

# AMERICAN EXPRESS® CORPORATE AEROPLAN®\* PROGRAM TERMS AND CONDITIONS

## TABLE OF CONTENTS

<b>1. AEROPLAN POINTS .....</b>	<b>1</b>
<b>2. AIR CANADA TRAVEL BENEFITS .....</b>	<b>1</b>
<b>3. AMERICAN EXPRESS BENEFITS .....</b>	<b>5</b>
<b>4. INSURANCE.....</b>	<b>6</b>
<b>5. UPDATES TO THE AEROPLAN CORPORATE AGREEMENT ....</b>	<b>29</b>
5.1 Aeroplan Corporate Services Commercial Account Agreement Updates	
5.2 Schedule 26.4: Air Canada Cash Back Program Terms and Conditions Updates	

## SECTION 1: AEROPLAN POINTS

Participating cardmembers must qualify monthly to earn Aeroplan points. Subject to the terms and conditions of their Cardmember Agreement and the Aeroplan program terms, your employee's account must be in good standing in order to qualify to earn Aeroplan points.

Aeroplan points will be earned on the amount of all purchases less credits, returns and adjustments. Finance charges, annual fees, other fees and charges for travellers cheques and foreign currencies are not purchases and do not qualify for Aeroplan points.

## SECTION 2: AIR CANADA TRAVEL BENEFITS

Effective November 8th, 2020, the following benefits provided by Air Canada and Aeroplan will be available on your employee's American Express® Aeroplan® Corporate Card and 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](http://www.aircanada.com/baggage).

Available on the American Express® Aeroplan® Corporate Card and the American Express® Aeroplan® Corporate Reserve Card.

### **Status Qualification Boost**

For every \$5,000 or \$10,000 (depending on the card product) 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](http://www.aircanada.com/elite-termsandconditions).

Available on the American Express® Aeroplan® Corporate Card and the American Express® Aeroplan® Corporate Reserve Card.

### **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.

Available on the American Express® Aeroplan® Corporate Card and American Express® Aeroplan® Corporate Reserve Card.

### **Priority Airport Services**

The Cardmember, and up to eight (8) other passengers traveling on the same reservation (up to a maximum of nine (9) travelers), 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.

Available on the American Express® Aeroplan® Corporate Reserve Card.

### **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) travelers), 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](http://www.aircanada.com/elite-termsandconditions) for applicable Aeroplan Elite Status and eUpgrade conditions.

Available on the American Express® Aeroplan® Corporate Reserve Card.

### **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](http://www.aircanada.com/lounges-termsandconditions) for applicable Maple Leaf Lounges Terms and Conditions.

Available on the American Express® Aeroplan® Corporate Reserve Card.

## **Maple Leaf Lounge™ One-Time Guest Passes**

The Cardmember is entitled to receive one (1) Maple Leaf Lounge One-Time Guest Pass (each a “Guest Pass”) for every \$10,000 in net purchases charged to the card account (less any returns, credits and adjustments) prior to the Cardmembership anniversary up to a maximum of 4 guest passes in an annual period. A purchase must have a transaction date that is prior to the Cardmembership anniversary date and must be posted to the Cardmember’s account prior to the Cardmembership anniversary date in order to be considered. On each Cardmembership anniversary date, the calculation of the annual net purchases resets to zero and the Cardmembers must qualify again in the new annual period. All earned Guest Passes will be deposited in the Cardmember’s Aeroplan loyalty account up to 45 days following the Cardmembership anniversary date. Each Guest Pass will expire twelve (12) months from the date of issuance. One Guest Pass may be used for single admittance by either the Cardmember, or any guest(s) accompanying the Cardmember to access an eligible Air Canada Maple Leaf Lounge (as identified below) upon presentation of a Guest Pass, along with a same-day, confirmed ticket on a flight operated by Air Canada, Air Canada Rouge or under the Air Canada Express brand. Eligible Maple Leaf Lounges are limited to those Maple Leaf Lounges located in Canada and in the United States only and exclude international Maple Leaf Lounges located in the international departure zones of Canadian airports. Access also excludes Air Canada Signature Suites and lounges operated by third parties, such as the Star Alliance member airlines. Any guest entering a Maple Leaf Lounge using a Guest Pass must be accompanied by the eligible Cardmember. 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. Unused Guest Pass will automatically be cancelled on the date the card is closed, or if the card is changed to a different product. All Maple Leaf Lounges Terms and Conditions apply and can be reviewed at [www.aircanada.com/lounges-termsandconditions](http://www.aircanada.com/lounges-termsandconditions).

