

AMERICAN EXPRESS® AEROPLAN®*

CORPORATE RESERVE CARD

TERMS AND CONDITIONS

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SECTION 1: CHANGES TO IMPORTANT SECTIONS OF YOUR CARDMEMBER AGREEMENT

SECTION 1.1: SECTIONS THAT HAVE BEEN REPLACED IN YOUR CARDMEMBER AGREEMENT

Effective November 6, 2020 the “Recurring Charges”, “The Card Remains Our Property” and “Special Aeroplan Provisions” sections of your Cardmember Agreement have been replaced with the following:

RECURRING CHARGES

You may provide authorization to a provider of goods or services (a “merchant”) to bill charges on a recurring or pre-approved basis to your card (“Recurring Charges”). To request that a merchant stop Recurring Charges you must have the right to do so by law or under your arrangement with the merchant and you must notify the merchant in writing. If there is a dispute between you and the merchant as to your right to terminate the Recurring Charge you must pay us anyway and settle the dispute directly with the merchant.

If a replacement or new card (a “replacement card”) has been issued to you (because, for example, your card has been lost, stolen, damaged, cancelled, expired or switched to a different card type) depending upon the system used and manner of submission of charges by the merchant, the Recurring Charges may (but will not always) be applied to your replacement card. We may, but are not required to, provide merchants with updated information about your card account, which may include providing updates to your card number and expiry date, providing a token (to enhance security for charges to your account) and informing the merchant if your account is cancelled. Information may be updated before you receive your renewal card. Contact us about your choices. You agree that we have the right to apply Recurring Charges to a replacement card without giving you notice and you agree to be responsible for any such Recurring Charges. In order to ensure there is no disruption in Recurring Charges, it is your responsibility to contact the merchant and provide the updated information.

THE CARD REMAINS OUR PROPERTY

The Aeroplan Corporate Card remains our property and we can revoke your right to use it or require you to return it to us at any time. We can do this with or without cause and without giving you notice. If we have revoked the Aeroplan Corporate Card without cause, we will refund a pro-rata portion of your annual fee to the Company. We may list revoked Aeroplan Corporate Cards in our “Cancellation Bulletin”, or otherwise inform establishments honouring the Aeroplan Corporate Card that the Aeroplan Corporate Card issued to you is no longer valid.

If you or we revoke the Aeroplan Corporate Card or it expires, or if the Company's account is cancelled for any reason, you must cut the Aeroplan Corporate Card in half and return it to us. Also, if an establishment which honours the Aeroplan Corporate Card asks you to surrender an invalid, expired or revoked Aeroplan Corporate Card for return to us, you must do so.

You may not use the Aeroplan Corporate Card after it has expired or been revoked, after the Company's account has been cancelled or after this Agreement has been terminated.

SPECIAL AEROPLAN PROVISIONS

The Aeroplan program is operated by Aeroplan Inc. (Aeroplan), is subject to separate terms and conditions from Aeroplan and Aeroplan is solely responsible for the Aeroplan program. We do not operate the Aeroplan program and we do not redeem Aeroplan points. Please ensure that you review our enclosed terms and conditions regarding earning Aeroplan points through purchases charged to your Aeroplan Corporate Card and earning Annual Worldwide Companion Passes, Status Qualification Boosts and Maple Leaf Lounge™ One-Time Guest Passes.

The use by Aeroplan and Air Canada® of Information (as defined below) in accordance with their privacy policies is not our responsibility. For details of how Aeroplan and Air Canada collect, use or disclose your Information and your privacy choices please see the "Aeroplan Program Inquiries and Terms and Aeroplan and Air Canada Privacy Policies" section below.

SECTION 1.2: SECTIONS THAT HAVE BEEN ADDED TO YOUR CARDMEMBER AGREEMENT

Effective November 6, 2020 the following sections have been added to your Cardmember Agreement: "Earning Aeroplan Points, Annual Worldwide Companion Pass, Status Qualification Boosts and Maple Leaf Lounge™ One-Time Guest Passes through the use of your American Express® Aeroplan® Corporate Card and American Express® Aeroplan® Corporate Reserve Card" and "American Express® Cardmember Service".

Earning Aeroplan Points, Annual Worldwide Companion Pass, Status Qualification Boosts and Maple Leaf Lounge™ One-Time Guest Passes through the use of your American Express® Aeroplan® Corporate Card and American Express® Aeroplan® Corporate Reserve Card

The following terms and conditions govern how Aeroplan points (*Aeroplan points*) are earned in the Aeroplan program (the *Aeroplan program*), managed by Aeroplan Inc. (*Aeroplan*), may be earned through purchases charged to your American Express® Aeroplan® Corporate Card or American Express® Aeroplan® Corporate Reserve Card issued by Amex Bank of Canada (*we, us or our*).

The Aeroplan program is subject to separate terms and conditions (*Aeroplan program terms*) from Aeroplan. These terms and conditions are in addition to the Aeroplan program terms. For Aeroplan program terms and conditions see "Aeroplan Program Inquiries, Terms and Conditions and Aeroplan and Air Canada Privacy Policies" section above.

If you are an existing cardmember, this version of the terms and conditions may contain amendments and revisions. These terms and conditions contain a limitation of liability clause which limits our responsibility and liability. Please refer to the "Limitation of Liability" section of these terms and conditions.

WORDS YOU WILL WANT TO KNOW

In these terms and conditions:

"Aeroplan Account" means your Aeroplan program account with Aeroplan for your points.

"Aeroplan Number" means the account number associated with your Aeroplan account.

"agreement" means the American Express Aeroplan Corporate Card or the American Express Aeroplan Corporate Reserve Card cardmember agreement.

"benefits" means the applicable Aeroplan benefits included with your American Express® Aeroplan® Corporate Card or the American Express® Aeroplan®

Corporate Reserve Card that are provided by Air Canada.

“card account” means the American Express® Aeroplan®* Corporate Card or the American Express® Aeroplan®* Corporate Reserve Card from American Express.

“cash equivalent transaction” means using your card account to obtain or forward cash or something that is easily converted into cash. Examples include: purchases of foreign currency, gift cards (purchasing and reloading), traveller’s cheques, money orders, bank drafts, casino gaming chips, wire transfers and all similar transactions. It also includes balance transfers, cash advances, person to person payments, and the use of credit card cheques and other similar devices or offerings, whether offered by us or through a third party. All these transaction examples may not be available for all cards.

“earn rate” means the number of Aeroplan points you can earn for each Canadian dollar of purchases made on your card.

“including” means including without limitation.

“net purchases” means purchases minus any credits, returns and other adjustments.

“purchases (or purchase)” means all goods or services charged to your card account except for items submitted to us or recognized by our systems as being purchases of or charges for travellers cheques or foreign currencies, balance transfers, Amex cheques, funds advances, interest, annual fees and/or other fees or charges.

Words and terms that are defined in the agreement are used with the same meaning in these terms and conditions.

ELIGIBILITY AND ENROLLMENT

To participate, cardmembers must be individuals who reside in Canada. Corporations, partnerships and other entities are not eligible to participate. Eligible cardmembers must be enrolled with Aeroplan in the Aeroplan program in order to participate.

We may disqualify any person from participating or terminate any person’s participation in earning Aeroplan points and other benefits through a card account at any time with or without a reason and without giving you notice including if you are in default under the agreement.

We are entitled to rely upon and use any Aeroplan number that you provide to us. However, a number that you provide may be validated by Aeroplan including that it is a valid number or matches the cardmember’s name.

We are also entitled to rely upon and use any Aeroplan number that is provided to us by Aeroplan as your Aeroplan number regardless of any number that you have previously provided to us.

To be eligible to earn your Aeroplan points or use your benefits, your Aeroplan number must be linked to your card account. Your name and Aeroplan number must be included on the eligible Air Canada reservation and both must be identical to the name and Aeroplan number associated with your Aeroplan account to use your benefits.

ABOUT EARNING AEROPLAN POINTS

How Many Aeroplan Points you can Earn for your Purchases

Participating cardmembers must qualify monthly to earn Aeroplan points. Subject to these terms and conditions and the Aeroplan program terms, your card account must be in good standing in order to qualify to earn Aeroplan points.

Aeroplan points are earned subject to these terms and conditions and the Aeroplan program terms. Subject to these terms and conditions, Aeroplan points are calculated on purchases posted to your card account at the applicable earn rates as calculated using the methods described in these terms and conditions. You will earn Aeroplan points on all eligible transactions. Eligible transactions are purchases made using your Card, except for the transactions described in the section below called “When you will not earn Aeroplan points, Annual Worldwide Companion Pass, Status Qualification Boost and Maple Leaf Lounge One-Time Guest Passes”.

When you will not earn Aeroplan Points, Annual Worldwide Companion Pass, Status Qualification Boost and Maple Leaf Lounge One-Time Guest Passes

Unless otherwise stated, you will not earn Aeroplan points, Annual Worldwide Companion Pass, Status Qualification Boost and Maple Leaf Lounge One-Time Guest Passes for the following:

- interest
- card fees
- cash equivalent transactions, whether or not they appear as purchases on your monthly statement
- balance transfers and credit card cheques, if available on your card account
- program enrollment fees, as applicable
- cash advances
- purchasing foreign currency
- Aeroplan points, Annual Worldwide Companion Pass, Status Qualification Boost or Maple Leaf Lounge One-Time Guest Passes earned in any way that breach or that are not intended to be earned by these Terms and Conditions or any other terms you are subject to
- any other transaction we tell you is excluded from earning Aeroplan points
- charges processed, billed or prepaid to your card prior to your enrolment in the Aeroplan program

You agree that you are not entitled to earn Aeroplan points, Annual Worldwide Companion Pass, Status Qualification Boosts or Maple Leaf Lounge One-Time Guest Passes for transactions in any of the categories listed above. If we award Aeroplan points, Annual Worldwide Companion Pass, Status Qualification Boosts or Maple Leaf Lounge One-Time Guest Passes for a transaction in one of these listed categories, we will be entitled to deduct them from your Aeroplan account or revoke the Annual Worldwide Companion Pass, Status Qualification Boosts or Maple Leaf Lounge One-Time Guest Passes. If you receive Aeroplan points or benefits in error and then take steps to repeat the transaction type we may, at our discretion, consider that to be abuse related to the Aeroplan program. If you applied for multiple cards to earn Aeroplan points or other benefits, if you cancelled or downgraded your card after acquiring it, or if you cancelled or returned purchases you made to earn Aeroplan points, we may, at our discretion, consider that to be abuse related to the Aeroplan program and other benefits.

Earn Rates

Your earn rate will depend on which Card you have. Subject to these terms and conditions the effective earn rate for every \$1 in purchases is as follows:

For American Express® Aeroplan® Corporate Card

- 0.5 Aeroplan point for every \$1 of purchases charged to your Card

For American Express® Aeroplan® Corporate Reserve Card

- 1 Aeroplan point for every \$1 of purchases charged to your Card

How We Calculate Aeroplan Points Earned

To calculate how many Aeroplan points you earn, we multiply the Canadian dollar value of each eligible transaction by the earn rate. If the result includes a fraction of an Aeroplan point, we round up or down to the nearest whole Aeroplan point. A fraction of one Aeroplan point is rounded up from and including .50 Aeroplan points and rounded down if it is less than .50 Aeroplan point. Therefore, we will disregard and not accumulate a fraction of one Aeroplan point that is less than .50 Aeroplan points.

Returns, Credits and Adjustments

If you choose to return a purchase or are otherwise entitled to a credit or adjustment that is related to a purchase, your entitlement to Aeroplan points will be reduced accordingly. We will multiply the Canadian dollar amount of the applicable return, credit or adjustment by the earn in rate in effect at the time of the return, credit or adjustment, and round the amount up or down on the same basis as when Aeroplan points are earned. This means the Aeroplan points deducted from your balance may be different from the amount originally earned. For example, if you make a purchase for \$1000 at an earn rate of 0.5 point/\$1, you will have originally earned 500 Aeroplan points. If you return the purchase when a bonus earn rate of 1

point/\$1 is in force, the amount of Aeroplan points deducted will be 1,000. Where purchases are made in a foreign currency and subsequently returned, fluctuations in the exchange rate could also result in a difference between the Aeroplan points deducted and that which was originally earned. Depending on your Aeroplan points balance at the time of the return, credit or adjustment, the amount deducted could result in you having a negative Aeroplan points balance. You would then have to earn Aeroplan points if you wanted to bring your Aeroplan points balance to zero.

Below are examples of the amount of Aeroplan points earned on several transaction types for the American Express® Aeroplan®* Corporate Reserve Card

Transaction #1:

\$100 purchase x 1 = 100 Aeroplan points;

Transaction #2:

\$9.48 purchase x 1 = 9.48 (rounded down to 9 Aeroplan points);

Transaction #3:

\$19.98 purchase x 1 = 19.98 (rounded up to 20 Aeroplan points);

Transaction #4:

\$750 for a cash equivalent transaction: not considered a “purchase”, so no Aeroplan points earned

Monthly Aeroplan Points Earned:

$100 + 9 + 20 = 129$ Aeroplan points

Below are examples of the amount of Aeroplan points earned on several transaction types for the American Express® Aeroplan®* Corporate Card:

Transaction #1:

\$100 purchase x 0.5 = 50 Aeroplan points;

Transaction #2:

\$9.48 purchase x 0.5 = 4.74 (rounded up to 5 Aeroplan points);

Transaction #3:

\$32.10 purchase x 0.5 = 16.05 (rounded down to 16 Aeroplan points);

Transaction #4:

\$750 for a cash equivalent transaction: not considered a “purchase”, so no Aeroplan points earned

Monthly Aeroplan Points Earned:

$50 + 5 + 16 = 71$ Aeroplan points

Aeroplan Points Optional Upgrade Program for American Express Aeroplan Corporate Cardmembers:

You are not automatically enrolled in the Aeroplan Points Optional Upgrade Program and must choose to participate and pay the applicable annual fee in order to enrol in and remain in the Aeroplan Points Optional Upgrade Program. The annual upgrade fee (plus applicable taxes) will be billed on your account on your Aeroplan Points Optional Upgrade Program Enrolment Date and thereafter automatically each year on your Aeroplan Points Optional Upgrade Program Anniversary Date. The annual fee is subject to change and is fully earned upon enrolment in the program and therefore is non-refundable. If you join or leave the Aeroplan Points Optional Upgrade Program, starting as early as the billing period prior to the billing period in which the change is made, the new applicable Earn Rates will apply to the purchases, returns or credits posted in the applicable billing period whether posted before or after the date on which the change occurs. Subject to the terms and conditions, if you choose to participate and pay the applicable annual fee to enrol in and remain in the Card Aeroplan Points Optional Upgrade Program, effective as of your Aeroplan Points Optional Upgrade Program Enrolment Date, your base Earn Rate will be increased to 1 Aeroplan point for every \$1.00 in purchases and will be calculated in the same manner as set out above (see Base Earn Rate Calculation above). The Aeroplan Points Optional Upgrade Program does not apply to the American Express Aeroplan Corporate Reserve Card.

