

AMERICAN EXPRESS®  
BUSINESS GOLD REWARDS CARD

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# FLIGHT AND BAGGAGE DELAY AND HOTEL BURGLARY INSURANCE

Effective Date of this Certificate:  
October 8, 2021.

## INTRODUCTION

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### **Flight and Baggage Delay and Hotel Burglary Insurance for AMEX Cardmembers and insured persons.**

Amex Bank of Canada has been issued group insurance policy PSI047258505 for Flight and Baggage Delay and Hotel *Burglary* 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 Flight and Baggage Delay and Hotel *Burglary* Insurance.

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

## WHAT TO DO IN AN EMERGENCY?

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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:

**1-866-426-7505 toll-free from the US & Canada, or  
(905) 816-1884 collect from anywhere in the world**

## DEFINITIONS

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

**Aggregate Limit** - the maximum amount which will be paid as the result of any covered *occurrence* regardless of the number of fares charged to the *card*. If the total amount claimed by the *insured persons* as a result of any one covered *occurrence* is more than the *aggregate limit*, the amount to be paid will be prorated for all *insured persons*.

**Burglary** - the taking of or damage to personal property as a result of illegal entry into *your* hotel premises for which there are visible signs of force made by tools, explosives, electricity or chemicals.

**Card** - means an American Express® Business Gold Rewards Card.

**Cardmember** - means a holder of a valid Basic or Supplementary *card* from American Express issued in Canada by Amex Bank of Canada who pays for the *full fare* (Coverages A, B and C) or who reserves and pays for the hotel room (Coverage D) using the valid Amex Bank of Canada *card*.

**Daily basis** - means the remainder of time left in any day of the week, ending at 12:00 A.M. (midnight) of the same day.

**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:

- a) Under the age of 21 years and unmarried;
- b) Under the age of 25 years and unmarried and in full time attendance at a college or university; or
- c) 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).

**Deplaning** - means exiting from the aircraft once it has arrived at the scheduled destination point.

**Essential Clothing** - means the minimum basic clothing that is absolutely necessary and indispensable due to the delay of baggage as determined by *us*.

**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*. *Full fare* is also extended to include free hotel stays obtained through the redemption of points from the *card* reward program.

**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*.

**Outbound** - any flight that is away from an *insured person's* place of residence or any flight that is not a return flight that will be landing at the *insured person's* place of residence.

**Reasonable Living Expenses** - an *insured person's*, reasonable expenses for meals and accommodation as determined by *us*.

**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.

**Sundry Items** - means items such as toiletries, a magazine, a paperback book and other reasonable small item purchases as determined by *us*.

**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?**

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Coverage begins for an *insured person*;

**For Coverage A, B, and C** - when the *full fare* of the *insured person's* airline ticket is charged in advance to the *cardmember's card*.

**For Coverage D** - when the cost of the *insured person's* hotel room is reserved, booked and charged to the *cardmember's card*.

Coverage ends on the earliest of:

1. when *you* return to *your* place of residence;
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?**

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### **Coverage A - Missed Connection**

If due to the delay of the *insured person's* incoming flight, the *insured person* misses a confirmed onward connecting flight and no alternative onward transportation is made available within four (4) hours of *deplaning*, we will pay the *insured person's* necessary and *reasonable living expenses* incurred within forty-eight (48) hours of *deplaning* and other *sundry items*.

## Coverage B - Delayed Flight Departure or Denied Boarding

If the *insured person's* confirmed scheduled departure from any airport is delayed for four (4) hours or more, or the *insured person* is denied boarding of the aircraft due to overbooking and no alternative transportation is made available to the *insured person* within four (4) hours of the scheduled departure time of the original flight, we will pay the *insured person's* necessary and reasonable living expenses incurred within forty-eight (48) hours of the delay or denied boarding and other *sundry items*.

## Coverage C - Emergency Baggage Delay

If the *insured person's* accompanying checked-in baggage is not delivered to them within six (6) hours of the *insured person's* arrival at the *outbound* scheduled flight destination point, we will pay for the *insured person's* immediate reasonable and necessary expenses incurred on a *daily basis* with respect to emergency purchases of *essential clothing* and other *sundry items*, provided such expenses are incurred within four (4) days of the *insured person's* arrival at the *outbound* scheduled destination point and prior to the return of such baggage.

**The maximum aggregate limit payable under Coverage A, B, or C in respect of any one occurrence is \$500.00.**

## Coverage D - Hotel Burglary

If the *insured person* suffers a loss due to *burglary* into their hotel room while registered as a guest of a hotel, we will reimburse the *insured person* for the loss of personal items (excluding cash) upon receipt of due proof of loss.