Available on the American Express® Aeroplan®\* Corporate Card.

## **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](http://www.aircanada.com/elite-termsandconditions).

Available on the American Express® Aeroplan®\* Corporate Reserve Card.

## **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](http://www.aircanada.com/eupgrade-termsandconditions).

Available on the American Express® Aeroplan® Corporate Reserve Card.

## **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](http://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](http://www.aircanada.com/conditionsofcarriage)) at the time of booking.

Available on the American Express® Aeroplan®\* Corporate Reserve Card.

## SECTION 3: AMERICAN EXPRESS BENEFITS

Effective November 8<sup>th</sup>, 2020, the following benefits provided by American Express will be available on your employee's 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](http://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](http://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](http://torontopearson.com).

## SECTION 4: INSURANCE

Effective November 6<sup>th</sup>, 2020, 15-Day Out of Province/Country Emergency Medical Insurance and Trip Cancellation & Trip Interruption Insurance will be added to the American Express Aeroplan Corporate Reserve Card and Lost or Stolen Baggage Insurance will be added to the American Express Aeroplan Corporate Card. Full details of the coverages as well as the Certificates of Insurance are below.

### **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 PS1047257741 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 may 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](http://www.rsagroup.ca) or request a copy by calling 1-888-877-1710.

This insurance product is underwritten by Royal & Sun Alliance Insurance Company of Canada.

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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*.

**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*.

<b>TRIP CANCELLATION / TRIP INTERRUPTION COVERAGE</b>	
<b>Risk</b>	<b>Maximum Sums for each Trip</b>
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 business partner, key employee or 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 business partner, key employee or caregiver.</i>	A	B, E & G	N/A
4	The admission to a <i>hospital</i> of <i>your host</i> 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 member</i> who is at <i>your destination.</i>	A	B, E & G	E & G
DEATH				
7	<i>Your death.</i>	A	B	N/A
8	The death of <i>your immediate family member or friend</i> (who is not at <i>your destination</i> ), <i>your business partner, key employee or caregiver.</i>	A	B, E & G	N/A
9	The death of <i>your travelling companion.</i>	A	B, E & G	E & G
10	The death of <i>your travelling companion's immediate family member, business partner, key employee or caregiver.</i>	A	B, E & G	N/A
11	The death of <i>your host</i> at destination, following an <i>emergency medical condition.</i>	A	B, E & G	N/A
12	The death of <i>your immediate family member or friend</i> , who is at <i>your destination.</i>	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 employer's</i> 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</i> , <i>your spouse</i> or <i>your dependent child</i> .	A	B, E & G	E & G
23	<i>You</i> , <i>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](http://www.rsagroup.ca) or request a copy by calling 1-888-877-1710.

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### **LOST OR STOLEN BAGAGGE INSURANCE**

Effective date of this Certificate: November 6, 2020.

**Lost or Stolen Baggage Insurance for AMEX Cardmembers and insured persons.** Amex Bank of Canada has been issued group insurance policy PSI047258521 for Lost or Stolen Baggage Insurance coverage by Royal & Sun Alliance Insurance Company of Canada (the “Insurer”). This Certificate of Insurance summarizes the provisions of the group insurance policy applicable to *your* AMEX card for Lost or Stolen Baggage Insurance.

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

**This Certificate contains clauses which may limit the amounts payable.**

## 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.

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

**Cardmember** - means a holder of a valid Basic or Supplementary *card* issued in Canada by Amex Bank of Canada who pays for the *full fare* using the valid Amex Bank of Canada *card*.

**Dependent children** - means any natural child, any legally adopted child, any step-child of or any child dependent upon the *cardmember* in a “parent-child” relationship for maintenance and support who is:

- Under the age of 21 years and unmarried;
- Under the age of 25 years and unmarried and in full time attendance at a college or university; or
- By reason of mental or physical infirmity, incapable of self-sustaining employment and totally dependent upon the *cardmember* for support within the terms of the Income Tax Act (Canada).

**Full fare** - means 100% of the airline ticket price, including taxes, was charged to the *card*. Full fare is extended to include airline tickets obtained through the redemption of points from the card reward program when applicable taxes have been charged to the *card*.