AIR CANADA TRAVEL BENEFITS

ANNUAL WORLDWIDE COMPANION PASS

The Annual Worldwide Companion Pass is a benefit provided by Air Canada and can be earned by the following card product: American Express® Aeroplan® Corporate Reserve Card.

How we Calculate Annual Worldwide Companion Passes Earned

The Annual Worldwide Companion Pass earned on your card account entitles you to buy a companion ticket for a fixed base fare starting from \$99 to \$599 (plus applicable taxes, fees, charges and surcharges). The base fare may change from time to time.

Air transportation services on Air Canada are subject to Air Canada's General Conditions of Carriage & Tariffs (www.aircanada.com/conditionsofcarriage) in effect at the time of booking.

Your card account "anniversary date" will be the annual reset date (the reset date) for earning the Annual Worldwide Companion Pass. The reset date will be shown on the monthly statement for your card account. Subject to these terms and conditions, you can earn the Annual Worldwide Companion Pass as follows:

- if you reach an annual net purchases threshold of \$25,000 (less any returns, credits and adjustments) prior to the reset date, you will receive an Annual Worldwide Companion Pass, and
- Annual Worldwide Companion Pass may take up to 8 to 10 weeks after your reset date each year to be available in your Aeroplan account for redemption at time of purchase and it must be used within one year after being made available or it will expire.

A particular purchase must have a transaction date that is prior to the reset date and must be posted to your account in order to be considered in the calculation of the net purchases threshold.

On each reset date, the calculation of the annual net purchases threshold ends, resets to zero, and you must qualify again in the new annual period to receive the Annual Worldwide Companion Pass. Purchases transacted on the reset date will be included in the calculation of net purchases for the next annual period and not the previous annual period.

Cardmembers are eligible to receive only one Annual Worldwide Companion Pass in a given 12 month period prior to the reset date. If your card account is cancelled, any Annual Worldwide Companion Pass starting at the base fare detailed above will be forfeited.

The Annual Worldwide Companion Pass entitles a companion to accompany the cardmember starting at the base fare detailed above, when the cardmember books a published economy fare on a flight operated by Air Canada, Air Canada Rouge or under the Air Canada Express brand.

Air Canada is responsible for providing the Annual Worldwide Companion Pass starting at the base fare detailed above.

Companion will be responsible to pay the companion's base fare and all applicable taxes, fees, charges and surcharges.

Returns, Credits and Adjustments

In the case of returns or adjustments that reduce the amount of net purchases below a previously achieved threshold for which an award was not previously awarded,

- (i) You will not be eligible to earn additional Annual Worldwide Companion Passes for reaching the annual net purchases threshold previously reached, and
- (ii) the Annual Worldwide Companion Pass will be forfeited if we decide to do so.

STATUS QUALIFICATION BOOST

Aeroplan Elite™ Status is a benefit provided by Air Canada and is available upon achievement of a Status Qualification Boost. Status Qualification Boosts are

available for the following card products: American Express Aeroplan Corporate Reserve Card and American Express Aeroplan Corporate Card.

All Aeroplan Elite Status terms, conditions and restrictions apply and can be reviewed at www.aircanada.com/elite-termsandconditions.

How we Calculate Status Qualification Boosts Earned

The net purchases threshold required for earning Status Qualification Boosts depends on which card product you have. Subject to these terms and conditions, you can earn 1,000 Status Qualifying Miles (SQM) and 1 Status Qualifying Segment (SQS) when you reach the following threshold:

| Card Type | Benefit Rules |
|--|--|
| American Express Aeroplan Corporate Card | Receive (1,000 SQM + 1 SQS) per \$10,000 in net purchases charged to the card |
| American Express Aeroplan Corporate Reserve Card | Receive (1,000 SQM + 1 SQS) per \$5,000 in net purchases charged to the card |

Subject to these terms and conditions, if you reach the net purchases threshold for your card product as outlined above, you will receive 1,000 SQM and 1 SQS. Purchases must be posted to your card account in order to be included in the calculation of the net purchases threshold. For each net purchases threshold reached, the calculation of the net purchases threshold ends, resets to zero and you must qualify again to earn another 1,000 SQM and 1 SQS. After being earned, it may take up to or greater than 3 days after your statement date for the Status Qualification Boost to be received in your Aeroplan account and appear on your statement and for you to be eligible to receive this benefit from Air Canada. Status Qualification Boost may appear on your statement as "Earned 1,000 SQM+1SQS."

Air Canada is responsible for providing Status Qualification Boosts.

Returns, Credits and Adjustments

In the case of returns, credits or adjustments that reduce the amount of net purchases below a previously achieved threshold for which SQM and SQS was not previously awarded, you may not earn the SQM and SQS, but if you were awarded SQM and SQS, the amount deducted could result in you having negative net purchases and you will have to make purchases if you wanted to bring your net purchases to zero before earning towards your next SQM and SQS.

MAPLE LEAF LOUNGE ONE-TIME GUEST PASSES

The Maple Leaf Lounge One-Time Guest Passes (a guest pass) is a benefit provided by Air Canada and can be earned by the following card product: American Express® Aeroplan® Corporate Card.

All guest pass terms, conditions and restrictions apply and can be reviewed at www.aircanada.com/lounges-termsandconditions.

How we Calculate Maple Leaf Lounge One-Time Guest Passes Earned

We will set a guest pass annual reset date (the reset date) for your card account which will be shown on the monthly statement for your card account. The reset date can also be referred to as "anniversary date". Subject to these terms and conditions, you can earn up to **four** guest passes in an annual period as follows:

- you will receive **one** guest pass for every \$10,000 in net purchases charged to your card prior to the reset date,
- purchases must be posted to your card account in order to be included in the calculation of the net purchases threshold. For each net purchases threshold reached, the calculation of the net purchases threshold ends, resets to zero and you must meet the requirements again to earn another guest pass, and
- the guest pass will be made available in your Aeroplan account up to 45 days after your reset date for redemption and the guest pass must be used within one year after being made available or the guest pass will expire.

On each reset date, the calculation of the net purchases threshold ends, resets to zero, and you must meet the requirements again in the new annual period. Purchases transacted on the reset date will be included in the calculation of net purchases for the next annual period and not the previous annual period. Unused guest passes will automatically be cancelled on the date the card is closed, or if the card is changed to a different product. Cardmembers are eligible to receive only four guest passes in a given 12-month period prior to the reset date.

Air Canada is responsible for providing the Maple Leaf Lounge One-Time Guest Passes.

Returns or Adjustments

In the case of returns or adjustments that reduce the amount of net purchases below a previously achieved threshold for which an award was not previously awarded,

- (i) You will not be eligible to earn additional guest passes for reaching the net purchases threshold previously reached; and,
- (ii) An awarded guest pass will be forfeited if we decide to do so.

GENERAL

Aeroplan points will only be issued to the cardmember and will be recorded on the cardmember's Aeroplan points summary. Information about Aeroplan points earned in respect of a card account will be provided only to or with the permission of the cardmember.

Promotions

We may but are not obligated to offer special promotions or additional opportunities to earn Aeroplan points at an earn rate and on the terms and conditions as we may determine from time to time.

Cancelling, Reversing or Deducting Points and Benefits

Aeroplan points not properly issued may be cancelled or reserved. If you are considered to be in default under the cardmember agreement, if there is reason to believe that you caused or allowed a breach of the conditions of use of the Aeroplan Corporate Card or a breach of the Aeroplan program terms or these terms and conditions, or for any other reason. Aeroplan points may (i) not be issued, (ii) cancelled if not already issued, (iii) deducted if previously issued to you. Benefits not properly issued may also be revoked including the Annual Worldwide Companion Pass, Status Qualification Boost or Maple Leaf Lounge One-Time Guest Passes.

Except as otherwise provided in these terms and conditions, Aeroplan points that were not issued because your card account was not in good standing will not subsequently be issued if your card account returns to good standing.

Aeroplan points may be deducted in an amount equal to any Aeroplan points earned by you in respect of a billing period for which you were delinquent.

Changes We Can Make

We may assign the enrollment date and change the anniversary date without notice to you. Transactions made prior to the end of a billing period or an annual period may not result in Aeroplan points being credited to or deducted from your Aeroplan points summary until the next billing period or annual period, even if these transactions have already been posted to the card account billing statement.

We may create other earn rates, membership categories, benefits and offers from time to time and to change, withdraw or terminate any earn rates, membership categories, benefits and offers. If Aeroplan permits, we reserve the right to deduct Aeroplan points that have already been issued and recorded in your Aeroplan account with Aeroplan.

STATEMENTS

Your Aeroplan points summary provides a statement of the total Aeroplan points credited and deducted during the period covered by your Aeroplan points summary. This is not necessarily the same period as your billing statement.

Aeroplan points cannot be redeemed and an Annual Worldwide Companion Pass, Status Qualification Boost or Maple Leaf Lounge One-Time Guest Passes will not be made available until the Aeroplan points are issued and recorded in your Aeroplan account by Aeroplan or benefit eligibility is received by Aeroplan. Subject to our right to cancel Aeroplan points, records maintained by us or on our behalf in respect of Aeroplan points, Annual Worldwide Companion Pass, Status Qualification Boost or Maple Leaf Lounge One-Time Guest Passes earned through purchases will be conclusive except for manifest error.

All discrepancies regarding Aeroplan points, Annual Worldwide Companion Pass, Status Qualification Boost or Maple Leaf Lounge One-Time Guest Passes must be brought to our attention within 30 days of the closing date shown on the Aeroplan points summary for which adjustment is sought. All questions or disputes regarding eligibility of a card account or eligibility of any transactions for Aeroplan points or other benefits will be resolved by us and this is our decision alone.

TRANSFER OF AEROPLAN POINTS

Aeroplan points do not constitute property of the cardmember and cannot be assigned, traded, willed, transferred from cardmember to cardmember, or from card account to card account or otherwise transferred other than with our consent or with the consent of Aeroplan, which consent may be withheld by us or Aeroplan. Before Aeroplan points are issued and recorded in your Aeroplan program account by Aeroplan, our consent is required. After Aeroplan points are issued and recorded in your Aeroplan program account by Aeroplan, the consent of Aeroplan is required.

TAXES AND FEES

We are not responsible for any tax implications that may be associated with your participation in the Aeroplan program, including your earning and redeeming Aeroplan points.

Additional fees and other charges apply or may be imposed in respect of the Aeroplan program, the redemption of Aeroplan points and goods and services supplied or requested in connection with the Aeroplan program. All such fees and other charges from time to time are solely your responsibility.

LIMITATION OF LIABILITY

We do not operate the Aeroplan program or the benefits provided by Aeroplan or Air Canada and we do not redeem Aeroplan points. Aeroplan and Air Canada will not be treated as our agents for any purpose. The Aeroplan program and the benefits are subject to terms, conditions, exclusions, limitations and fees. The Aeroplan program and the benefits may be changed or terminated at any time, for any reason, with or without notice. It is your responsibility to keep up to date on the terms and conditions and all other particulars of the Aeroplan program and the benefits.

We are not responsible whatsoever for the Aeroplan program or the benefits or any obligation in connection with it or its operation including,

- (i) non-receipt of instructions to enroll a cardmember into the Aeroplan program or the benefits, for whatever reason,
- (ii) delay in completing enrollment of a cardmember in the Aeroplan program or the benefits, for whatever reason,
- (iii) unauthorized redemption of Aeroplan points,
- (iv) failure or delay by Aeroplan, Air Canada or any other person to redeem Aeroplan points or to provide any goods and services (including any travel services or benefits), for whatever reason,
- (v) loss or damage caused by goods and services supplied or requested in connection with the Aeroplan program, the benefits or by Air Canada,
- (vi) any changes to the Aeroplan program or the benefits with or without notice including terms and the addition or removal of Aeroplan program partners and suppliers of goods and services,
- (vii) termination of the Aeroplan program or the benefits, with or without notice, for whatever reason, and
- (viii) expiry of or revocation of your Aeroplan points or your participation in the Aeroplan program or the benefits, with or without notice, for whatever reason.

You agree not to make any claims against us for any matter connected in any way with the Aeroplan program, Aeroplan points, the benefits or the goods and services of Aeroplan or Canada.

Aeroplan points have no monetary value whatsoever and cannot under any circumstances form the basis of a monetary claim against us. You acknowledge and agree that you do not have any rights or claims against us (or any of our affiliates) in respect of the Aeroplan program or Aeroplan points, the benefits or the goods or services redeemed for using Aeroplan points or good or services of Air Canada.

To the extent permitted by applicable law and subject to any provisions in these terms and conditions which limit our liability, we will not be liable to you or any third party for any incidental, indirect, consequential, special, punitive or exemplary damages of any kind whatsoever whether in contract, tort, strict liability, products liability or otherwise, including, lost revenues, loss of profits or loss or interruption of business.

In no event will we be liable to you for any delay, disruption or failure to perform due to causes beyond our reasonable and foreseeable control, including, any acts of nature or the elements; flood, fire, epidemic, pandemic or explosion; war, hostilities, terrorism or other unrest; governmental or regulatory actions; embargoes or blockades; emergencies; commercial disturbances; any act or omission of a third party; or other similar events beyond our control.