**The maximum payable under Coverage D is \$500.00 per burglary occurrence.**

## GENERAL EXCLUSIONS

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

1. Alternate travel arrangements made by the *insured person* such as a taxi, limo, bus or the purchase of an airline ticket;
2. Emergency Baggage Delay as a result of a flight that is returning to an *insured person's* place of residence;
3. Failure of any device to correctly read or interpret date/time data;
4. Any illegal activity, fraud, criminal activity, committed by or attempted by an *insured person*;
5. Any act of war, whether declared or undeclared, hostile or warlike action, insurrection, rebellion, revolution, civil war, usurped power, or action taken by government or public authority in hindering, combating or defending against such action;
6. 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;
7. Nuclear reaction, nuclear radiation, or radioactive contamination, any weapon of war employing atomic fission or a radioactive force.

## HOW DO YOU SUBMIT A CLAIM?

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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

905-816-2567 or 1-866-426-7496

3. When submitting a claim, the following documentation is required:

**For Coverages A & B:**

- Itemized original receipts for actual expenses incurred.
- A copy of the travel agent's invoice/itinerary, and a 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.
- Alternate boarding pass or flight delay report from airline.

**For Coverage C:**

- Itemized original receipts for actual expenses incurred.
- A copy of the travel agent's invoice/itinerary, and a 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.
- Verification from the airline of the delay including reason, duration of delay, and any compensation issued.
- Proof of delivery confirming date/time baggage was delivered.

**For Coverage D:**

- Invoice issued by hotel.
- A copy of the account statement in which the full cost of the hotel appears, showing the *card* as the method of payment.
- Police report confirming forced entry and a hotel *burglary* report.
- Receipts for repaired or replaced items.

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

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

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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 PSI047258505.

1. In case of an *occurrence* or loss covered by this Certificate of Insurance the *insured person* must comply with the following requirements. Failure by the *insured person* to comply with these conditions shall invalidate any claims under this Certificate of Insurance.
  - a. Notify *us* as provided above;
  - b. In the case of Coverage D take all reasonable steps to protect, save or recover the property;
  - c. In the case of Coverage D, promptly notify either the police or other proper authority. Police report and official letter from hotel must be received in writing (copy of such is necessary to validate the claims);
  - d. Provide, within ninety (90) days from the date of loss or damage, the documents specified under "How do *you* submit a claim?"
2. 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.

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. 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.
5. 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.
6. Any claim for a loss covered under this Certificate of Insurance will be adjusted and paid when satisfactory proof of the loss is provided. Any claim for lost property covered under this Certificate of Insurance will be adjusted and paid if the property is not found within fourteen (14) days. The *insured person* must give proof of loss and values of the items lost to *us*. All benefits will be paid to the *insured person*.
7. *We* will not pay more than the lesser of the following amounts:
  - a. The actual replacement value 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 amount for which the property could be repaired to its condition prior to the damage;
  - d. The maximum benefit applicable for each coverage under this Certificate of Insurance.
8. 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.
9. No legal action for a claim can be brought against *us* more than one (1) year after the time for giving proof of loss, or such longer period as may be prescribed by law.

At *your* option, *you* may request that any dispute with *us* relating to this insurance be decided by arbitration. If *we* agree with your request, the arbitration will be before a single arbitrator in, and under the rules embodied in the arbitration legislation of, the Canadian province or territory in which this insurance was issued to the *cardmember*. In the absence of such legislation, the arbitration will be conducted under the rules embodied in the Commercial Arbitration Act, R.S.C. 1985, C.17 (second supp.), as amended.

10. **This 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.**
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**

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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 BAGGAGE INSURANCE

Effective Date of this Certificate:  
October 8, 2021.

## INTRODUCTION

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### **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.

### **WHAT TO DO IN AN EMERGENCY?**

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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:

**1-866-426-7505 toll-free from the US & Canada, or  
(905) 816-1884 collect from anywhere in the world**

## DEFINITIONS

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

***Card*** - means an American Express® Business Gold Rewards Card.

***Cardmember*** - means a holder of a valid Basic or Supplementary *card* from American Express 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 stepchild of or any child dependent upon the *cardmember* in a “parent-child” relationship for maintenance and support who is:

- a) Under the age of 21 years and unmarried;
- b) Under the age of 25 years and unmarried and in full time attendance at a college or university; or
- c) 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?**

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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?**

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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**

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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?**

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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**  
**905-816-2567 or 1-866-426-7496**

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?**

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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. No legal action for a claim can be brought against *us* more than one (1) year after the time for giving proof of loss, or such longer period as may be prescribed by law.