**Insured person** - means a *cardmember*, a *cardmember's spouse*, and a *cardmember's dependent children*, whether travelling together or not.

**Occurrence** - a loss or losses arising from a single event or incident which is neither expected nor intended by an *insured person*.

**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.

**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, yourself and your** - refer to the *insured person*.

## WHEN DOES COVERAGE BEGIN AND END?

Coverage begins when the baggage has been checked-in and is in the care, custody and control of a scheduled airline or charter airline, and for carry on baggage when the *insured person* boards the aircraft, provided that the *full fare* of the airline ticket is charged in advance to the *cardmember's card*.

Coverage ends on the earliest of:

1. when such checked-in baggage has been unloaded and placed in the airport terminal's baggage pick-up area for retrieval by the *insured person* and for carry on baggage when the *insured person* leaves the aircraft;
2. the date the *cardmember's card* account is cancelled;
3. the date the *cardmember's card* privileges are terminated;
4. the date the *cardmember's card* account is no longer in good standing as per the *cardmember's* Cardmember Agreement issued by Amex Bank of Canada;
5. the date the group insurance policy terminates.

## WHAT IS COVERED AND WHAT ARE THE BENEFITS?

We will pay the *insured person* for loss or damage to owned or borrowed baggage and personal effects used for the personal use of the *insured person* while in transit as checked-in baggage or carried on board a chartered flight supplied by a scheduled airline, or by a charter airline if such flight operates on a regular published schedule, when the *full fare* is paid with the *card*.

The maximum payable for any one *occurrence* is up to \$500 for all *insured persons* combined.

Of the \$500 limit of coverage, jewellery is limited to no more than \$300 per *occurrence* and no more than \$250 per *occurrence* will apply to golf clubs, including golf bags.

## **GENERAL EXCLUSIONS**

This insurance does not cover any loss, claim or expense of any kind caused directly or indirectly from:

1. Loss or damage to contact lenses, eyeglasses, sunglasses, artificial teeth and limbs, any device used to record images and/or sound and its equipment and accessories, including but not limited to cameras and camera equipment and accessories, any electronics including but not limited to laptops, ipods, MP3 players and cell phones, sports equipment (except golf clubs and golf bags; skis, ski poles and ski boots; and racquets), statuary, paintings, china or glass objects, objects of art or antiques, household effects and items pertaining to business, perishable items, animals and furs;
2. Cash, securities, bullion, negotiable property, tickets and valuable papers and documents;
3. Any illegal activity, fraud, or criminal activity, committed by or attempted by an *insured person*;
4. Loss or damage as a result of any act of war, whether declared or undeclared, hostile or war like action, insurrection, rebellion, revolution, civil war, usurped power, or action taken by government or public authority in hindering, combating or defending against such action;
5. Loss or damage as a result of terrorism, meaning any ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public;
6. Loss or damage as a result of nuclear reaction, nuclear radiation, or radioactive contamination, any weapon of war employing atomic fission or a radioactive force.

## **HOW DO YOU SUBMIT A CLAIM?**

1. *You* must file *your* claim with *us* within 30 days after the *occurrence*.
2. 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**

When submitting a claim, the following documentation is required (as applicable):

- A copy of the invoice/itinerary, and copy of the account statement in which the *full fare* expense appears, showing the *card* as the method of payment or showing it as a free ticket obtained through the redemption of points from the *card* reward program.
- A copy of the lost or damaged baggage report filed with the airline which includes the completed claim form itemizing the baggage's contents.
- Proof of settlement from the *insured person's* personal insurance company.
- Proof of settlement from the airline company.
- Estimate of repair (for damaged baggage/contents). If not repairable, a note from the repair facility stating same.
- Itemized original receipts for replacement items (if not repairable).

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

## **WHAT OTHER TERMS SHOULD YOU KNOW ABOUT?**

This Certificate of Insurance evidences the agreement between *you* and *us*. Despite any other provision of this agreement, this agreement is subject to any applicable federal and provincial statutes concerning contracts of insurance. This coverage may be cancelled, changed or modified at *our* option or at the option of Amex Bank of Canada at any time without notice. This Certificate of Insurance replaces any and all certificates previously issued to the *cardmember* with respect to group insurance policy PSI047258521.