This provision will survive termination of your participation in the Aeroplan program.

CHANGES

We may change any provision or section of this agreement at any time, including, provisions relating to Definitions, Words You Will Want to Know, Eligibility and Enrollment, About Earning Aeroplan Points, How Many Aeroplan Points you can Earn for your Purchases, When you will not Earn Aeroplan Points, Annual Worldwide Companion Pass, Status Qualification Boost and Maple Leaf Lounge One-Time Guest Passes, Earn Rates, How We Calculate Aeroplan Points Earned, Returns, Credits and Adjustments, Aeroplan Points Optional Upgrade Program for American Express Aeroplan Corporate Cardmembers, Air Canada Travel Benefits, Annual Worldwide Companion Pass, How we Calculate Annual Worldwide Companion Passes Earned, Status Qualification Boost, How we Calculate Status Qualification Boosts Earned, Maple Leaf Lounge One-Time Guest Passes, and How we Calculate Maple Leaf Lounge One-Time Guest Passes Earned.

We reserve the right to change the earn rates, calculation of points, and participating card accounts.

We may add or eliminate additional earn rates or eligible card accounts or we may offer other cardmembers a different earn rate or a different calculation of points.

We will inform you in accordance with the “Communicating With You” section of this agreement of any changes to the terms unless notice is not required by law. Certain changes can be made without notice in accordance with this agreement, the information box and disclosure statement and applicable law.

Continued use of your account will be deemed acceptance by you of all changes.

AMERICAN EXPRESS® CARDMEMBER SERVICE

For card account inquiries, lost or stolen cards, or general information, call 24 hours a day:

Telephone Numbers

For American Express® Aeroplan® Corporate Card:

From anywhere in Canada/U.S.

1-800-716-6661

1-866-549-6426 (TTY/TDD)

From outside of Canada/U.S. (please call collect)

(905) 474-8400

For American Express® Aeroplan® Corporate Reserve Card:

From anywhere in Canada/U.S.

1-800-755-2639

1-866-549-6426 (TTY/TDD)

From outside of Canada/U.S. (please call collect)

(905) 474-8400

Address

Amex Bank of Canada

P.O. Box 3204, Station F

Toronto, Ontario M1W 3W7

Visit our website at www.americanexpress.ca for more information.

SECTION 2: AIR CANADA TRAVEL BENEFITS

Effective November 8, 2020, the following benefits provided by Air Canada and Aeroplan will be available on your American Express® Aeroplan® Corporate Reserve Card subject to these terms and conditions:

Free First Checked Bag

The Cardmember, and up to eight (8) other passengers traveling on the same reservation (up to a maximum of 9 travellers), are each entitled to a free first checked bag up to 23kg/50lb. Benefit only applies when checking in with Air Canada, for a flight operated by Air Canada, Air Canada Rouge or under the Air Canada Express brand. Benefit is not available if check-in is with another airline. If the first checked bag is already complimentary (for example, as a result of Aeroplan Elite Status or fare purchased), there is no additional checked bag benefit that will be provided. Free first checked bag benefit may not be applied retroactively, and no refunds will be issued. Service charges for additional/oversized/overweight baggage may apply. For more information on baggage restrictions, please visit www.aircanada.com/baggage.

Status Qualification Boost

For every \$5,000 in eligible purchases (less any returns, credits and adjustments) charged to the card and posted to the card account, Cardmembers will earn 1,000 Status Qualifying Miles (SQM) and 1 Status Qualifying Segment (SQS) which will be deposited in their Aeroplan member account and appear on the next card account billing statement. Please allow at least three (3) days after your account billing statement for the SQM and SQS to be added to your Aeroplan account. SQM and SQS are not redeemable towards Aeroplan rewards and only count toward Aeroplan Elite Status qualification. SQM do not count towards Million Mile Status. Cardmembers may earn unlimited bonus SQM and SQS during an Aeroplan Elite Status qualification period. In the case of returns, credits or adjustments that reduce the amount of net purchases below a previously achieved threshold for which SQM and SQS was not previously awarded, you may not earn the SQM and SQS, but if you were awarded SQM and SQS, the amount deducted could result in you having negative net purchases and you will have to make purchases if you wanted to bring your net purchases to zero before earning towards your next SQM and SQS. All Aeroplan Elite Status conditions apply and can be reviewed at www.aircanada.com/elite-termsandconditions.

Preferred Pricing

From time to time, eligible Aeroplan Cardmembers can get access to preferred pricing, which means they can book flight rewards for even fewer points. The number of points required to book a flight reward is determined by several factors, including, but not limited to, holding an eligible Aeroplan credit card, along with other rules as determined by Aeroplan in its sole discretion.

Priority Airport Services

The Cardmember, and up to eight (8) other passengers traveling on the same reservation (up to a maximum of nine (9) travellers), are each entitled to Priority Check-in (where available), Zone 2 Priority Boarding and Priority Baggage Handling. Benefits only apply when checking in with Air Canada, for a flight operated by Air Canada, Air Canada Rouge or under the Air Canada Express brand.

Benefit is not available if check-in is with another airline. To access this benefit, the Cardmember may be required to show their qualifying card to the Air Canada agent.

Priority Same Day Airport Standby and Upgrades

The Cardmember, and up to eight (8) other passengers traveling on the same reservation (up to a maximum of nine (9) travellers), are each entitled to Priority Airport Standby, and a higher priority for upgrade requests to a premium cabin. Priority airport standby and upgrade clearance are available on day of travel when travelling on a fare that allows for airport standby or upgrades, and upon satisfying applicable condition(s), such as payment of fees or use of upgrade instrument(s), such as eUpgrade credits. Benefit only applies for flights operated by Air Canada, Air Canada Rouge, or under the Air Canada Express brand. Priority on standby and upgrade lists is determined by several factors, including, but not limited to, holding Aeroplan Elite Status, an eligible Aeroplan credit card, and other rules as determined by Air Canada in its sole discretion and as may be changed by Air Canada from time to time. See www.aircanada.com/elite-termsandconditions for applicable Aeroplan Elite Status and eUpgrade conditions.

Complimentary Maple Leaf Lounge Access

The Cardmember is entitled to complimentary access to any Maple Leaf Lounge located in Canada and the United States, including International Maple Leaf Lounges in Canada and the United States when travelling on an international itinerary. Access excludes Air Canada Signature Suites and lounges operated by third parties, such as Star Alliance member airlines. Guests of the Cardmembers may enter upon paying an applicable fee. Access will be granted in conjunction with a same-day, confirmed ticket on a flight marketed or operated by Air Canada, Air Canada Rouge, under the Air Canada Express brand, or any Star Alliance member airline. Anyone under the age of majority entering a Maple Leaf Lounge must be accompanied by an adult with access to the lounge. Age of majority is determined by the jurisdiction in which the Maple Leaf Lounge is located. Benefit may only be used as described, and otherwise cannot be transferred. Access is subject to space availability. See www.aircanada.com/lounges-termsandconditions for applicable Maple Leaf Lounges Terms and Conditions.

Rollover of Status Qualifying Miles

The Cardmembers who also hold Aeroplan Elite Status will be able to roll over up to a maximum of 200,000 Status Qualifying Miles (SQM) from the prior qualification year to the next qualification year. This benefit applies when the member qualified for Aeroplan Elite Status by earning the required SQM or Status Qualifying Segments (SQS), as well as the required Status Qualifying Dollars (SQD), in the prior qualification year. If the member has been granted complimentary status, as determined by Air Canada, that is higher than the status they would have earned via their Status Qualifying balances, the rollover amount will be based on the status they would have earned otherwise (if any), and not the granted status. SQM rolled over from the previous qualifying year will apply towards status qualification for the following qualifying year. Rollover SQM will be deposited directly into the member's Aeroplan account no later than March 30 of any given year, provided the member earned at least Aeroplan 25K Status based on their Status Qualifying balances from the prior qualifying year. Rollover does not apply to SQS or SQD. In the event the card is changed to a different product or the account is closed, regardless of reason for closure, any SQM rolled over as a result of this benefit will be removed from the Aeroplan account, and any status earned as a result of these rolled over SQM may also be rescinded. SQM do not count towards Million Mile Status and are not redeemable towards Aeroplan rewards. Where a Cardmember is eligible to roll over SQM under another Aeroplan credit card, the total cumulative roll over of all SQM towards Aeroplan Elite Status cannot exceed the maximum of 200,000 SQM. All Aeroplan Elite Status conditions apply and can be reviewed at www.aircanada.com/elite-termsandconditions.

Rollover of eUpgrade Credits

The Cardmembers who also hold Aeroplan Elite Status will be able to roll over up to a maximum of 50 eUpgrade credits received in the prior status year to the next status year. eUpgrade credits issued on a promotional basis, as well as those already rolled over from a previous benefit year, are not eligible for this

benefit. Rollover eUpgrade credits will be deposited directly into the member's Aeroplan account no later than March 30 of any given year, provided the member holds Aeroplan Elite Status at that time, and held Aeroplan Elite Status in the previous benefit year. If the card is changed to a different product or the account is closed, regardless of reason for closure, any unused, rolled over eUpgrade credits will be forfeited and removed from the member's eUpgrade account. Where a Cardmember is eligible to roll over eUpgrade credits under another Aeroplan credit card, the total cumulative roll over of all eUpgrade credits cannot exceed the maximum of 50 eUpgrade credits. All eUpgrade conditions apply and can be reviewed at www.aircanada.com/eupgrade-termsandconditions.

Annual Worldwide Companion Pass

Cardmembers will receive one (1) Annual Worldwide Companion Pass after spending more than \$25,000 on net purchases (less any returns, credits and adjustments) posted to the Cardmember's card account in the 12 months prior to their Card anniversary date. The pass will be deposited into the Aeroplan account 8-10 weeks after the Card anniversary date. On each Card anniversary date, the calculation of the annual net purchases resets to zero and Cardmembers must qualify again in the new annual period. Purchases transacted or posted on the Card anniversary date will be included in the calculation of net purchases for the next annual period and not the previous annual period. The pass entitles a companion to accompany the Cardmember upon the purchase of a fixed base fare (plus taxes, fees, charges and surcharges), when the Cardmember books a published economy fare on a flight marketed and operated by Air Canada, Air Canada Rouge or under the Air Canada Express brand. Valid against the purchase of one round-trip fixed base fare (plus taxes, fees, charges and surcharges) for a companion when travelling on the same itinerary and booked at the same time as the Cardmember. Passes are valid for 12 months from the date issued. The pass is valid towards a new booking only, and not valid on existing reservations. Bookings must be made directly with Air Canada, via aircanada.com, the Air Canada Mobile App, or through the Air Canada call center ("Air Canada Reservations"). Maximum of one companion pass may be used per booking. If one-way travel is booked, the full base fare will be charged, the pass will be deemed fully used and the return portion of travel will be forfeited. Total pricing varies based on itinerary booked. Cardmembers may use the pass only once on their choice of travel: (i) within Canada and continental US (excluding Hawaii) for \$99 CAD base fare (ii) to/from Hawaii, Mexico, Central America, and the Caribbean for \$299 CAD base fare, (iii) to/from South America, Europe, Middle East, and Africa for \$499 CAD base fare, and (iv) to/from Asia, Australia, and New Zealand for \$599 CAD base fare. In addition to the purchase of a fixed base fare, the companion will be responsible to pay all applicable taxes, fees, charges and surcharges that apply above the companion's base fare. All travel must originate or terminate in Canada or the United States. Valid for travel at any time with no blackout periods. Also valid against the purchase of fares on sale. The companion will be booked into the same fare brand as the Cardmember and will receive all applicable benefits and services associated with that fare brand. The pass may not be used against the purchase of premium cabin fares, or in conjunction with Aeroplan flight rewards, Flight Pass, group travel bookings, Air Canada Vacations bookings, or any other discounts or promotion codes. The pass must be redeemed at the time of purchase, and if multiple companion passes are available in association with the same Aeroplan number, the pass that would expire first will be used. Booking must be made before the pass expiry date, but travel may occur after the pass expiry date subject to flight schedule availability at the time of booking. Pass may only be used as described, cannot be transferred and has no monetary or exchange value. Changes or cancellations are allowed according to the fare rules of the fare purchased. Changes and cancellations must be made at the same time for both the Cardmember and the companion, and failure to do so may result in the companion pass being forfeited. If during a change or cancellation the pass is reinstated in the Cardmember's Aeroplan account, the original expiry date will take effect and the pass may then be considered expired. In the event of a change or cancellation, travelers are required to pay all applicable fees based on the fare type purchased for each ticket, plus the difference in fare, if applicable, and all taxes, fees, charges and surcharges that apply above the base fare. The Cardmember's account must be and remain active (not cancelled) and in good standing in order to receive and retain the reward. Companions who are members of Aeroplan or other partner frequent flyer programs are eligible to accumulate points

and/or miles for the ticket issued in exchange for the companion pass according to conditions of the fare brand purchased. Aeroplan Elite Status benefits and upgrades are applicable if the traveler holds appropriate status and the fare purchased allows. Air Canada reserves the right to apply additional fees for bookings made via Air Canada Reservations. Unused passes will automatically be cancelled on the date the card account is cancelled, regardless of reason for cancellation, or if the card account is changed to a different product. Air transportation services on Air Canada are subject to Air Canada's General Conditions of Carriage & Tariffs (www.aircanada.com/conditionsofcarriage) at the time of booking.