At *your* option, *you* may request that any dispute with *us* relating to this insurance be decided by arbitration. If *we* agree with *your* request, the arbitration will be before a single arbitrator in, and under the rules embodied in the arbitration legislation of, the Canadian province or territory in which this insurance was issued to the *cardmember*. In the absence of such legislation, the arbitration will be conducted under the rules embodied in the Commercial Arbitration Act, R.S.C. 1985, C.17 (second supp.), as amended.

9. 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).
10. 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.
11. 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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# \$100,000 TRAVEL ACCIDENT INSURANCE

Chubb Life Insurance Company of Canada  
Head Office in Canada: Toronto, Ontario  
(Herein called the Company)

Effective Date of this Certificate:  
October 1, 2016

## COVERED PERSONS

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An individual shall qualify as a Covered Person under the Master Group Policy TMH600135 (“the Policy”) with the benefits described in this certificate only if he or she is:

- A. a Basic or Supplementary Cardmember who has an American Express® Business Gold Rewards Card issued by Amex Bank of Canada (“American Express”) in his or her name; or
- B. the Spouse or dependent child under age 23 of such person; and
- C. the American Express Card account is billed in Canada.

## IMPORTANT DEFINITIONS

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For purposes of the Policy, “American Express Card” unless otherwise specified means any of the Cards or Accounts listed in Category A above.

“**Basic Cardmember**” means any individual who has asked the Policyholder to issue one or more American Express Cards and who has an American Express Card account.

“**Common Carrier Conveyance**” means an air, land or water vehicle (other than a rental vehicle) operated by a common carrier licensed to carry passengers for hire and available to the public.

“**Covered Trip**” means:

1. a trip taken by the Covered Person between the point of departure and the final destination as shown on the Covered Person’s ticket or verification issued by the Common Carrier Conveyance, and
2. the Covered Person’s fare for such trip has been charged to an American Express Card prior to any Injury.

“**Injury**” means a bodily injury which:

1. is caused by an accident which occurs while the Covered Person’s insurance is in force under the Policy; and
2. results in Loss insured by the Policy and due, directly and independently of all other causes, to such accident.

“**Scheduled Airline**” means an airline maintaining regular published schedules (or recognized by the Company as meeting similar criteria) which is licensed for the transportation of passengers by the duly constituted authority having jurisdiction over civil aviation in the country of its registry. In no event shall the term “Scheduled Airline” include any air carrier designated or licensed by the governmental authority having jurisdiction over civil aviation as being a Supplemental, Non-Certificated, Irregular or Non-Scheduled air carrier.

“**Spouse**” means a person who is legally married to the Covered Person (“Married Spouse”) or a person who has been living in a conjugal relationship with the Covered Person for the last 12 months, has been publicly represented

as the Covered Person's partner and who resides in the same household as the Covered Person ("Cohabiting Spouse").

**"Supplementary Cardmember"** means any individual who has received an American Express Card at the request of a Basic Cardmember for use in connection with the Basic Cardmember's American Express Card account.

## **BENEFIT AMOUNTS**

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LOSS OF LIFE	\$100,000
DISMEMBERMENT	
Loss of both hands or both feet	\$100,000
Loss of one hand and one foot	\$100,000
Loss of the entire sight of both eyes	\$100,000
Loss of the entire sight of one eye and one hand or one foot	\$100,000
Loss of one hand or one foot	\$50,000
Loss of the entire sight of one eye	\$50,000

The Company will pay the applicable benefit amount above if a Covered Person suffers a Loss from an Injury while coverage is in force under the Policy, but only if such Loss occurs within 100 days after the date of the accident which caused the Injury. In no event will the Company pay for more than one Loss sustained by the Covered Person as a result of any one accident. The benefit amount paid will be for the greatest Loss.

"Loss" as used above with reference to a hand or foot means complete and permanent severance through or above the wrist or ankle joint, and as used with reference to an eye means the irrecoverable loss of the entire sight of such eye.

## **\$100,000 MAXIMUM INDEMNITY PER COVERED PERSON**

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In no event will multiple American Express Cards obligate the Company under the Policy in excess of the highest amount payable under one American Express Card, as stated in "Benefit Amounts", for any one Loss sustained by any one individual Covered Person as a result of any one accident.