1. This coverage is excess insurance and *we* are the last payors. All other sources of recovery, indemnity payments or insurance coverage must be exhausted before any payments will be made under this coverage.
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, or misstated to *us* by *you* 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.
5. Any claim for loss or damage covered under this Certificate of Insurance will be adjusted and paid when satisfactory proof of the loss or damage is provided to *us*. You must give proof of loss and values of the items lost or damaged to *us*. All benefits will be paid to the *insured person*.
6. *We* will not pay more than the lesser of the following amounts:
  - a. The actual replacement cost of the property at the time of loss or damage;
  - b. The amount for which the property could be replaced with property of like kind and quality if an identical replacement cannot reasonably be obtained;
  - c. The actual cash value of the item at the time of loss should it not be replaced;
  - d. The amount for which the property could be repaired to its condition prior to the damage;
  - e. The maximum benefit applicable under this Certificate of Insurance.
7. All payments shall be payable in the lawful currency of Canada. All benefit limits indicated are in Canadian currency. This insurance will not pay for any interest or any fluctuations in the exchange rate.
8. 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).
9. 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.
10. 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](http://www.rsagroup.ca) or request a copy by calling 1-888-877-1710.

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## SECTION 5: UPDATES TO THE AEROPLAN CORPORATE AGREEMENT

Effective November 6<sup>th</sup>, 2020, Section 26 of your Corporate Services Commercial Account Services Agreement (hereinafter referred to as the “**Agreement**”) and Schedules 26.6.1 and 26.6.2 are deleted and replaced with the following Section 26 and the Air Canada Cash Back Program Terms and Conditions Schedule 26.4.

The Agreement shall be updated, effective November 6<sup>th</sup>, 2020 as follows:

### **5.1 AEROPLAN CORPORATE SERVICES COMMERCIAL ACCOUNT AGREEMENT UPDATES**

Section 26 is deleted and replaced with the following:

#### **26 AEROPLAN CORPORATE CARD ACCOUNT**

- 26.1 **Charges and Use.** Corporate Card Accounts are used by the Company’s employees, who are designated by the Company and who are authorized to incur expenses on Company’s behalf (“Cardmembers”), for the following business purposes: (i) to purchase goods and services at merchants; (ii) to obtain cash advances where previously permitted by the Company; and (iii) otherwise as may be permitted by the Company and Amex Bank from time to time. Each Cardmember is responsible for all Charges posted to such Cardmember’s Corporate Card in accordance with the terms of the agreement between Cardmember and Amex Bank (the “Cardmember Agreement”).
- 26.2 **Delinquency.** Delinquency Assessments accrue and are calculated on the then outstanding balance of any Delinquent Charge, for each day that Delinquent Charge, or any part thereof, remains outstanding starting from 31 days after the date of the billing statement on which that Charge first appeared. Provided a Cardmember’s Corporate Card was current immediately prior to the date on which certain Charges became Delinquent, Amex Bank will waive and will not impose the Delinquency Assessment if all Delinquent Charges on such Corporate Card are paid in full before the end of the grace period allowed by Amex Bank (the “Corporate Card Delinquency Grace Period”). The Corporate Card Delinquency Grace Period is 30 days after the date of the billing statement on which the Charge first appears, unless amended.
- 26.3 **Liability.** The parties hereto agree that Combined Liability shall apply to Corporate Cards, in accordance with, and subject to the terms of Section 3.2(a) above.
- 26.4 **Air Canada Cash Back Program.** You agree to the Air Canada Cash Back Program terms and conditions attached as Schedule 26.4 and you will be enrolled in the Air Canada for Business Program by Air Canada. You acknowledge that notwithstanding any other Account you may hold with us, only Charges made to your American Express Aeroplan Corporate Card or your American Express Aeroplan Corporate Reserve Card will be included as eligible travel purchases for the purpose of calculating its eligibility for any benefits under the Air Canada Cash Back Program.
- 26.5 **Aeroplan Program.** Company acknowledges that Cardmembers are eligible, under the terms and conditions sent by Amex Bank to Cardmembers, to earn Aeroplan points under the Aeroplan Program (the “Aeroplan Program”) and the Aeroplan Points Optional Upgrade Program (the “Aeroplan Points Upgrade Program”) offered by Amex Bank. You agree to permit all employees who are Cardmembers, to participate in the Aeroplan Program, and in the Aeroplan Points Upgrade Program if they so choose. The Aeroplan Points Upgrade Program annual enrolment fee will be billed to the Aeroplan Account, if applicable. In no event does the Company have any rights against us and our affiliates in respect of the Aeroplan Program, the Aeroplan Points Upgrade Program or the Aeroplan points.