SECTION 3: AMERICAN EXPRESS BENEFITS

Effective November 8th, 2020, the following benefits provided by American Express will be available on your American Express® Aeroplan® Corporate Reserve Card subject to these terms and conditions:

Toronto Pearson International Airport Benefits

Access to Pearson Priority Security Lane

American Express Corporate Cardmembers with a valid Aeroplan Corporate Reserve Card are entitled to access the Pearson Priority Lanes ('Priority Lane') during peak airport operating hours. The Priority Lanes are serviced by the Greater Toronto Airport Authority. Priority Lanes are located at select departure areas at Toronto's Pearson International Airport in Terminal 1 & 3. Access to a Pearson Priority Lane is available to eligible Cardmembers and companions travelling on the same itinerary upon the presentation of a valid, unexpired eligible Card. The name on the Card must match the name on the boarding pass. All passengers departing Pearson International Airport, including those accessing the Priority Lane are required to comply with airport security and customs screening requirements. Priority Lane access is subject to change or cancellation at any time and additional terms and conditions apply.

Complimentary Valet Service

Toronto Pearson Valet Service – American Express Aeroplan Corporate Reserve Cardmembers must charge the parking fee to their American Express Aeroplan Corporate Reserve Card for the associated \$25 Valet fee to be waived. Waived fee applies only to Toronto Pearson Airport Valet Services in Terminal 1 and 3. For more information on Valet Service visit torontopearson.com.

15% Discount on Parking Rates

Toronto Pearson 15% Parking Discount – 15% discount off the cost of parking (including taxes) will be provided as a credit to your eligible American Express Aeroplan Corporate Reserve Card statement. The parking lot is subject to availability. Discount available at Express Park in Terminal 1 and Daily Park in Terminals 1 & 3. 15% Discount cannot be used when reserving parking on Greater Toronto Airport Authority's (GTAA) Parking Reservation system or in conjunction with any other offers or discounts offered by GTAA. For more information on parking lots visit torontopearson.com.

15% Discount on Car Care Services

Toronto Pearson Discounted Car Care - Car Care services must be charged to your eligible American Express Aeroplan Corporate Reserve Card. 15% discount off cost of Car Care services (including taxes) will be provided as a statement credit. Only Canadian American Express® Cards are eligible for the Car Care services. Subject to availability. Access to the Car Care services is available in Terminal 1 on level 5 of the Daily Park garage. For more information on parking lots visit torontopearson.com.

SECTION 4: INSURANCE

Effective November 6th, 2020, 15-Day Our of Province/Country Emergency Medical Insurance and Trip Cancellation & Trip Interruption Insurance will be added to your Card. Full details of the coverages as well as the Certificates of Insurance are below.

Please retain this notice with your original Certificate of Insurance for future reference. You may wish to carry this information with you when you travel.

15-DAY OUT OF PROVINCE/COUNTRY EMERGENCY MEDICAL INSURANCE

Effective date of this Certificate: November 6, 2020.

INTRODUCTION

Out of Province/Country *Emergency Medical* insurance for AMEX Cardmembers and insured persons.

Amex Bank of Canada has been issued group insurance policy PSI047257741 by Royal & Sun Alliance Insurance Company of Canada (the “Insurer”) to cover *emergency* medical expenses incurred by *you* while outside *your* Canadian province or territory of residence. This Certificate of Insurance summarizes the provisions of the group insurance policy applicable to *your* AMEX *Card* for Out of Province/ Country *Emergency Medical* Insurance coverage.

IMPORTANT NOTICE – PLEASE READ CAREFULLY

- Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that *you* read and understand *your* insurance before *you* travel as *your* coverage may be subject to certain limitations or exclusions.
- A pre-existing exclusion applies to *medical conditions* and/or symptoms that existed prior to *your trip*. Check to see how this applies in *your* policy and how it relates to *your* departure date, date of purchase, or *effective date*.
- In the event of an accident, injury or sickness, *your* prior medical history may be reviewed when a claim is reported.
- *Your* insurance provides travel assistance. *You* are required to notify Global Excel Management Inc. prior to *emergency* treatment. *Your* insurance limits benefits should *you* not contact Global Excel Management Inc. immediately.
- Coverage is only available if *you* are a resident of Canada.
- This Certificate contains clauses which may limit the amounts payable.
- The policy contains a provision removing or restricting the right of the group person insured to designate persons to whom or for whose benefit insurance money is to be payable.

All *italicized* terms have the specific meaning explained in the “Definitions” section of this Certificate of Insurance.

WHAT TO DO IN A MEDICAL EMERGENCY?

If you have a medical *emergency*, *you* must call Global Excel Management Inc. (Global Excel) **before *you* receive *emergency services***. Of course, if *your medical condition* prevents *you* from calling, *we* understand – however, *you* must call as soon as medically possible or, as an alternative, someone else call on *your* behalf (relative, friend, nurse or doctor).

Global Excel can be contacted 24 hours a day, 7 days a week by calling:
1-800-243-0198 toll-free from the US & Canada, or +905-475-4822 collect from anywhere in the world

If *you* do not call Global Excel before *you* seek *emergency services*, or if *you* choose to seek care from a non-approved medical service provider, *you* will be responsible for 20% of *your* medical expenses covered under this insurance and not recovered from *your government health insurance plan*, to a maximum of \$25,000. If, after reimbursement by *your government health insurance plan*, *your* claim exceeds \$25,000, this insurance will pay 100% of any eligible expenses over and above \$25,000.

DEFINITIONS

Throughout this Certificate of Insurance, all *italicized* terms have the specific meaning explained below.

Accidental bodily injury - bodily injury caused by an accident of external origin occurring during the *period of insurance* and being the direct and independent cause of the loss.

Accommodation - means an establishment providing commercial accommodations or in the business of operating a vacation rental marketplace and hospitality service for the general public.

Card - means an American Express® Aeroplan® Corporate Reserve Card.

Cardmember - means an employee of the *company* to whom a *Card* has been issued in Canada by Amex Bank of Canada for business use at the request of the *company*.

Change in medication - the addition of any new *prescription drug*, the withdrawal of any *prescription drug*, an increase in the dose of any *prescription drug* or a decrease in the dose of a *prescription drug*.

Exceptions:

- an adjustment in the dosage of insulin or Coumadin (Warfarin), if *you* are currently taking these drugs;
- a change from a brand name drug to an equivalent generic drug of the same dosage.

Company - means the firm in whose name the *Card* account has been opened.

Contamination - the poisoning of people by nuclear, chemical and/or biological substances which causes illness and/or death.

Departure point - the place from which *you* depart *your* Canadian province or territory of permanent residence on the first day, and return to on the last day of *your* intended *trip*.

Dependent child(ren) - means an unmarried natural, adopted, step or foster child of the *Cardmember* or his or her *spouse* who is, on the *effective date*, at least 15 days old, dependent on the *Cardmember* or his or her *spouse* for support and:

- is under 21 years of age;
- is a full-time student who is under 25 years of age; or
- has a permanent physical impairment or a permanent mental disability.

Effective date - *your* date of departure from *your* Canadian province or territory of residence.

Emergency - any sudden and unforeseen event that begins during the *period of insurance* and makes it necessary to receive immediate treatment from a licensed *physician* or to be hospitalized. An *emergency* ends when the Insurer determines that *you* are medically able to return to *your departure point*.

Emergency services - any treatment, surgery or medication that:

- is required for the immediate relief of an acute symptom; or
- upon the advice of a *physician* cannot be delayed until *you* return to *your departure point*, and has to be received during *your trip* because *your medical condition* prevents *you* from returning to *your departure point*.

The *emergency services* must be ordered by or received from a *physician*, or received in a *hospital* during *your trip*, or received from a licensed physiotherapist, chiropractor, chiropodist, podiatrist or osteopath, as a result of an *emergency* that occurs during *your trip*.

Government health insurance plan - the health insurance coverage that Canadian provincial and territorial governments provide for their residents.

Hospital - an establishment that is licensed as an accredited hospital, is operated for the care and treatment of in-patients, has a Registered Nurse always on duty, and has a laboratory and an operating room on the premises or in facilities controlled by the establishment. Hospital does not mean any 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.

Immediate family - *spouse*, parent, legal guardian, legal ward, step-parent, grandparent, grandchild, in-law, natural or adopted child, step-child, brother, sister, step-brother, step-sister, aunt, uncle, niece, nephew.

Medical condition - *accidental bodily injury* or sickness (or a condition related to that *accidental bodily injury* or sickness), including disease, acute psychoses and complications of pregnancy occurring within the first 31 weeks of pregnancy.

Mountain climbing - the ascent or descent of a mountain requiring the use of specialized equipment, including crampons, pick-axes, anchors, bolts, carabiners and lead-rope or top-rope anchoring equipment.

Period of insurance - the period of time between *your effective date* and *your return date*. The period of insurance cannot exceed the first 15 consecutive days of *your trip*.

Physician - someone who is not *you* or a member of *your immediate family* who is licensed to prescribe drugs and administer medical treatment (within the scope of such license) at the location where the treatment is provided. A physician does not include a naturopath, herbalist, chiropractor or homeopath.

Prescription drugs - drugs and medicines that can only be issued upon the prescription of a *physician* or dentist and are dispensed by a licensed pharmacist. Prescription drugs does not mean such drugs or medicine, when *you* need (or renew) them to continue to stabilize a condition which *you* had before *your trip*, or a chronic condition.

Professional - engaged in a specified activity as *your* main paid occupation.

Return date - the date on which *you* are scheduled to return to *your departure point*.

Ridesharing services - mean transportation network companies in the business of providing peer-to-peer ridesharing transportation services through digital networks or other electronic means for the general public.

Spouse - the person who is legally married to the *Cardmember*, or has been living in a conjugal relationship with the *Cardmember* for a continuous period of at least one year and who resides in the same household.

Stable - any *medical condition* or related condition (including any heart condition or any lung condition) for which there have been:

- no new treatment, new medical management, or new prescribed medication; and
- no change in treatment, change in medical management, or *change in medication*; and
- no new symptom or finding, more frequent symptom or finding, or more severe symptom or finding experienced; and
- no new test results or test results showing a deterioration; and no investigations or future investigations initiated or recommended for *your* symptoms; and
- no hospitalization or referral to a specialist (made or recommended).

Top-up - the coverage *you* purchase through the Enrollment Centre to extend travel insurance coverage that is in effect for *your period of insurance* during *your trip* under this Certificate of Insurance. The terms, conditions and exclusions of the *top-up* Certificate of Insurance apply to *you* during the *top-up* period.

Travelling companion - the person other than *your spouse* or *dependent child* who is sharing travel arrangements with *you* to a maximum of three persons.

Trip - means travel for business or personal purposes, with the consent of the *company*, for the period of time between leaving *your departure point*, up to and including *your return date* outside *your* Canadian province or territory of residence.

Vehicle - a private passenger automobile, minivan, mobile home, camper truck or trailer home, which *you* use during *your trip* exclusively for the transportation of passengers other than for hire. It can be either owned by *you* or leased by *you* from a commercial rental agency.

We, us and our - refer to Royal & Sun Alliance Insurance Company of Canada (the Insurer) or Global Excel Management Inc., its authorized claims and assistance provider, as applicable.

You, your and insured person - means any of the following persons who are under 65 years of age on the *effective date* and who have a valid *government health insurance plan*: the *Cardmember*, the *Cardmember's spouse*, or the *Cardmember's dependent child*.

WHEN DOES COVERAGE BEGIN AND END?

This insurance coverage begins whenever *you* leave *your* Canadian province or territory of residence.

You will be covered for the first:

15 consecutive days of a *trip*, including the date *you* leave on *your trip* and the date *you* return from *your trip*.

Coverage ends on the earliest of:

1. the date *you* return to *your* Canadian province or territory of residence;
2. the date the *company's Card* account is cancelled;
3. the date *your Card* privileges are terminated;
4. the date the *company's Card* account is no longer in good standing as per the *Cardmember Agreement* issued by Amex Bank of Canada;
5. the date *you* have been absent for more than 15 consecutive days from *your* Canadian province or territory of residence;
6. the date the group insurance policy terminates.

WHAT IF YOU WANT TO TOP-UP YOUR COVERAGE?

You can top-up *your* coverage by calling the Enrollment Centre at 1-866-587-1029. Premium payment will be charged to *your Card* account.

CAN COVERAGE BE EXTENDED?

Coverage automatically extends beyond the 15 day limit as follows:

1. When *you* or *your travelling companion* are hospitalized due to a medical *emergency* on *your* scheduled *return date*, *your* coverage will remain in force during the period of hospitalization and up to 5 days following discharge from *hospital*.
2. Coverage is automatically extended for up to 5 days when *you* must delay *your* scheduled *return date* due to *your* or *your travelling companion's* medical *emergency*.
3. Coverage is automatically extended for up to 72 hours when the delay of a common carrier in which *you* are a passenger causes *your trip* to extend beyond *your* scheduled *return date*.
4. Regardless of the automatic extensions above, coverage will not continue beyond 365 days from *your* latest date of departure from *your departure point*.

WHAT RISKS ARE INSURED?

This insurance offers coverage to a maximum of \$5,000,000 CAD per *insured person*, per trip for reasonable and customary expenses incurred by *you*, in excess of any medical expenses payable by *your government health insurance plan* or any other insurance plan, for *emergency services* medically required during *your trip* as a result of a medical *emergency*.

WHAT ARE THE BENEFITS?

1. Hospital & Medical Expenses

Covers the cost of a medical *emergency* including *hospital*, surgical and medical treatment. Eligible expenses include the following when ordered by a *physician* during *your trip*:

- *hospital* room and board, up to semi-private or the equivalent,
- treatment by a *physician* or surgeon,
- out-patient *hospital* charges,
- x-rays and other diagnostic tests,
- use of an operating room, intensive care unit, anesthesia and surgical dressings,
- *prescription drugs* except when *you* need them to continue to stabilize a chronic *medical condition* or a condition which *you* had before *your trip*,
- local ground ambulance service (or local taxi fare or *ridesharing services* in lieu) to a *hospital*, *physician* or medical service provider in a medical *emergency*,
- the lesser of the rental or purchase of a *hospital-type* bed, a wheelchair, brace, crutches and other medical appliances, and
- the cost for the professional services of a registered private nurse while *you* are hospitalized, to a maximum of \$10,000, when these services are recommended by a *physician* and approved in advance through Global Excel.