## **DESCRIPTION OF BENEFITS**

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### **Common Carrier Benefit:**

A benefit is payable under the Policy if the Covered Person sustains Injury as a result of an accident which occurs while riding solely as a passenger in or boarding or alighting from a Common Carrier Conveyance or being struck by such Common Carrier Conveyance on a Covered Trip.

### **Alternate Transportation Benefit:**

A benefit is payable under the Policy if the Covered Person sustains Injury as a result of:

1. an accident which occurs on a Covered Trip while riding as a passenger in or boarding or alighting from any conveyance providing alternate transportation for a Scheduled Airline flight which was delayed or rerouted, requiring the carrier which would have operated the flight to arrange for such alternate transportation; or
2. being struck by a conveyance providing alternate transportation for a Scheduled Airline flight.

## **EXPOSURE AND DISAPPEARANCE**

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If the Covered Person is unavoidably exposed to the elements because of an accident on a Covered Trip which results in the disappearance, sinking or wrecking of a Common Carrier Conveyance, and if as a result of such exposure the Covered Person suffers a Loss for which benefits are otherwise payable under the Policy, such Loss will be covered under the Policy.

If the Covered Person disappears because of an accident on a Covered Trip which results in the disappearance, sinking or wrecking of a Common Carrier Conveyance, and if the Covered Person's body has not been found within 52 weeks after the date of such accident, it will be presumed, provided there is no evidence to the contrary, that the Covered Person suffered Loss of life as a result of Injury covered by the Policy.

## **EXCLUSIONS**

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The Policy does not cover any Loss caused or contributed to by (1) suicide or intentionally self-inflicted Injury by the Covered Person, or any attempt thereat, while sane or insane; (2) war or any act of war, whether declared or undeclared; however, any act committed by an agent of any government, party or faction engaged in war, hostilities or other warlike operations provided such agent is acting secretly and not in connection with any operation of armed forces (whether military, naval or air forces) in the country where the Injury occurs shall not be deemed an act of war; (3) the commission or aiding and abetting in the commission of an offense under the Criminal Code of Canada or the laws of another country, or any attempt thereat, by or on behalf of the Covered Person or his or her beneficiaries; (4) Injury sustained while serving as an operator or crew member of any conveyance; (5) Injury received while driving, riding as a passenger in, boarding or alighting from a rental vehicle; (6) the Covered Person taking any alcohol, drug, medication, gas or poison unless taken as prescribed by a physician; (7) directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release of or exposure to any hazardous biological, chemical, nuclear or radioactive material, gas, matter or contamination.

## **INDIVIDUAL TERMINATION**

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The insurance of any Covered Person will terminate: (1) on the date the Policy terminates; or (2) on the date the person ceases to be a Covered Person under the Policy.

## **CLAIMS**

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Written notice of claim must be given to Chubb Life Insurance Company of Canada, 199 Bay Street - Suite 2500 P.O. Box 139, Commerce Court Postal Station Toronto, Ontario M5L 1E2 within 30 days after the occurrence of any Loss covered by the Policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the claimant with information sufficient to identify the Covered Person shall be deemed notice to the Company. The benefit payable for any Loss will be paid upon receipt of due written proof of such Loss.

## **PAYMENT OF CLAIMS**

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Benefits for all Losses sustained by a Covered Person will be paid to the Covered Person, if living, and otherwise to the surviving person, or equally to the surviving persons, in the first of the following classes of beneficiaries in which there is a living member:

- a. the Covered Person's Spouse. If there is more than one Spouse, "Spouse" shall mean the Cohabiting Spouse at the time of the Covered Person's Loss;
- b. the Covered Person's children including legally adopted children provided that if the Covered Person has any surviving grandchildren by a Covered Person's child that has not survived the Covered Person, such grandchildren will share equally the share that would have been paid to their parent had he/she survived the Covered Person;
- c. the Covered Person's estate.

**This 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.**

In determining such person or persons, the Company may rely upon an affidavit by a member of any of the classes of beneficiaries described above. Payment based upon any such affidavit shall fully discharge the Company from all obligations under the Policy unless, before such payment is made, the Company has received at the address specified above written notice of a valid claim by some other person(s). Any amount payable to a minor may be paid to the minor's legal guardian.

## **GENERAL PROVISIONS**

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You and any claimant under the Group Policy have the right to obtain a copy of your application, any written evidence of insurability (as applicable) and the Group Policy, on request.

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, Limitations Act, 2002, or in other applicable legislation.

The benefits described herein are subject to all of the Terms and Conditions of the Group Policy which is held by Amex Bank of Canada and may be examined at the office of the Policyholder. This Certificate replaces any prior Certificate which may have been furnished in connection with the Policy. Further information about the Policy may be obtained by calling 1-877-777-1544.