- 26.6 You acknowledge that Cardmembers will be sent information on the Aeroplan Program, including how to enroll and fees associated with enrolment in the Aeroplan Points Upgrade Program, from time to time and that all Cardmembers will receive information updates and related mailings regarding Aeroplan points from us. You understand and agree that: (i) all Aeroplan points earned by a Cardmember are for the sole benefit and use of the Cardmember even if Company has paid the Aeroplan Points Upgrade Program fees, and (ii) Aeroplan points can only be earned by, issued to and redeemed by the Cardmember.
- 26.7 You acknowledge that we share and exchange information with Aeroplan Inc. (“Aeroplan”) and Air Canada (and these references include their affiliates and agents) including but not limited to: unique corporation identifier, transaction identifier, merchant category, transaction amount, and transaction date.

## **5.2 SCHEDULE 26.4: AIR CANADA CASH BACK PROGRAM TERMS AND CONDITIONS UPDATES**

Schedules 26.6.1 and 26.6.2 of the Agreement are deleted and replaced with the following Schedule 26.4:

### **Schedule 26.4: Air Canada Cash Back Program Terms and Conditions**

These terms and conditions govern your participation in the Air Canada Cash Back Program (the “CB Program”) for American Express Aeroplan Corporate Card (“CB Terms”). Under the CB Program you may be eligible, subject to the CB Terms, to receive cash back incentives from Air Canada by charging air travel on Air Canada operated scheduled flights to your American Express Aeroplan Corporate Card or your American Express Aeroplan Corporate Reserve Card.

#### **Definitions:**

Unless otherwise specifically defined in this Schedule, all capitalized terms will have the same meaning as provided for in your Letter Agreement. In this Schedule, unless the context otherwise requires:

**“Aeroplan Account”** means an Account forming part of our Aeroplan Corporate Card program and linked to your American Express Aeroplan Corporate Card or your American Express Aeroplan Corporate Reserve Card.

**“Air Canada for Business”** means Air Canada’s travel program for businesses. **“Air Travel”** means any and all business and/or consumer passenger scheduled air transport for all classes and types of fares over any Air Canada or its subsidiaries’ lines and/or flights. Air Travel for Air Canada Flight Pass is subject to terms and conditions set by Air Canada.

**“Cash Back Incentive”** means the cash back incentive to be paid to you by Air Canada pursuant to the CB Terms.

**“Company Information”** includes, but is not limited to, Company name, address and phone number, Company industry type, Company statistics, Program and Card account enrollment and status, card type, language preference and contact information of Authorized Users and Program Administrators including, address, phone numbers and email address.

**“Eligible Travel Purchases”** means (a) the purchase price of Flight Pass, excluding all applicable sales taxes, such as Canadian federal and provincial sales taxes, airport and third party fees and charges and (b) purchases of Air Travel which have been fully taken or flown by the applicable passenger (including charges, fees, fare adjustments, agency commissions and any Air Canada charge for use of the Aeroplan Account paid in relation to the Eligible Travel Purchases) but excludes all applicable sales taxes, such as Canadian federal and provincial sales taxes, airport and third party fees and charges, and flown flights from Flight Pass purchases for which a charge is incurred (including, for greater certainty, charges for the purchase of Air Travel made by mail, telephone, at unattended Air Canada locations or via the Internet if processed under a valid service establishment number assigned to Air Canada by Amex Bank) and for which an Air Canada carrier code is billed to the Account but excludes Air Canada Vacations purchases and purchases of code share services when Air Canada is not the operating carrier and also excludes the following charges for the purchase of Air Travel:

- (i) for purposes of resale, or in a secondary or subsequent transaction of purchase and sale;
- (ii) from tour operators and/or consolidators;
- (iii) pursuant to an Air Canada corporate program agreement;
- (iv) that is not ticketed on any Air Canada or Air Canada (or its subsidiaries) airline ticket and/or are not validated to Air Canada or an Air Canada (or its subsidiaries);
- (v) that are refunded and/or not flown (only in the case of non-Air Canada Flight Pass purchases);
- (vi) through a travel agent where the Air Canada merchant plate is not used for the Aeroplan Corporate Card transaction;
- (vii) travel industry discounted tickets; and
- (viii) made in contravention of applicable fare rules contained in Air Canada's (or its subsidiaries) tariffs and by Air Canada's (or its subsidiaries) ticketing instructions, as established from time to time.