2. Emergency Dental Expenses

Covers the cost of the following dental expenses when ordered by, or received from, a licensed dentist if *you* need dental treatment to repair or replace *your* natural or permanently attached artificial teeth because of an accidental blow to *your* face during *your trip*:

- *emergency* dental expenses *you* incur during *your trip*, and
- up to a maximum of \$1,000 to continue necessary treatment after *your* return to Canada so long as this treatment is received within 90 days of *your* injury.

This insurance also covers treatment, during *your trip*, for the emergency relief of dental pain, to a maximum of \$250. Proof of the accident will be required in the event of a claim.

3. Physiotherapy and Other Professional Services

Covers the cost for the professional services of a physiotherapist, chiropractor, osteopath, chiropodist or podiatrist to a maximum of \$250 per profession, when ordered by a *physician* during *your trip*.

4. Return to your Departure Point

If the *physician* treating you recommends to *us* in writing that *you* return to *your departure point* because of your *medical condition* in order to receive *emergency* medical attention, or if the Insurer determines that *you* are able to and recommends that *you* return to *your departure point*, this insurance covers *you* for one or more of the following, when pre-authorized and arranged by Global Excel, when medically essential:

- the extra cost of a one-way economy air fare on a commercial flight via the most cost-effective route to *your departure point* to receive immediate *emergency* medical attention; or
- the cost of a stretcher fare on a commercial flight via the most cost-effective route to *your departure point*, if a stretcher is medically necessary; and
- the cost of a return economy air fare on a commercial flight via the most cost-effective route and the usual fees and expenses for a qualified medical attendant to accompany *you*, when the attendant is medically necessary or required by the airline; or
- the cost of air ambulance transportation if it is medically essential.

5. Return of Deceased

Covers:

- the return of *your* remains in the common carrier's standard transportation container to *your departure point*, and up to \$3,000 for the preparation of *your* remains and the cost of the common carrier's standard transportation container; or
- the return of *your* remains to *your departure point*, and up to \$2,000 for the cremation of *your* remains where *your* death occurred; or
- up to \$3,000 for the preparation of *your* remains and the cost of a standard burial container and up to \$2,000 for the burial of *your* remains where *your* death occurred.

If someone is legally required to identify *your* remains, this insurance covers the cost of round-trip economy class transportation by the most cost-effective route and up to \$300 for meal and *accommodation* expenses for that person. That person is covered under the terms of *your* insurance during the period in which he or she is required to identify *your* remains, but for no longer than 3 business days.

6. Additional Meal & Accommodation Expenses

Covers the cost of up to \$150 per day, to a maximum of \$1,500 per *trip*, for meal and *accommodation* expenses *you* have incurred after the date *you* are scheduled to return to the *departure point*, when *your* return is delayed due to *your* or *your travelling companion's* *medical emergency* or when *you* or *your travelling companion* are relocated to receive medical attention.

7. Bringing Bedside Companion to Bedside

- This benefit is subject to the pre-authorization of Global Excel.
- Covers the cost of round-trip economy class transportation by the most cost-effective route, to have someone visit *you* when *you* are travelling alone and are hospitalized during *your trip* for more than 3 days. However, if *you* are under age 21, or age 21 and over and physically handicapped and dependent on *your* bedside companion for support, this insurance provides this benefit to *you* as soon as *you* are admitted to a *hospital*. That person is entitled to a maximum of \$300 for meal and *accommodation* expenses and is covered under the terms of *your* insurance during the period in which he or she is required at *your* bedside.

8. Return of Vehicle

- This benefit is subject to the pre-authorization of Global Excel.
- Covers the reasonable costs for a commercial agency, when arranged and approved through Global Excel, to return a *vehicle* to your residence or to a commercial rental agency, when *you* are unable to return the *vehicle* due to a *medical emergency*. The *vehicle* can be a private passenger automobile, self-propelled mobile home, camper truck or trailer home that *you* own or rent and which *you* use during *your trip*.

9. Return of Dependent Children

- This benefit is subject to the pre-authorization of Global Excel.
- If *dependent children* travel with or join *you* during *your trip*, and *you* are hospitalized for more than 24 hours, or *you* must return to Canada because of *your* *medical emergency* covered under this insurance, this insurance covers, when arranged and approved through Global Excel, the extra cost of one-way

economy transportation by the most cost-effective route to their *departure point* and the cost of return economy transportation for an escort, when an escort is deemed necessary by the carrier.

10. Return of *your* Excess Baggage

- This benefit is subject to the pre-authorization of Global Excel.
- If *you* return to *your departure point* by air ambulance (pre-authorized by Global Excel) because of *your* medical *emergency*, this insurance covers the cost to return *your* excess baggage up to a maximum of \$500.

WHAT ASSISTANCE SERVICES ARE AVAILABLE?

Under this Certificate of Insurance, the following assistance services are available to *you*:

1. Medical Assistance & Consultation

When *you* have a medical *emergency* and *you* call Global Excel, whenever possible *you* will be directed to one or more recommended medical service providers near *you*. In addition, whenever possible, Global Excel will:

- provide confirmation of coverage and pay *your* eligible medical expenses directly to the recommended medical service provider,
- consult with *your* attending *physician* to monitor *your* care, and
- monitor the appropriateness, necessity and reasonableness of that care to ensure that *your* resulting eligible expenses will be covered by this insurance.

2. Payment Assistance

Whenever possible, the payment of the medical services *you* receive will be co-ordinated through Global Excel, communicated with *your* medical provider and billing arrangements will be discussed. There are certain countries where, due to local conditions or travel reports from the Canadian government, assistance services are not available and *you* may be required to make payment up-front. If *you* are required to make payment up-front, *you* must obtain detailed and itemized original bills for claims submission and call the Claims Centre on *your* return home.

3. Emergency Message Centre

In case of a medical *emergency*, Global Excel will help exchange important messages with *your immediate family*, business or *physician*.

4. Replacement Co-ordination

Whenever possible, Global Excel will help co-ordinate the replacement of *your* prescription eyeglasses or essential prescription medication in the event these items need to be replaced during *your trip*. This insurance does not cover the actual cost to replace *your* prescription eyeglasses or essential prescription medication.

WHAT IS NOT COVERED?

Pre-Existing Condition Exclusion

In addition to the exclusions outlined below under “General Exclusions,” the following exclusion applies to *you*.

EXCLUSION I

This insurance will not pay for any expenses relating to or in any way associated with:

1. *Your medical condition* or related condition (whether or not the diagnosis has been determined), if at any time in the 90 days before *you* depart on *your trip*, *your medical condition* or related condition has not been *stable*.
2. *Your heart condition* (whether or not the diagnosis has been determined), if at any time in the 90 days before *you* depart on *your trip*:
 1. any heart condition has not been *stable*; or
 2. *you* have taken nitroglycerin more than once per week specifically for the relief of angina pain.
3. *Your lung condition* (whether or not the diagnosis has been determined), if at any time in the 90 days before *you* depart on *your trip*:
 - a) any lung condition has not been *stable*; or
 - b) *you* have been treated with home oxygen or taken oral steroids (prednisone or prednisolone) for any lung condition.

GENERAL EXCLUSIONS

This insurance will not pay for any expenses relating to or in any way associated with:

1. A *medical condition* for which future investigation or treatment (except routine monitoring) is planned before *your trip*.

2. The continued treatment, recurrence or complication of a *medical condition* or related condition, following *emergency* treatment of that condition during your *trip*, if the Insurer determines that *you* were medically able to return to your *departure point* and *you* chose not to return.
3. The treatment of any heart or lung condition following *emergency services* for a related or unrelated heart or lung condition during your *trip* if the Insurer determines that *you* were medically able to return to your *departure point* and *you* chose not to return.
4. Any services that are not *emergency services*.
5. Routine care of a chronic condition.
6. Routine pre-natal care.
7. If *you* are pregnant, your pregnancy or the birth and delivery of your child, or any complications of either, occurring in the nine weeks before or after your expected delivery date as determined by your primary care *physician* in your province. Note that a child born during a *trip*, even if born outside of the nine weeks before or after the expected delivery date, shall not be regarded as an *insured person* and shall not have coverage under this Certificate for the entire duration of the *trip* in which the child is born.
8. Invasive testing or surgery (including cardiac catheterization and MRI) unless approved by Global Excel prior to being performed.
9. Participation:
 - a) as a *professional* athlete in a sporting event including training or practice;
 - b) in any motorized race or motorized speed contest;
 - c) in scuba diving (unless *you* hold a basic SCUBA designation from a certified school or other licensing body), hang-gliding, rock climbing, paragliding, skydiving, parachuting, bungee jumping, *mountain climbing*, rodeo, heli-skiing, any downhill skiing or snowboarding outside marked trails or any cycling racing event or ski racing event.
10. Your commission of a criminal act or your direct or indirect attempt to commit a criminal act.
11. Your intentional self-inflicted injury, suicide or attempt to commit suicide.
12. Any *medical condition* arising from, or in any way related to, your chronic use of alcohol or drugs whether prior to or during your *trip*.
13. Your abuse of medication, drugs or alcohol, or deliberate noncompliance with prescribed medical therapy or treatment, whether prior to or during your *trip*.
14. Your anxiety or panic attack or state of mental or emotional stress unless such state was sufficiently severe as to require a medical consultation.
15. War (declared or not), act of foreign enemies or rebellion.
16. Any portion of the benefits that require prior authorization and arrangement by Global Excel if such benefits were not pre-authorized and arranged by Global Excel.
17. Any *medical condition* if you undertake your *trip* with the prior knowledge that *you* will require or seek treatment, surgery, investigations, palliative care or alternative therapy of any kind, regardless of whether the treatment, surgery, investigations, palliative care or alternative therapy is related in any way to the *medical condition*.
18. A *medical condition* for which it was reasonable to expect treatment or hospitalization during your *trip*.
19. Symptoms which would have caused an ordinarily prudent person to seek treatment or medication in the 90 days before your *trip*.
20. Treatment or surgery for a specific condition, or a related condition, which had caused your *physician* to advise *you* not to travel.
21. Any *medical condition* you suffer or contract, or any loss *you* incur in a specific country, region or area for which the Government of Canada has issued a travel advisory or formal notice, before your *effective date*, advising travellers to avoid non-essential travel or to avoid all travel to that specific country, region or area. If the travel advisory or formal notice is issued after your *effective date*, your coverage under this insurance in that specific country, region or area will be limited to a period of 10 days from the date the travel advisory or formal notice was issued, or to a period that is reasonably necessary for *you* to safely evacuate the country, region or area.
22. Any *medical condition* if the medical advisors of Global Excel recommend that *you* return to your *departure point* following *emergency services* you have received, and *you* chose not to return.

23. Ionising radiation or radioactive *contamination* from any nuclear fuel or waste which results from the burning of nuclear fuels; or, the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

HOW DO YOU SUBMIT A CLAIM?

1. When *you* call Global Excel at the time of an *emergency*, *you* are given all the information required to file a claim. Otherwise, please refer to the instructions below.
2. This insurance does not cover fees charged for completing a medical certificate.
3. *You* must file *your* claim with *us* within 90 days of *your* return to *your* *departure point*.
4. If *you* need a Claim & Authorization form, please contact *our* Claims Department at: **73 Queen Street, Sherbrooke, Quebec, J1M 0C9 +905-475-4822 or 1-800-243-0198**

Emergency Medical Insurance

We require the fully completed Claim & Authorization form, and where applicable:

- Proof of *your* departure and *return date*.
- Original of all bills, invoices and receipts.
- Proof of payment by *your* *government health insurance plan* and payment from any other insurer or benefit plan.
- The completed and signed government specific forms if *you* reside in Quebec, British Columbia or Newfoundland.
- A complete diagnosis from the *physician(s)* and/or *hospital(s)* that provided the treatment, including, where applicable, written verification from the *physician* who treated *you* during *your* *trip* that the expenses were medically necessary.
- In addition, for accidental dental expenses, *we* require proof of the accident.

FAILURE TO COMPLETE THE REQUIRED CLAIM & AUTHORIZATION FORM IN FULL WILL DELAY THE ASSESSMENT OF YOUR CLAIM.

OTHER CLAIM INFORMATION

During the processing of a claim, the Insurer may require *you* to undergo a medical examination by one or more *physicians* selected by the Insurer and at the Insurer's expense.

You agree that the Insurer and its agents have:

- a) *your* consent to verify *your* health card number and other information required to process *your* claim, with the relevant government and other authorities;
- b) *your* authorization to *physicians*, *hospitals* and other medical providers to provide to *us*, Global Excel and the Claims Centre, any and all information they have regarding *you*, while under observation or treatment, including *your* medical history, diagnoses and test results; and
- c) *your* agreement to disclose any of the information available under a) and b) above to other sources, as may be required for the processing of *your* claim for benefits obtainable from other sources.

After we pay *your* health care provider or reimburse *you* for covered expenses, *we* will seek reimbursement from *your* *government health insurance plan* and any other medical insurance plan under which *you* may have coverage. *You* may not claim or receive in total more than 100% of *your* total covered expenses or the actual expenses which *you* incurred, and *you* must repay to *us* any amount paid or authorized by *us* on *your* behalf if and when *we* determine that the amount was not payable under the terms of *your* insurance.

In the case of out-of-country/province health care coverage:

- a) if *you* are retired and *your* former employer provides to *you* under an extended health insurance plan, a lifetime maximum coverage of:
 - \$50,000 or less, *we* will not coordinate payment with such coverage;
 - more than \$50,000, *we* will coordinate payment with such coverage only in excess of \$50,000; in accordance with the coordinating coverage guidelines issued by the Canadian Life and Health Insurance Association.
- b) if *you* are actively employed and *your* current employer provides to *you* under a group health insurance plan, a lifetime maximum coverage of:
 - \$50,000 or less, *we* will not coordinate payment with such coverage;

- more than \$50,000, *we* will coordinate payment with such coverage only in excess of \$50,000.