## **PROTECTING YOUR PERSONAL INFORMATION**

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At Chubb, We are committed to protecting Our customers' privacy. Chubb's policy is to limit access to customer information to those who need it to serve customers' insurance needs and to maintain and improve customer service. The information provided by customers is required by us, Our reinsurers and authorized administrators to assess customers' entitlement to benefits, including but not limited to determining if coverage is in effect, investigating the applicability of exclusions and co-ordinating coverage with other insurers. For these purposes, We, Our reinsurers and authorized administrators consult existing insurance files about customers, collect additional information about and from customers, and where required, collect information from and exchange information with, third parties. We do not disclose customer information to third parties other than Our agents and brokers, except as necessary to conduct business, e.g., processing claims or as required by law. We advise customers that, in some instances, employees, service providers, agents, reinsurers, and any of their providers, of Chubb may be located in jurisdictions outside Canada and that customers' personal information may thus be subject to the laws of those foreign jurisdictions.

The Privacy Officer; Chubb Insurance Company of Canada, 199 Bay Street, 25th Floor, Toronto, Ontario, M5L 1E2. For more information on privacy at Chubb, visit [Chubb.com/ca](http://Chubb.com/ca)

## **COMPLAINTS PROCEDURES**

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If an Insured has a complaint or inquiry about any aspect of this insurance coverage, please call 1-877-534-3655 between 8:00 a.m. and 8:00 p.m. (ET), Monday to Friday.

If for some reason the Insured is not satisfied with the resolution to their complaint or inquiry, the Insured may communicate their complaint or inquiry in writing to Our complaints officer:



Chubb Insurance Company of Canada  
199 Bay Street, Suite 2500  
P.O. Box 139 Commerce Court Postal Station  
Toronto, ON M5L 1E2  
Email: [complaintscanada@chubb.com](mailto:complaintscanada@chubb.com)

If the Insured is still not satisfied with the resolution to their complaint or inquiry, the Insured may communicate their complaint or inquiry in writing to:

OmbudService for Life & Health Insurance  
20 Adelaide Street East, Suite 802, P.O. Box 29  
Toronto, Ontario M5C 2T6

A handwritten signature in black ink, appearing to read "John Alfieri". The signature is fluid and cursive, with a large initial "J" and "A".

John Alfieri  
President, Chubb Life Insurance Company of Canada  
2834

\* Used by Amex Bank of Canada under license from American Express.

# CAR RENTAL THEFT AND DAMAGE INSURANCE

Effective Date of this Certificate:  
October 8, 2021.

## INTRODUCTION

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Royal & Sun Alliance Insurance Company of Canada (referred to in this Certificate as the “Company”) provides the insurance for this Certificate under Master Policy **PSI018515861** (referred to in this Certificate as the “Policy”) issued to Amex Bank of Canada (referred to in this Certificate as the “Policyholder”). This Certificate is not a contract of insurance and contains only a summary of the principal provisions of the Policy. A **Cardmember** or a claimant under the Policy or Group Policy may, on request to the Company, obtain a copy of the Policy or Group Policy, subject to certain access limitations permitted by applicable law. All benefits are subject in every respect to the Policy which alone constitutes the Agreement under which payments are made. This coverage may be cancelled, changed or modified at the option of the Company or the Policyholder at any time without notice. This Certificate replaces any and all certificates previously issued to the **Cardmember** with respect to the Policy.

This Certificate of insurance outlines what Car Rental Theft and Damage Insurance is and what is covered along with the conditions under which a payment will be made when a **Cardmember** rents and operates a **Rental Auto** but does not accept the Collision Damage Waiver (CDW), Loss Damage Waiver (LDW), or their equivalent offered by a **Rental Agency**. It also provides instructions on how to make a claim. This Certificate should be kept in a safe place and carried with the **Cardmember** when they travel.

**The Cardmember should check with their personal automobile insurer and the Rental Agency to ensure that they and all other drivers have adequate third party liability, personal injury and damage to property coverage. This Certificate only covers theft, loss or damage to the Rental Auto as stipulated herein.**

## IMPORTANT - PLEASE READ THE ENTIRE CERTIFICATE CAREFULLY:

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A **Rental Agency** has no obligation to explain the Car Rental Theft and Damage Insurance coverage to the **Cardmember**. It is important to note that a **Rental Agency** may not classify vehicles, especially **Mini-Vans**, in the same manner as the Company. The **Cardmember** should confirm with Royal & Sun Alliance Insurance Company that their **Rental Auto** has coverage under this Certificate. Confirmation of coverage under the Policy or any questions concerning the details included herein, should be directed to the Company at **1-800-243-0198** (in Canada or the United States) or call collect **905-475-4822** (elsewhere in the world).