**“Flight Pass”** means, subject to change from time to time, a defined prepaid package of one-way flight segments for different bookings to designated destinations within the applicable prepaid package offered by Air Canada for flights on Air Canada, including charges, fees, fare adjustments, agency commissions and any Air Canada Airline entity charge for use of the Flight Passes, less any Flight Pass credits and returns, all as charged to an Aeroplan Corporate Card and eligible to be included in Eligible Travel Purchases, but excluding all applicable sales taxes, such as Canadian federal and provincial sales taxes, airport and third party fees and charges.

**“Incentive Year”** means the period you are participating in the CBL Program, ending December 31st each year, in relation to which the Cash Back Incentive is calculated, as determined by Amex Bank. No Incentive Year will exceed 366 days.

### **Participation.**

You are eligible to participate in the CB Program if you meet the minimum participation requirements as established by us and Air Canada from time to time. Your participation in the CB Program will commence upon you agreeing to these CB Terms, our acceptance of and enrolment of you in the CB Program, which may be done at our discretion, and your enrollment in Air Canada for Business. You are not eligible to participate in the CB Program if you are not enrolled in Air Canada for Business.

Cash Back Incentives may not be available in conjunction with any other rebate or discount arrangement between you and Air Canada (or any of its subsidiaries) in relation to Air Canada or an Air Canada subsidiaries' air travel fares. This does not apply to rebates or discounts offered to you by a travel agent or travel manager on their own behalf and not on behalf of Air Canada or an Air Canada subsidiary. In addition, Air Canada reserves the right to exclude at its discretion any company or business entity from the CB Program that is in contravention of any applicable fare rules contained in Air Canada's (or its subsidiaries) tariffs or to Air Canada's (or its subsidiaries) ticketing instructions established from time to time, in a manner that, in the sole judgment of Air Canada, has caused or is likely to cause substantial damage to Air Canada (or its subsidiaries).

If, in any year, you join the CB Program after January 1, the Cashback Incentive shall be applied to your participation in that year on a pro rata basis. If on December 31, in any year, all American Express Aeroplan Cards on your Account have been cancelled, no Cashback Incentive will be paid for that year. If, in any year, your total Cashback Incentive is less than \$10.00 CDN, no Cashback Incentive will be paid.

Travel agents are not eligible for participation in the CB Program or for Cash Back Incentives under the CB Terms.

### **Calculation and Payment of Incentives.**

Subject to the CB Terms, your Cash Back Incentive is determined based upon the amount of your Eligible Travel Purchases billed to the Aeroplan Account in each Incentive Year while you are participating in the CB Program. The amount of Cash Back Incentive payable is determined by multiplying your Eligible Travel Purchases for the applicable Incentive Year by 1.5 percent. Unless otherwise

notified in accordance with these CB Terms, Cash Back Incentives will be paid in arrears in Canadian currency to the Company at the address of record with us after the end of the applicable Incentive Year, or more frequently, in our sole discretion.

All Cash Back Incentives payable, if any, are payable to the Company and will not be paid to individual Authorized User.

Cash Back Incentives may be subject to taxes including HST adjustments. You are advised to check with its accountant and/or tax advisor for further information. You are liable for any and all taxes payable in respect of any Cash Back Incentives paid hereunder.

#### **Exclusions and Adjustments.**

If an air travel purchase is refunded or the flight is not taken (only in the case of non-Air Canada Flight Pass purchases), the applicable amount will be excluded from the Eligible Travel Purchases determinations.

Cash Back Incentives are not applicable to Charges on American Express Cards other than the American Express Aeroplan Corporate Card or the American Express Aeroplan Corporate Reserve Card. No Charges made prior to the issuance of an Aeroplan Account will be included.

Cash Back Incentives are based on the charge data in the relevant Amex Bank billing statements or other records and on the flown data records of Air Canada, both of which will be conclusive for these purposes.

Any claim that the Cash Back Incentives has been incorrectly calculated must be received by us within 30 days after the Cash Back Incentives statement is issued. Failure to make a claim within that period constitutes acceptance of the Cash Back Incentive amount and no later claim will be considered.

Cash Back Incentives cannot be exchanged for any other form of consideration, pooled with other incentives, rebates or benefits, or paid to anyone other than the Company.