GENERAL CONDITIONS

1. Any of *our* policies are excess insurance and are the last payors. All other sources of recovery, indemnity payments or insurance coverage must be exhausted before any payments will be made under any of *our* policies.
2. When *you* contact Global Excel, they will, on the Insurer's behalf, refer *you* or may transfer *you*, when medically appropriate, to one of their recommended medical service providers. They will also request that the approved medical service provider bill the medical expenses covered under this insurance directly to the Insurer instead of to *you*.
3. If *you* are eligible, from any other insurer, for benefits similar to the benefits provided under this insurance, the total benefits paid to *you* by all insurers cannot exceed the actual expense that *you* have incurred. *We* will coordinate the payment of benefits with all insurers from whom *you* are eligible for benefits similar to those provided under this insurance, to a maximum of the largest amount specified by each insurer.
4. Any information that has been misrepresented, misstated or is incomplete may result in this Certificate of Insurance and *your* coverage being null and void, in which case no benefits will be paid. *You* must submit any subsequent changes to the information in writing before *you* depart on *your* trip.
5. If *you* incur expenses covered under this insurance due to the fault of a third party, *we* may take action against the party at fault. *You* agree to cooperate fully with *us* and to allow *us*, at *our* own expense, to bring a law suit in *your* name against the third party. If *you* recover against a third party, *you* agree to hold in trust sufficient funds to reimburse *us* for the amounts paid under the insurance.
6. Payment, reimbursement and amounts shown throughout this contract are in Canadian dollars, unless otherwise stated. If currency conversion is necessary, *we* will use the exchange rate on the date the last service was rendered to *you*. This insurance will not pay for any interest.
7. This contract is void in the case of fraud or attempted fraud by *you*, or if *you* conceal or misrepresent any material fact or circumstance concerning this insurance.
8. Throughout this Certificate of Insurance, any reference to age refers to *your* age on the *effective date*.
9. When making a claim under this insurance, *you* must provide the applicable documents *we* require. Failure to provide the applicable documentation will invalidate *your* claim.
10. The Insurer, Global Excel, Amex Bank of Canada and their agents are not responsible for the availability, quality or results of medical treatment or transportation, or *your* failure to obtain medical treatment.
11. This Certificate of Insurance is the entire contract between *you* and *us*. Despite any other provision of this contract, this contract is subject to any applicable federal and provincial statutes concerning contracts of insurance.
12. On reasonable notice *you* or a claimant under the contract will be provided with a copy of the group contract (applicable only in those provinces where mandated by legislation and subject to certain access limitations permitted by applicable legislation).
13. 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 (for actions or proceedings governed by the laws of British Columbia, Alberta and Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.
14. The Insurer shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this Certificate of Insurance which would breach economic, financial, or trade sanctions imposed under the laws of Canada, the European Union, the United Kingdom, or any other applicable jurisdiction.

IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

Royal & Sun Alliance Insurance Company of Canada is committed to protecting your privacy and the confidentiality of your personal information. We will collect, use and disclose personal information for the purposes identified in our Privacy Policy. To obtain more information, you can review our Privacy Policy online at www.rsagroup.ca or request a copy by calling 1-888-877-1710.

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TRIP CANCELLATION & TRIP INTERRUPTION INSURANCE

Effective date of this Certificate: November 6, 2020.

INTRODUCTION

Trip Cancellation & Trip Interruption insurance for AMEX Cardmembers and insured persons.

Amex Bank of Canada has been issued group insurance policy PSI047258485 by Royal & Sun Alliance Insurance Company of Canada (the “Insurer”) to protect *your* travel investment prior to departure or cover other expenses incurred by *you* after departure, while outside *your* Canadian province or territory of residence. This Certificate of Insurance summarizes the provisions of the group insurance policy applicable to *your* AMEX Card for Trip Cancellation and Trip Interruption insurance.

IMPORTANT NOTICE – PLEASE READ CAREFULLY

- **Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that *you* read and understand *your* insurance before *you* travel as *your* coverage may be subject to certain limitations or exclusions.**
- **A pre-existing exclusion applies to *medical conditions* and/or symptoms that existed prior to *your trip*. Check to see how this applies in *your* policy and how it relates to *your* departure date, date of purchase, or *effective date*.**
- **In the event of an accident, injury or sickness, *your* prior medical history may be reviewed when a claim is reported.**
- **Coverage is only available if *you* are a resident of Canada while *you* are travelling outside *your* province or territory of permanent residence.**
- **For trip cancellation coverage, only the *trip* costs charged on the *Cardmember’s Card* will be considered for reimbursement, up to the benefit maximum. Any expenses incurred using other payment sources will not be considered.**
- **For trip interruption/trip delay coverage, benefits are payable to *you* as long as any portion of the *trip* costs are charged to the *Cardmember’s Card*, up to the benefit maximum.**
- **This Certificate contains clauses which may limit the amounts payable.**
- **The Policy contains a provision removing or restricting the right of the group person insured to designate persons to whom or for whose benefit insurance money is to be payable.**

All *italicized* terms have the specific meaning explained in the “Definitions” section of this Certificate of Insurance.

WHAT TO DO IN AN EMERGENCY?

If you have an emergency, you can call Global Excel Management Inc. (Global Excel). Global Excel can be contacted 24 hours a day, 7 days a week by calling: **1-800-243-0198 toll-free from the US & Canada, or +905-475-4822 collect from anywhere in the world**

DEFINITIONS

Throughout this Certificate of Insurance, all *italicized* terms have the specific meaning explained below.

Accidental bodily injury - bodily injury caused by an accident of external origin occurring during the *period of insurance* and being the direct and independent cause of the loss.

Accommodation - means an establishment providing commercial accommodations or in the business of operating a vacation rental marketplace and hospitality service for the general public.

Business meeting - a meeting, trade show, training course, or convention scheduled before your *effective date* between companies with unrelated ownership, pertaining to your full-time occupation or profession and that is the sole purpose of your *trip*. Legal proceedings are not considered to be a business meeting.

Card - means an American Express® Aeroplan® Corporate Reserve Card.

Cardmember - means an employee of the *company* to whom a *Card* has been issued in Canada by Amex Bank of Canada for business use at the request of the *company*.

Caregiver - the permanent, full-time person entrusted with the well-being of your dependent(s) and whose absence cannot reasonably be replaced.

Catastrophic event - total eligible Cancellation & Interruption Insurance claims arising directly or indirectly from an *act of terrorism*, or series of *acts of terrorism*, occurring within a 72-hour period that exceed \$1,000,000.

Change in medication - the addition of any new *prescription drug*, the withdrawal of any *prescription drug*, an increase in the dose of any *prescription drug* or a decrease in the dose of a *prescription drug*.

Exceptions:

- an adjustment in the dosage of insulin or Coumadin (Warfarin), if you are currently taking these drugs;
- a change from a brand name drug to an equivalent generic drug of the same dosage.

Common carrier - means any land, water, or air conveyance operated under a license for the transportation of passengers for hire and for which a ticket has been obtained. Common carrier does not include any conveyance that is hired or used for a sport, gamesmanship, contest, cruise and/or recreational activity, regardless of whether such conveyance is licensed. Rental vehicles are not considered common carriers.

Company - means the firm in whose name the *Card* account has been opened.

Contamination - the poisoning of people by nuclear, chemical and/or biological substances which causes illness and/or death.

Departure point - the place from which you depart your Canadian province or territory of permanent residence on the first day, and return to on the last day of your intended *trip*.

Dependent child(ren) - means an unmarried natural, adopted, step or foster child of the *Cardmember* or his or her *spouse* who is, on the *effective date*, at least 15 days old, dependent on the *Cardmember* or his or her *spouse* for support and:

- is under 21 years of age;
- is a full-time student who is under 25 years of age; or
- has a permanent physical impairment or a permanent mental disability.

Effective date - means the date and time any portion of the *trip* costs (before any cancellation penalties have been incurred) are first charged to the *Card* by the *Cardmember*, or paid by redeeming points earned under the *Card* reward program provided any applicable taxes are charged to the *Card*. Note: *Trips* will not be covered for Trip Cancellation or Trip Interruption, if purchased with points from a reward program other than the *Card* reward program.

Emergency - any sudden and unforeseen event that begins during the *period of insurance* and makes it necessary to receive immediate treatment from a licensed *physician* or to be hospitalized. An *emergency* ends when the Insurer determines that you are medically able to return to your *departure point*.

Hospital - an establishment that is licensed as an accredited hospital, is operated for the care and treatment of in-patients, has a Registered Nurse always on duty, and has a laboratory and an operating room on the premises or in facilities controlled by the establishment. Hospital does not mean any 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.

Immediate family - spouse, parent, legal guardian, legal ward, step-parent, grandparent, grandchild, in-law, natural or adopted child, step-child, brother, sister, step-brother, step-sister, aunt, uncle, niece, nephew.

Key employee - an employee whose continued presence is critical to the ongoing affairs of the business during *your* absence.

Medical condition - *accidental bodily injury* or sickness (or a condition related to that *accidental bodily injury* or sickness), including disease, acute psychoses and complications of pregnancy occurring within the first 31 weeks of pregnancy.

Mountain climbing - the ascent or descent of a mountain requiring the use of specialized equipment, including crampons, pick-axes, anchors, bolts, carabiners and lead-rope or top-rope anchoring equipment.

Passenger plane - a certified multi-engined transportation aircraft provided by a regularly scheduled airline on any regularly scheduled *trip* operated between licensed airports and holding a valid Canadian Air Transport Board or Charter Air Carrier licence, or its foreign equivalent, and operated by a certified pilot.

Period of insurance - the period of time between *your effective date* and *your return date*. The period of insurance cannot exceed the first 15 consecutive days of *your trip*.

Physician - someone who is not *you* or a member of *your immediate family* who is licensed to prescribe drugs and administer medical treatment (within the scope of such license) at the location where the treatment is provided. A physician does not include a naturopath, herbalist, chiropractor or homeopath.

Prescription drugs - drugs and medicines that can only be issued upon the prescription of a *physician* or dentist and are dispensed by a licensed pharmacist. Prescription drugs does not mean such drugs or medicine, when *you* need (or renew) them to continue to stabilize a condition which *you* had before *your trip*, or a chronic condition.

Professional - engaged in a specified activity as *your* main paid occupation.

Return date - the date on which *you* are scheduled to return to *your departure point*.

Ridesharing services - mean transportation network companies in the business of providing peer-to-peer ridesharing transportation services through digital networks or other electronic means for the general public.

Spouse - the person who is legally married to the *Cardmember*, or has been living in a conjugal relationship with the *Cardmember* for a continuous period of at least one year and who resides in the same household.

Stable - any *medical condition* or related condition (including any heart condition or any lung condition) for which there have been:

- no new treatment, new medical management, or new prescribed medication; and
- no change in treatment, change in medical management, or *change in medication*; and
- no new symptom or finding, more frequent symptom or finding, or more severe symptom or finding experienced; and
- no new test results or test results showing a deterioration; and
- no investigations or future investigations initiated or recommended for *your* symptoms; and
- no hospitalization or referral to a specialist (made or recommended).

Terrorism or act of terrorism - an act, including but not limited to the use of force or violence and/or the threat thereof, including hijacking or kidnapping, of an individual or group in order to intimidate or terrorize any government, group, association or the general public, for religious, political or ideological reasons or ends, and does not include any act of war (whether declared or not), act of foreign enemies or rebellion.

Top-up - the coverage *you* purchase through the Enrollment Centre to extend travel insurance coverage that is in effect for *your trip* under this Certificate of Insurance. The terms, conditions and exclusions of the *top-up* Certificate of Insurance apply to *you*.

Travelling companion - the person other than *your spouse* or *dependent child* who is sharing travel arrangements with *you* to a maximum of three persons.

Trip - means travel for business or personal purposes, with the consent of the *company*, for a period of travel outside *your* Canadian province or territory of residence for which:

- a) There is a *departure point* and a destination; and
- b) There are predetermined and recorded beginning and ending dates; and
- c) Any portion of the prepaid travel arrangements was charged to the *Cardmember's Card* prior to *your* departure.

Note: For trip cancellation coverage, only the prepaid travel arrangements charged to the *Cardmember's Card* will be considered for reimbursement, up to the benefit maximum. Any expenses incurred using other payment sources will not be considered. For trip interruption/trip delay coverage, benefits are payable to *you* as long as any portion of the prepaid travel arrangements are charged to the *Cardmember's Card*, up to the benefit maximum. This definition is extended to include a *common carrier* ticket or *accommodations* obtained through the redemption of points earned under the *Card* reward program.

We, us and **our** - refer to Royal & Sun Alliance Insurance Company of Canada (the Insurer) or Global Excel Management Inc., its authorized claims and assistance provider, as applicable.

You, your and **insured person** - mean any of the following persons: the *Cardmember*, the *Cardmember's spouse*, or the *Cardmember's dependent child*.

WHEN DOES COVERAGE BEGIN AND END?

This insurance provides coverage whenever any portion of the *trip* costs (before any cancellation penalties have been incurred) is paid with *your Card* or paid using points earned under the *Card* reward program, provided any applicable taxes are charged to the *Card*. Note: *Trips* will not be covered for Trip Cancellation or Trip Interruption, if purchased with points from a reward program other than the *Card* reward program. Coverage begins on your *effective date*.

Coverage ends on the earliest of:

1. midnight of *your return date*;
2. the date the *company's Card* account is cancelled;
3. the date *your Card* privileges are terminated;
4. the date the *company's Card* account is no longer in good standing as per the *Cardmember Agreement* issued by Amex Bank of Canada;
5. the date the group insurance policy terminates.

WHAT IF YOU WANT TO TOP-UP YOUR COVERAGE?

You can *top-up your* coverage by calling the Enrollment Centre at 1-866-587-1029. Premium payment will be charged to *your Card* account.

CAN COVERAGE BE EXTENDED?

Coverage automatically extends as follows:

1. When *you* or *your travelling companion* are hospitalized due to a medical *emergency* on *your* scheduled *return date*, *your* coverage will remain in force during the period of hospitalization and up to 5 days following discharge from *hospital*.
2. Coverage is automatically extended for up to 5 days when *you* must delay *your* scheduled *return date* due to *your* or *your travelling companion's* medical *emergency*.
3. Coverage is automatically extended for up to 72 hours when the delay of a *common carrier* in which *you* are a passenger causes *your trip* to extend beyond *your* scheduled *return date*.
4. Regardless of the automatic extensions above, coverage will not continue beyond 365 days from *your* latest date of departure from *your departure point*.