When the value of the **Rental Auto**, in its model year, is over the Manufacturer’s Suggested Retail Price (MSRP) of eighty-five thousand dollars (\$85,000) Canadian excluding all taxes, at the place the **Rental Agreement** is signed or where the **Rental Auto** is picked up, no coverage will be provided under this Certificate.

## PART I DEFINITIONS

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The terms set out below, wherever they appear in this Certificate, shall be interpreted as follows:

“**Actual Cash Value**” means what the vehicle is worth on the date of the theft, loss and damage and takes into account such things as depreciation and obsolescence. In determining depreciation, the Company will consider the condition of the **Rental Auto** immediately before the theft, loss and damage occurred, the standard market resale value and normal life expectancy.

“**Antique**” means a vehicle over 20 years old or which has not been manufactured for 10 years or more.

“**Card**” means an American Express® Business Gold Rewards Card.

“**Cardmember**” means a holder of a valid Basic or Supplementary **Card** from American Express issued in Canada by Amex Bank of Canada who pays for the rental(s) by using the valid Amex Bank of Canada **Card**.

“**Coverage Period**” means the period of time not to exceed more than forty-eight (48) consecutive days, commencing at the time the **Cardmember** legally takes control of the **Rental Auto** and ends at the time the **Rental Agency** resumes control of the **Rental Auto**. If the **Cardmember** rents a vehicle for longer than forty-eight (48) consecutive days, there will be no coverage under this insurance, including the first forty-eight (48) days. Coverage cannot be extended for more than fortyeight (48) days by renewing or taking out a new **Rental Agreement** with the same or another **Rental Agency** for the same or another vehicle. A full calendar day between rentals must exist in order to break the 48 consecutive day cycle.

“**Eligible Person**” means a **Cardmember** and **Secondary Drivers**, while covered under this Certificate.

“**Exotic**” means any automobile which is not a standard **Rental Auto** offered by most of the **Rental Agencies** in the province or state, or in a country without provinces or states, where the vehicle was rented or is a vehicle totally or partially custom made, hand made, hand finished or is a vehicle of limited production (under 2,000 vehicles per year by the manufacturer). Exotic automobiles include, but are not limited to the following models: Aston Martin, Bentley, Bricklin, Daimler, De Lorean, Excalibur, Ferrari, Jaguar, Jensen, Lamborghini, Lotus, Maserati, Porsche, Rolls Royce and limousines.

“**Expensive**” means any vehicle with, in its model year, a Manufacturer’s Suggested Retail Price (MSRP) excluding all taxes, over eighty-five thousand dollars (\$85,000) Canadian, at the place the **Rental Agreement** is signed or the **Rental Auto** is picked up.

“**Loss of Use**” means the amount paid to a **Rental Agency** to compensate it when a **Rental Auto** is unavailable for rental while undergoing repairs for damage incurred during the **Coverage Period**.

“**Mini-Van**” means a vehicle which is designed and made by an automobile manufacturer as a mini-van, which has a manufacturer’s list **Gross Vehicle Weight** of not more than 5955 pounds or 2680 kilograms. It is exclusively made to transport a maximum of eight (8) people including the driver. It is used exclusively for transportation of passengers and their luggage and will not be used by the **Cardmember** for transportation of passengers for hire. It includes but is not limited to the following models: Ford Freestar, Chevrolet Astro, GMC Safari, Dodge Caravan, Honda Odyssey, Toyota Sienna and Nissan Quest.

“**Gross Vehicle Weight**” means the weight of the complete **Mini-Van** plus the maximum load that it has been designed to carry.

“**Off-Road Vehicle**” means any vehicle while it is being operated on a road not maintained by a federal, provincial, state, or local agency, not including an ingress or egress to private property, or any vehicle which cannot be licensed to drive on a public road and is designed and manufactured primarily for off-road usage.

“**Principal Driver**” means the person (the principal driver must also be the **Cardmember**) who drives the **Rental Auto** the majority of the time during the **Coverage Period**.

“**Secondary Drivers**” means any drivers who are not the **Principal Driver** of the **Rental Auto** who are permitted to operate the **Rental Auto** by the **Cardmember** (the **Principal Driver**) and provided they are permitted to operate the **Rental Auto** in accordance with the **Rental Agreement**, while covered under this Certificate.