#### **Cash Back Incentive Statements.**

We will provide Cash Back Incentive statements to you annually, or more frequently, in our sole discretion. The Cash Back Incentive statements will be in such form and will use such methods as we may determine from time to time at our discretion.

#### **Changes to Rebate Program.**

We may determine in our sole discretion the manner in which the CB Program will operate and be administered, including without limitation the calculation of Eligible Travel Purchases and Cash Back Incentives. We reserve the right at all times to make any changes to any of the CB Terms, including, but not limited to changes to the definition of Eligible Travel Purchases, CB Program eligibility requirements and the timing method of calculation and form of payment of Cash Back Incentives.

We will advise you of any changes to the CB Terms in a manner determined by us but will not be liable in any way for any failure to do so. Without limiting this section in any way, you will be taken to have received notice of any changes to the CB Terms when we notify you of the change by any method, including but not limited to by providing notice to the address or email address provided by you to us, by posting details of the changes on our website.

#### **Liability.**

Any Cash Back Incentive payable to you under the CB Program is to be paid by Air Canada. We will collect and receive any such Cash Back Incentives from Air Canada on your behalf and we will remit any such Cash Back Incentives to you on behalf of Air Canada. We are not responsible for the payment, terms of, continuation of or amendments to Air Canada's participation in the CB Program and are not liable for such terms of, the continuation of or amendments to Air Canada's participation in the CB Program or for the payment of any Cash Back Incentives pursuant to the CB Program. Except as otherwise prohibited by applicable law, we shall not be liable for any act or omission of Air Canada or any Air Canada subsidiary providing goods and services.

### **Breach of Terms and Conditions and Right of Set Off.**

Any breach of these CB Terms, the Letter Agreement or the Aeroplan Corporate Card Member Agreement by you or an Authorized User, whether intentional or otherwise, may result in suspension or termination of Cash Back Incentives without liability at our discretion.

In order for you to be eligible to receive any Incentives, you and any Authorized User must not:

- a) assign or otherwise transfer your Air Canada Eligible Travel Purchases or your participation in the CB Program;
- b) allow anything, or take any action, which directly or indirectly has the effect of circumventing the spirit of the terms and conditions of the CB Program including without limitation charging your Air Travel purchases to another party and/or allowing another party to charge its Air Travel purchases to the Account;
- c) abuse any benefits, facilities, services or arrangements accorded to your or the Authorized User by Air Canada (or its subsidiaries) or us;
- d) act in any way which is likely to be detrimental to the our or Air Canada (or its subsidiaries) interests;
- e) supply or attempt to supply misleading information, or make any misrepresentation to us or Air Canada; or,
- f) act in any way which in our reasonable opinion breaches or is likely to breach the CB Terms.

We reserve the right to reverse or cancel any Cash Back Incentives credited to you incorrectly, not in accordance with, or in breach of these CB Terms at any time without liability. We reserve the right to set off and deduct from Cash Back Incentives payable to you, any monies owed by you to us or any of your related bodies corporate.

### **Disclosure of Information.**

It is a condition of your participation in the CB Program that you consent and authorize us and Air Canada to exchange and use Company Information regarding Company, Aeroplan Corporate Card Members, the Aeroplan Accounts and the use of Aeroplan Corporate Cards for the purposes of:

- a) calculating eligibility for and providing Cash Back Incentives;
- b) research, marketing, product development and planning;
- c) contacting you to administer the CB Program or Air Canada Business;
- d) marketing products or services or the products or services of selected third parties; and
- e) any third-party providing services to Air Canada or us in connection with the administration of Cash Back Incentives or the Aeroplan Corporate Card.

This Aeroplan Information may be transferred to or from Air Canada for any the above purposes. If you do not provide all or any of the requested information, the services provided by Air Canada or us may be affected and you may not earn the Cash Back Incentive you are eligible for.

### **No Assignment.**

Any services within this Schedule are only to be granted by us to you and cannot be assigned by you to third parties. You shall not assign your Eligible Travel Purchases or your participation in the CB Program to any third party.

### **Term and Termination.**

This Schedule shall continue in full force and effect until terminated by either party pursuant to the provisions of Section 4.1 of the Letter Agreement. Termination of your participation in the CB Program shall not constitute termination of any other Accounts you have with us. We may cancel your participation in the CB Program at our discretion, with or without cause.







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