TERRORISM COVERAGE

Where an *act of terrorism* directly or indirectly causes a loss that would otherwise be payable under one of the covered risks in accordance with the terms and conditions of the insurance, this Certificate of Insurance, will provide coverage as follows:

- a) *We* will, for Cancellation & Interruption claims, except in the case of *catastrophic event*, reimburse *you* up to a maximum of 100% of *your* eligible loss.
- b) *We* will, for Cancellation & Interruption claims resulting in a *catastrophic event*, and subject to the limits described in paragraph d), reimburse *you* up to a maximum of 50% of *your* eligible loss.
- c) The benefits payable in accordance with paragraphs a), and b) are in excess to all other potential sources of recovery, including but not limited to, alternative or replacement travel options offered by airlines, tour operators, cruiselines and other travel suppliers and other insurance coverage (even where such other coverage is described as excess) and will only respond after *you* have exhausted all such other sources.
- d) The benefits payable in accordance with paragraph b) shall be paid out of a fund and, where total claims exceed fund limits, eligible claims shall be reduced on a

pro rata basis so that the maximum payment out of the fund under all insurance plans underwritten by *us* shall be CDN\$5,000,000 per *act of terrorism* or series of *acts of terrorism* occurring within a 72-hour period. The total maximum payment out of the fund under all insurance plans underwritten by *us* shall be CDN\$10,000,000 per calendar year regardless of the number of *acts of terrorism*. If, in *our* judgment, the total of all payable claims under one or more *acts of terrorism* may exceed the applicable fund maximum limits, *your* prorated claim will be paid after the end of the calendar year.

TRIP CANCELLATION/TRIP INTERRUPTION INSURANCE:

This coverage provides benefits for:

This coverage provides benefits for:

- cancelling *your trip* before leaving *your departure point*,
- transportation to *your* next destination,
- an early return to *your departure point*, or
- the delay of *your trip* beyond the scheduled *return date*.

When does the risk occur?

- Trip Cancellation - the risk occurs before *your trip*.
- Trip Interruption - the risk occurs during *your trip*.
- Trip Delay - the risk occurs during *your trip* and results in *your* being delayed, beyond *your* scheduled *return date*, from returning to *your departure point*.

| TRIP CANCELLATION / TRIP INTERRUPTION COVERAGE | |
|--|--|
| Risk | Maximum Sums for each Trip |
| Trip Cancellation/Prior to Departure | \$1,500 per <i>insured person</i> to a maximum of \$3,000 for all <i>insured persons</i> combined |
| Trip Interruption/After Departure | \$1,500 per <i>insured person</i> to a maximum of \$6,000 for all <i>insured persons</i> combined |
| Out-of-Pocket Expenses (Trip Interruption/After Departure) | \$100 per day per <i>insured person</i> to \$1,000 maximum for all <i>insured persons</i> combined |

What are the risks insured?

| WHAT ARE YOU COVERED FOR? | | WHAT ARE YOU ELIGIBLE FOR? | | |
|----------------------------------|--|-----------------------------------|------------------------------------|-------------------|
| | | Trip Cancellation | Trip Interruption | Trip Delay |
| MEDICAL CONDITION | | BENEFIT(S) | | |
| 1 | <i>Your emergency medical condition.</i> | A | B, D & G, or B, E & G, or B, F & G | E & G |
| 2 | The admission to a <i>hospital</i> following an <i>emergency</i> of a member of <i>your immediate family</i> (who is not at <i>your destination</i>), <i>your</i> business partner, <i>key employee</i> or <i>caregiver</i> . | A | B, E & G | N/A |
| 3 | The <i>emergency medical condition</i> of a member of <i>your immediate family</i> (who is not at <i>your destination</i>), <i>your</i> business partner, <i>key employee</i> or <i>caregiver</i> . | A | B, E & G | N/A |
| 4 | The admission to a <i>hospital</i> of <i>your</i> host at destination, following an <i>emergency medical condition</i> . | A | B, E & G | N/A |
| 5 | The <i>emergency medical condition</i> of <i>your travelling companion</i> . | A | B, D & G, or B, E & G, or B, F & G | E & G |
| 6 | The <i>emergency medical condition</i> of <i>your immediate family</i> member who is at <i>your destination</i> . | A | B, E & G | E & G |

| DEATH | | | | |
|----------------------------------|--|-----|-----------------------------|-------|
| 7 | Your death. | A | B | N/A |
| 8 | The death of <i>your immediate family</i> member or friend (who is not at your destination), <i>your</i> business partner, <i>key employee</i> or <i>caregiver</i> . | A | B, E & G | N/A |
| 9 | The death of your <i>travelling companion</i> . | A | B, E & G | E & G |
| 10 | The death of <i>your travelling companion's immediate family</i> member, business partner, <i>key employee</i> or <i>caregiver</i> . | A | B, E & G | N/A |
| 11 | The death of <i>your</i> host at destination, following an <i>emergency medical condition</i> . | A | B, E & G | N/A |
| 12 | The death of <i>your immediate family</i> member or friend, who is at <i>your</i> destination. | A | B, E & G | E & G |
| GOVERNMENT ADVISORIES | | | | |
| 13 | A written formal travel warning issued by the Canadian government after the purchase of <i>your trip</i> , advising Canadians not to travel to a country, region or city originally ticketed for a period that includes <i>your trip</i> . | A | B, E & G, or B, F & G | N/A |
| EMPLOYMENT AND OCCUPATION | | | | |
| 14 | A transfer by the employer with whom you or <i>your spouse</i> is employed on your <i>effective date</i> , which requires the relocation of <i>your</i> principal residence. | A | B, E & G | N/A |
| 15 | The involuntary loss of <i>your</i> or <i>your spouse's</i> permanent employment (not contract employment) due to lay-off or dismissal without just cause. | A | B, E & G | N/A |
| 16 | Cancellation of <i>your business meeting</i> beyond <i>your</i> or <i>your</i> employer's control. | A | B, E & G | N/A |
| 17 | <i>Your</i> being summoned to service in the case of reservists, active military, police, essential medical personnel and fire personnel. | A | B, E & G | N/A |
| DELAYS | | | | |
| 18 | Delay of a private automobile resulting from the mechanical failure of that automobile, weather conditions, earthquakes, volcanic eruptions, a traffic accident, or an emergency police-directed road closure, causing <i>you</i> to miss a connection or resulting in the interruption of <i>your</i> travel arrangements, provided the automobile was scheduled to arrive at the point of departure at least 2 hours before the scheduled time of departure. | N/A | B, F & G | E & G |
| 19 | Delay of <i>your common carrier</i> , resulting from the mechanical failure of that carrier, a traffic accident, an emergency police-directed road closure, weather conditions, earthquakes or volcanic eruptions, causing <i>you</i> to miss a connection or resulting in the interruption of <i>your</i> travel arrangements. | N/A | B, F & G | E & G |
| 20 | Delay of <i>your</i> departure, resulting from the mechanical failure of <i>your common carrier</i> , a traffic accident, an emergency police-directed road closure, weather conditions, or grounding of <i>your</i> air transportation, causing <i>you</i> to miss <i>your</i> scheduled cruise or tour, and no alternative travel arrangements can be made for <i>you</i> to join the cruise or tour. | N/A | C & G | N/A |

| OTHER RISKS | | | | |
|-------------|---|---|----------|-------|
| 21 | An event completely independent of any intentional or negligent act that renders <i>your</i> principal residence uninhabitable or place of business inoperative. | A | B, E & G | N/A |
| 22 | The quarantine or hijacking of <i>you, your spouse</i> or <i>your dependent child</i> . | A | B, E & G | E & G |
| 23 | <i>You, your spouse</i> or <i>your dependent child</i> being a) called for jury duty; b) subpoenaed as a witness; or c) required to appear as a party in a judicial proceeding, during <i>your trip</i> . | A | B, E & G | N/A |

N/A: Not Applicable

WHAT ARE THE BENEFITS?

Prepaid Travel Arrangements - Reimbursement to *you* of the expenses *you* actually incur as a result of one of the insured risks up to the sum insured for:

- A. The portion of *your* travel arrangements purchased before *your* departure date, that are non-refundable and non-transferable to another date (not applicable if *trip* purchased with points from a reward program other than the *Card* reward program).
- B. The unused portion of *your* travel arrangements purchased before *your* departure date, that are non-refundable and non-transferable to another travel date (not applicable if *trip* purchased with points from a reward program other than the *Card* reward program). This does not include reimbursement for prepaid unused transportation back to *your departure point*.
- C. The unused portion of *your* travel arrangements purchased before *your* departure date, that are non-refundable and non-transferable to another travel date (not applicable if *trip* purchased with points from a reward program other than the *Card* reward program).

Any credits provided by the airline or travel supplier for travel on another date, are considered transferable amounts and shall not be payable under this insurance.

Transportation - Reimbursement to *you* of the expenses *you* actually incur as a result of one of the insured risks up to the sum insured for the extra cost of:

- D. *Your* economy class transportation via the most cost-effective route to rejoin a tour or group.
- E. *Your* economy class transportation via the most cost-effective route to *your departure point*.
- F. *Your* economy class one-way air fare via the most cost-effective route to *your* next destination (inbound and outbound).

Out-of-Pocket Expenses -

- G. Reimbursement of up to \$100 per day per *insured person* for expenses incurred for *accommodation*, meals, telephone, taxi and *ridesharing services* if *your trip* is interrupted or, if return home is delayed beyond the scheduled *return date*. This benefit is subject to a maximum of \$1,000 for all *insured person(s)*.

Limitations of coverage

Any transportation and out-of-pocket expenses benefits under this insurance must be undertaken on the earliest of:

- the date when *your* travel is medically possible; and
- within 10 days following *your* originally scheduled *return date* if *your* delay is not the result of hospitalization; or
- within 30 days following *your* originally scheduled *return date* if *your* delay is the result of hospitalization, when the benefit is payable because of a *medical condition* covered under one of the insured risks.

When a cause of cancellation occurs (the event or series of events that triggers one of the insured risks listed above) before *your* departure date, *you* must:

- a) cancel *your trip* with the travel agent, airline, tour company, carrier or travel authority etc. immediately, but no later than the business day following the cause of cancellation, and
- b) advise the Insurer at the same time.

The Insurer's maximum liability is the amounts or portions indicated in *your trip* contract that are non-refundable at the time of the cause of cancellation or on the next business day.

What assistance services are available?

Under this Certificate of Insurance, the following assistance services are available to you:

Emergency Message Centre

In case of a medical *emergency*, Global Excel will help exchange important messages with *your immediate family*, business or *physician*.

PRE-EXISTING CONDITION EXCLUSION

In addition to the exclusions outlined below under “General Exclusions,” the following exclusion applies to you.

This insurance will not pay any expenses relating to or in any way associated with:

- a) *Your* or *your spouse’s medical condition* or related condition (whether or not the diagnosis has been determined), if at any time in the 90 days before *your effective date*, *your* or *your spouse’s medical condition* or related condition has not been *stable*.
- b) *Your* or *your spouse’s heart condition* (whether or not the diagnosis has been determined), if at any time in the 90 days before *your effective date*:
 - any heart condition has not been *stable*; or
 - *you* or *your spouse* have taken nitroglycerin more than once per week specifically for the relief of angina pain
- c) *Your* or *your spouse’s lung condition* (whether or not the diagnosis has been determined), if at any time in the 90 days before *your effective date*:
 - any lung condition has not been *stable*; or
 - *you* or *your spouse* have been treated with home oxygen or taken oral steroids (prednisone or prednisolone) for any lung condition.

GENERAL EXCLUSIONS

This insurance will not pay any expenses relating to or in any way associated with:

1. Cancellation or interruption when *you* are aware, on the *effective date*, of any reason that might reasonably prevent *you* from travelling as booked;
2. Any *trips* purchased with points from a reward program other than the *Card* reward program.
3. A *trip* undertaken to visit or attend an ailing person, when the *medical condition* or death of that person is the cause of the claim.
4. The schedule change of a medical test or surgery that was originally scheduled before *your period of insurance*.
5. Routine pre-natal care.
6. If *you* are pregnant, *your pregnancy* or the birth and delivery of *your child*, or any complications of either, occurring in the nine weeks before or after *your* expected delivery date as determined by *your primary care physician* in *your province*. Note that a child born during a *trip*, even if born outside of the nine weeks before or after the expected delivery date, shall not be regarded as an *insured person* and shall not have coverage under this Certificate for the entire duration of the *trip* in which the child is born.
7. Participation:
 - a) as a *professional athlete* in a sporting event including training or practice;
 - b) in any motorized race or motorized speed contest;
 - c) in scuba diving (unless *you* hold a basic SCUBA designation from a certified school or other licensing body), hang-gliding, rock climbing, paragliding, skydiving, parachuting, bungee jumping, *mountain climbing*, rodeo, heli-skiing, any downhill skiing or snowboarding outside marked trails or any cycling racing event or ski racing event.
8. *Your* commission of a criminal act or *your* direct or indirect attempt to commit a criminal act.
9. *Your* intentional self-inflicted injury, *your* suicide or attempt to commit suicide.
10. Any *medical condition* arising from, or in any way related to, *your* chronic use of alcohol or drugs whether prior to or during *your trip*.
11. *Your* abuse of medication, drugs or alcohol, or deliberate noncompliance with prescribed medical therapy or treatment, whether prior to or during *your trip*.
12. *Your* anxiety or panic attack or state of mental or emotional stress unless such state was sufficiently severe as to require a medical consultation.