“**Rental Agency**” means an auto rental agency licensed under the law of the applicable jurisdiction which provides a **Rental Agreement**.

“**Rental Agreement**” means the written contract between the **Cardmember** and the **Rental Agency** for the **Rental Auto**.

“**Rental Auto**” means an automobile not rented in excess of the **Coverage Period** from a **Rental Agency**, that is not an **Antique**, **Expensive**, or **Exotic** automobile, nor a truck, **Off-Road Vehicle**, motorcycle, moped, recreational vehicle, camper, trailer, nor a van, but certain **Mini-Vans** are covered.

“**Tax-Free Car**” means a tax-free car package that provides tourists with a short-term (17 days to 6 months), tax-free vehicle lease agreement with a guaranteed buyback.

## **PART II TERMS OF COVERAGE**

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### **A. WHEN COVERAGE BEGINS:**

All coverage for eligible **Cardmembers** will take effect at the time the **Cardmember** legally takes control of the **Rental Auto**.

### **B. WHEN COVERAGE ENDS:**

A **Cardmember’s** coverage will end at the earliest of the following:

1. **Rental Agency** resumes control of the **Rental Auto**;
2. When a **Cardmember** is no longer defined as a **Cardmember** or **Principal Driver** as stated in this Certificate;
3. The date on which the Policy is cancelled except that coverage in effect at the time of such cancellation will be continued on outstanding rentals until the **Cardmember** returns the **Rental Auto** to the **Rental Agency**, provided the total rental period does not exceed the **Coverage Period**;

Please note that the **Cardmember’s** responsibility for the **Rental Agreement** does not terminate by simply dropping off the keys at the **Rental Agency** or other drop box. Any damages between that time and the time the **Rental Agency** staff complete their Inspection Report will be held to the **Cardmember’s** responsibility, so whenever possible the **Cardmember** should arrange to be present when the **Rental Agency** conducts their final inspection of the **Rental Auto**.

## **PART III DESCRIPTION OF COVERAGE**

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The Car Rental Theft and Damage Insurance compensates the **Cardmember** or a **Rental Agency** for theft, loss and damage, up to the **Actual Cash Value** of the **Rental Auto** and valid **Rental Agency Loss of Use** charges when the conditions described below are met. The following conditions must be satisfied for coverage to be in effect:

1. A **Cardmember** must initiate and complete the entire rental transaction with the same valid **Card**. The full cost, including applicable taxes, of the rental, must be charged to their **Card**. **Rental Autos** which are part of prepaid travel packages are also covered if the total package was paid for using the **Cardmember’s Card**;

2. A **Cardmember** is covered if they receive a “free rental” as a result of a promotion, where they have had to make previous vehicle rentals if each such previous rental was entirely paid for with the **Cardmember’s Card** and the applicable taxes for the “free rental” have been charged to the **Cardmember’s Card**;
3. A **Cardmember** is covered if they receive a “free rental” day(s) as a result of the **Card** reward program for the number of days of free rental and the applicable taxes have been charged to their **Card**. If the free rental day(s) are combined with rental days for which the **Cardmember** must pay, the entire additional payment including taxes must be paid for using their **Card**;
4. A **Cardmember** is covered if points earned under their **Card** reward program are used to pay for the rentals and the applicable taxes have been charged to their **Card**. However, if only a partial payment is paid using the **Card** rewards program, the entire additional payment of that rental, including any applicable taxes, must be paid for using their **Card** in order to be covered;
5. Only a **Cardmember** can rent the vehicle and decline the **Rental Agency’s** CDW, LDW or an equivalent coverage offering. Anyone other than the **Cardmember** doing so would void coverage;
6. A **Cardmember** is covered for any car, sport utility vehicle, and **Mini-Van**, in its model year, with a Manufacturer’s Suggested Retail Price (MSRP) under eighty-five thousand dollars (\$85,000) Canadian, excluding all taxes, at the place the **Rental Agreement** is signed or where the **Rental Auto** is picked up, with the exception of those listed and described in the exclusion section titled “**The following vehicles are excluded from coverage under this Certificate**”;
7. A **Cardmember** is covered when only one **Rental Auto** is rented at a time, i.e. if during the same period there is more than one vehicle rented by the **Cardmember**, only the first rental will be eligible for these benefits;
8. The **Cardmember** must decline the **Rental Agency’s** CDW, LDW or similar coverage offered by the **Rental Agency** on the rental contract. If there is no space on the vehicle rental contract for the **Cardmember** to indicate that they have declined the coverage, then they should indicate in writing on the contract “I decline the CDW provided by the **Rental Agency**”;
9. The length of time the **Cardmember** rents the same vehicle must not exceed 48 consecutive days, which includes instances where the **Cardmember** is renting one vehicle immediately after the other. A full calendar day between rentals must exist in order to break the 48 consecutive day cycle. If the rental period exceeds 48 consecutive days, coverage will not be provided from the first day of rental onwards;
10. The **Cardmember** and/or **Eligible Person** has not been indemnified for damages or expenses covered under the Policy by or through personal insurance.

