06 Manitoba Public Insurance will:

- (a) recommend that each Customer with a loss of use entitlement rent a replacement vehicle from a Preferred Rental Company;
- (b) with the consent of the Customer, pay you directly;
- (c) generate one consolidated payment to you once per week, which will be accompanied by a breakdown by claim;
- (d) pay all rental accounts that conform to this Agreement in accordance with the Agreement;
- (e) coordinate and expedite all rental claims through MPI's Claims Processing Unit at its Service Centre located at 15 Barnes Street, in Winnipeg, Manitoba, or such other location(s) as determined in Manitoba Public Insurance's sole discretion;
- (f) provide payment to you in accordance with the maximum amounts referred in this Rental Vehicle Rate Card;
- (g) where a Preferred Rental Company makes a claim for loss of use of one of its own rental vehicles (referred to as claims for "**Down Time**" or "**standby**"), pay the claim only for Down Time where a collision was caused by an MPI-insured third party or there is a valid MPI-issued RVI policy. Down Time claims will be paid on a "percentage of liability" basis to the degree the third party is at fault. For example, if liability is resolved at 50/50, only 50% of the agreed Down Time claim would be paid. MPI is not responsible for Down Time in cases where the liable third party is not insured by MPI (e.g. an out-of-province motorist). If you want to pursue Down Time with a third-party insurer, you may do so on your own. Non-collision claims are not eligible for an MPI Down Time payment. However, where a rental vehicle is stolen, you may claim for the actual expenses incurred under your Autopac Basic loss of use coverage. Expenses are subject to a 72 hour waiting period; and
- (h) adjust claims for damage to your vehicles where MPI Customers have purchased rental car insurance policies, according to the Business Rules and section 1.07 below.

1.07 Duplicate Invoices Due to Overlapping Date Ranges:

MPI will regularly audit invoices to ensure that you have not double-billed MPI for overlapping rental dates. "Overlapping rental dates" means a rental date overlap of more than one day for the same rental vehicle on different claims for different Customers. For example, a rental vehicle company bills MPI for plate ABC123 on two separate claims for different customers with the following rental dates:

- Customer A: Rental Dates = January 1 to January 10
- Customer B: Rental Dates = January 9 to January 15

Where MPI records show that you have billed MPI for overlapping dates, MPI will forward the applicable information to you. You will review your records and provide MPI with an explanation for the overlap within thirty (30) days of being notified of the discrepancy. If the overlap cannot be resolved to MPI's satisfaction, you will reimburse MPI for the number of overlapping dates multiplied by the applicable daily rate.

1.08 Out of Scope Services:

Where a particular service is not addressed by this rate schedule Manitoba Public Insurance may either (i) negotiate the fees to be charged for such services on a case-by-case basis with you, or (ii) set the fees that will be charged for such services on a case-by-case basis.