13. Any *medical condition* if you undertake *your trip* with the prior knowledge that *you* will require or seek treatment, surgery, investigations, palliative care or alternative therapy of any kind, regardless of whether the treatment, surgery, investigations, palliative care or alternative therapy is related in any way to the *medical condition*.
14. War (declared or not), act of foreign enemies or rebellion.
15. Any *medical condition* you suffer or contract, or any loss *you* incur in a specific country, region or area for which the Government of Canada has issued a travel advisory or formal notice, before *your* departure date, advising travellers to avoid non-essential travel or to avoid all travel to that specific country, region or area. If the travel advisory or formal notice is issued after *your* departure date, *your* coverage under this insurance in that specific country, region or area will be limited to a period of 10 days from the date the travel advisory or formal notice was issued, or to a period that is reasonably necessary for *you* to safely evacuate the country, region or area.
16. Ionising radiation or radioactive *contamination* from any nuclear fuel or waste which results from the burning of nuclear fuels; or, the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

HOW DO YOU SUBMIT A CLAIM?

1. When *you* call Global Excel at the time of an *emergency*, *you* are given all the information required to file a claim. Otherwise, please refer to the instructions below.
2. This insurance does not cover fees charged for completing a medical certificate.
3. *You* must file *your* claim with *us* within 90 days of *your* return to *your* *departure point*.
4. If *you* need a Claim & Authorization form, please contact *our* Claims Department at: **73 Queen Street, Sherbrooke, Quebec, J1M 0C9 +905-475-4822 or 1-800-243-0198**

We require the fully completed Claim & Authorization form, and where applicable:

- A medical document, fully completed by the legally qualified *physician* in active personal attendance and in the locality where the *medical condition* occurred stating the reason why travel was impossible, the diagnosis and all dates of treatment.
- Written evidence of the risk insured which was the cause of the cancellation, interruption or delay.
- Tour operator terms and conditions.
- Copy of AMEX statement or invoice showing payment of *your trip*.
- Complete original unused transportation tickets and vouchers.
- All receipts for the prepaid land arrangements and/or subsistence allowance expenses.
- Original passenger receipts for new tickets.
- Reports from the police or local authorities documenting the cause of the missed connection.
- Detailed invoices and/or receipts from the service provider(s).

FAILURE TO COMPLETE THE REQUIRED CLAIM & AUTHORIZATION FORM IN FULL WILL DELAY THE ASSESSMENT OF YOUR CLAIM.

OTHER CLAIM INFORMATION

During the processing of a claim, the Insurer may require *you* to undergo a medical examination by one or more *physicians* selected by the Insurer and at the Insurer's expense.

You agree that the Insurer and its agents have:

- a) *your* consent to verify *your* health card number and other information required to process *your* claim, with the relevant government and other authorities;
- b) *your* authorization to *physicians*, *hospitals* and other medical providers to provide to *us*, Global Excel and the Claims Centre, any and all information they have regarding *you*, while under observation or treatment, including *your* medical history, diagnoses and test results; and
- c) *your* agreement to disclose any of the information available under a) and b) above to other sources, as may be required for the processing of *your* claim for benefits obtainable from other sources.

You may not claim or receive in total more than 100% of *your* total covered expenses or the actual expenses which *you* incurred, and *you* must repay to *us* any amount paid or authorized by *us* on *your* behalf if and when *we* determine that the amount was not payable under the terms of *your* insurance.

GENERAL CONDITIONS

1. Any of *our* policies are excess insurance and are the last payors. All other sources of recovery, indemnity payments or insurance coverage must be exhausted before any payments will be made under any of *our* policies.
2. If *you* are eligible, from any other insurer, for benefits similar to the benefits provided under this insurance, the total benefits paid to *you* by all insurers cannot exceed the actual expense that *you* have incurred. *We* will coordinate the payment of benefits with all insurers from whom *you* are eligible for benefits similar to those provided under this insurance, to a maximum of the largest amount specified by each insurer.
3. If *you* incur expenses covered under this insurance due to the fault of a third party, *we* may take action against the party at fault. *You* agree to cooperate fully with *us* and to allow *us*, at *our* own expense, to bring a law suit in *your* name against the third party. If *you* recover against a third party, *you* agree to hold in trust sufficient funds to reimburse *us* for the amounts paid under the insurance.
4. Any information that has been misrepresented, mis-stated or is incomplete may result in this Certificate of Insurance and *your* coverage being null and void, in which case no benefits will be paid. *You* must submit any subsequent changes to the information in writing before *you* depart on *your* trip.
5. Payment, reimbursement and amounts shown throughout this contract are in Canadian dollars, unless otherwise stated. If currency conversion is necessary, *we* will use the exchange rate on the date the last service was rendered to *you*. This insurance will not pay for any interest.
6. This contract is void in the case of fraud or attempted fraud by *you*, or if *you* conceal or misrepresent any material fact or circumstance concerning this insurance.
7. Throughout this Certificate of Insurance, any reference to age refers to *your* age on *your* effective date.
8. When making a claim under this insurance, *you* must provide the applicable documents *we* require. Failure to provide the applicable documentation will invalidate *your* claim.
9. The Insurer, Global Excel, Amex Bank of Canada and their agents are not responsible for the availability, quality or results of medical treatment or transportation, or *your* failure to obtain medical treatment.
10. This Certificate of Insurance is the entire contract between *you* and the Insurer. Despite any other provision of this contract, this contract is subject to any applicable federal and provincial statutes concerning contracts of insurance.
11. On reasonable notice *you* or a claimant under the contract will be provided with a copy of the group contract (applicable only in those provinces where mandated by legislation and subject to certain access limitations permitted by applicable legislation).
12. 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 (for actions or proceedings governed by the laws of British Columbia, Alberta and Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.
13. The Insurer shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this Certificate of Insurance which would breach economic, financial, or trade sanctions imposed under the laws of Canada, the European Union, the United Kingdom, or any other applicable jurisdiction.

IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

Royal & Sun Alliance Insurance Company of Canada is committed to protecting your privacy and the confidentiality of your personal information. We will collect, use and disclose personal information for the purposes identified in our Privacy Policy. To obtain more information, you can review our Privacy Policy online at www.rsagroup.ca or request a copy by calling 1-888-877-1710.

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SECTION 5: UPDATES TO “PRIVACY NOTICE” SECTION OF YOUR CARDMEMBER AGREEMENT

Effective November 8, 2020, the “Privacy Notice” section of your Cardmember Agreement is replaced with the following:

Privacy Notice

In this Notice, the words “we”, “our” and “us” mean Amex Bank of Canada (“Amex Bank”), its affiliates (including Amex Canada Inc., a provider of travel related services also referred to as American Express Travel Services), and their agents and service providers (acting on their behalf).

“Personal information” is any information which relates to an individual and allows that individual to be identified (“Information”). “Aeroplan Corporate Card” means any American Express corporate card issued to you under the terms of an agreement with us. “Company” means the legal entity in whose name the account is opened and is whose name appears, in most instances, on the Aeroplan Corporate Card.

CONSENT TO USE OF PERSONAL INFORMATION

We collect, disclose, use and process Information: (1) to consider initiating and to initiate, maintain and develop our relationship with you in connection with our offering products and services generally, including helping us to understand the current and future needs of our customers and to otherwise analyze and manage our business; (2) to administer billing and accounting services and security measures in relation to your business with us; (3) to monitor your transactions; (4) to evaluate your credit standing; (5) to share and exchange reports and Information with credit reporting agencies, credit bureaus and/or any other person, corporation, firm or enterprise with whom you have or propose to have a financial relationship, and to use other third party databases (including registries and licensing authorities) or references provided by you to obtain or verify Information about your financial circumstances, your background or to identify you and detect fraud; we may verify name, address, phone number, email and other information; (6) as permitted by or to comply with legal and regulatory requirements; (7) to, unless prohibited at the Company’s request, promote and market products and services offered by us or other well established companies, including by means of direct marketing, through ordinary mail, e-mail, telephone or other available communication channels; (8) where the provision of services or benefits provided to you in relation to the account are offered by or include the participation of third party suppliers, to share and exchange with such third party suppliers and their agents and service providers any Information reasonably required for the provision of the service or benefit and, (i) sharing and exchanging with Aeroplan Inc. (“Aeroplan”) and Air Canada (and these references include their affiliates and agents) Information for use in the Aeroplan Program (the “Program”) and for Air Canada benefits including your Aeroplan number, your name, Company name, Program and Aeroplan Corporate Card account enrollment and status, card type, language preference and contact information including, address, phone numbers and email address; (ii) collecting from Aeroplan and Air Canada under (7)

Information about your participation in the Program including frequency and type of Program transactions, age band, contest participation, your Program tier and use of Program services, and points earned, transferred and redeemed, including frequency, and points balance; (9) to share or exchange with the Company, and its parent or affiliates and their respective service providers or agents, including, at the request of the Company, to process, consolidate and transmit Information to the Company's third party service provider for the purposes of preparing reports, analysis and other such services to be made available to the Company by such third party service provider; (10) to, if you participate in a recurring or automatic billing program with any business or supplier, share or exchange with the applicable business or supplier for the reasonably required purposes of your participation in such programs; and (11) If provided, your Social Insurance Number will be used to match credit bureau/reporting agency Information, to help ensure the accuracy of the Information collected and reported. Our customer service e-mail, text message and other electronic communications with you may include account alerts, statement, collection and other notices. You agree that we may monitor and record any of your telephone calls with us for the purposes of servicing accuracy, quality assurance and training. We may use Information in our records for as long as it is needed for the purposes described above even after our relationship with you has ceased.

You consent to our collection, disclosure, use and processing of Information for the purposes described above. You authorize third parties to give us the Information for these purposes. If you provide us with Information about any other individual, you confirm that the individual (i) has consented to our collection, disclosure, use and processing of that Information for these purposes as reasonably required and (ii) authorizes third parties to give us the Information for these purposes.

You may at any time refuse or withdraw your consent under (7) completely or you may select from any partial consent options we may make available by calling 1-800-716-6661 or 905-474-9329. Your request will be processed promptly but may not be captured for promotions already in progress. This will not limit Information we may provide you when you contact us.

NATURE OF INFORMATION COLLECTED

The Information we collect from time to time may include: (1) Information to identify you such as name, date of birth, contact information, drivers license or other identification, and your background (for example, occupation) as required by law; (2) Financial Information such as income, assets, payment history and credit worthiness; (3) Information for the provision of products and services (for example, language, travel, lifestyle and other preferences) and (4) Information relating to transactions arising from your relationship with or through us (depending on the product or service, this may include purchase details, details about how you make payments to us or use our products to make payments to others).

We collect Information from various sources including from you directly through applications, correspondence or other communications, through the products and services you use online and offline, from others with your consent such as credit reporting agencies and other lenders, third party databases (including registries, licensing authorities, identification services, telecom providers), references provided by you or other permitted sources.

In certain appropriate circumstances, we or others providing services through us may ask for health Information for specific services (such as insurance) or requests. This type of Information will not be used for any purpose other than to address the specific service or request. We will not request or use health Information to assess a credit application.

We will review and analyze Information in various ways. For example, we monitor transactions using proprietary techniques to help identify transactions that may be of risk from a credit, fraud or money laundering and terrorist financing perspective. This involves our understanding you and your ordinary use of our products and services in order to identify unusual activity. It also includes assessing Information in relation to Information from other sources including our own records to detect suspicious patterns or connections.

When we promote and market to you products and services offered by us or other well established companies (“promotions”), each promotion is carefully developed to ensure that it meets our standards. We try to make sure these promotions reach only those customers most likely to take advantage of them. To do this, we develop lists for use by us based on Information you have provided us on your applications, in surveys and other communications, Information derived from how you use our products that may indicate purchasing preferences and lifestyle, as well as Information available from external sources including consumer reports. We may also use that Information, along with non-credit Information from external sources, to develop lists that are used by us. The lists used to send you promotions are developed under strict conditions designed to safeguard the privacy of customer information.

YOUR CONSENT RIGHTS

Except in the limited circumstances where our use of Information is permitted or required by law, before using your Information for any new purposes we will explain them to you and seek your consent. Subject to legal and contractual restrictions, you can withdraw your consent to our use of your Information at any time with reasonable notice. For example, as described above you may choose not to receive marketing offers or other promotional materials. If you refuse or withdraw your consent for any purpose that is necessary for us to fulfill our product or service contract with you, we will not be able to provide you, or continue to provide you, with the product or service. In some cases, certain consents are mandatory and cannot be withdrawn. For example, once you have a card or other credit or charge product from us, you may not withdraw your consent relating to ongoing collection and disclosure of credit information. This is necessary to support and maintain the integrity of the credit granting process. Similarly, you cannot withdraw your consent on matters that are essential to the management of our businesses, including the disclosure of Information when we assign our rights to others such as for the sale or collection of debts.

WE PROVIDE FILE ACCESS

Customers have access to Information that is reasonably available and retrievable in the ordinary course of business. Upon your written specific request, we will disclose to customers Information about them that is entered in our records, and customers may correct Information that is inaccurate or incomplete. We will respond to a customer’s request, and advise the customer in advance of any charges for copies. Some information may not be accessed if it refers to others, is subject to legal privilege, contains confidential information, cannot be retrieved using a customer’s name or account number, cannot be disclosed for legal reasons, or as otherwise permitted by law. It should be noted that we do not record in customers’ individual files when Information was disclosed to third parties for routine purposes such as cheque printing, data processing, storage and regular updating of credit information to credit bureaus. If we are informed and it is determined that a customer’s Information in our files is inaccurate, we will correct it. Customers may access their Information by writing to: Compliance Department, Protection of Personal Information at our head office at PO Box 3204 STN F, Toronto, ON M1W 3W7. We will respond to a written request from you within 30 days of its receipt. If for any reason we do not grant you access, we will provide you with written reasons.

PRIVACY CODE

To obtain more information about our policies and procedures in protecting your privacy, you can visit our website at www.americanexpress.ca/privacy or call us at 1-800-716-6661 to request a copy of our Privacy Code. Our Privacy Code includes additional illustrative descriptions and examples to help you understand the nature of the information we collect and how it relates to many of the purposes in this Notice; our approach to processing and storage of information outside of Canada; and additional details about your consent rights.

Our Online Privacy Statement describes how we collect, use and disclose Information online including through websites, mobile applications and other online communications and content.



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