When a **Cardmember** does not have the option available to decline the **Rental Agency’s** CDW, LDW or similar provision, the Company will pay for covered theft, loss and damage up to the limit of the deductible stipulated in the **Rental Agency’s** CDW, LDW or similar provision, purchased by the **Cardmember**. This shall not be construed to provide coverage where the **Rental Agency** is responsible by legislation or law for any damage to the **Rental Auto**.

## PART IV EXCLUSIONS

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This Certificate does not cover losses to automobiles or other vehicles which are not **Rental Autos**, or losses arising from, caused by, or which contributed to:

1. Third party liability;
2. Damages or expenses assumed, waived, or that may be paid by the **Rental Agency**, or by its insurer pursuant to any direct compensation agreement or other applicable sections of provincial insurance acts;
3. Personal injury or damage to property, except the **Rental Auto** itself or its equipment;
4. Replacement vehicle for which an automobile insurance is covering all or part of the cost of the rental;
5. The operation of the **Rental Auto** at any time during the **Coverage Period** where an **Eligible Person** is driving while intoxicated or under the influence of any illegal or prescribed (if advised not to operate a vehicle) narcotic;
6. Any dishonest, fraudulent or criminal act committed by any **Eligible Person** or at their direction;
7. Participation in any race or speed test.
8. The use of a fuel type or octane level that differs from the manufacturer's recommended fuel for that **Rental Auto**;
9. Normal wear and tear, gradual deterioration, or mechanical or electrical breakdown or failure, inherent vice or damage, insects or vermin;
10. The operation of the **Rental Auto** in violation of the terms of the **Rental Agreement** except:
  - (a) **Eligible Person** as defined may operate the **Rental Auto**;
  - (b) The **Rental Auto** may be driven on publicly maintained gravel roads;
  - (c) The **Rental Auto** may be driven across provincial and state boundaries in Canada and the U.S. and between Canada and the U.S.

**N.B. It must be noted that theft, loss and damage arising while the Rental Auto is being operated under (a), (b) or (c) above is covered by this insurance, subject however to all other terms, conditions and exclusions contained in this Certificate. However, the Rental Agency's third party liability insurance may not be in force and, as such, a Cardmember must ensure that they are adequately insured privately for third party liability.**

11. Seizure or destruction under a quarantine or customs regulations or confiscation by order of any government or public authority; the damage between the time of seizure, confiscation or quarantine and the time the **Rental Agency** staff complete their Inspection Report will be held to be the **Cardmember's** responsibility, so whenever possible they should arrange to be present when the **Rental Agency** conducts their final inspection of the vehicle;
12. The transportation of contraband or illegal trade;
13. War, hostile or warlike action, insurrection, rebellion, revolution, civil war, usurped power, or action taken by government or public authority in hindering, combating or defending against such action;
14. The transportation of property or passengers for hire;
15. Nuclear reaction, nuclear radiation, or radioactive contamination, any weapon of war employing atomic fission or a radioactive force;
16. Intentional damage to the **Rental Auto** by an **Eligible Person** or at their direction;

17. The loss, damage or misplacement of vehicle entry devices including keys and remote control devices or any related consequential loss, damage or expense.

**The following vehicles are excluded from coverage under this Certificate:**

1. Any vehicle, in its model year, with a Manufacturer's Suggested Retail Price (MSRP) over eighty-five thousand dollars (\$85,000) Canadian, excluding all taxes, at the place the **Rental Agreement** is signed or where the **Rental Auto** is picked up;
2. Vans, cargo vans or mini cargo vans (other than **Mini-Vans**);
3. Trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck;
4. Limousines;
5. **Off-Road Vehicles**;
6. Motorcycles, mopeds or motor bikes;
7. Trailers, campers, recreational vehicles or vehicles not licensed for road use;
8. Vehicles towing or propelling trailers or any other object;
9. Mini-buses or buses;
10. **Exotic** vehicles, meaning vehicles such as but not limited to, Aston Martin, Bentley, Bricklin, Daimler, De Lorean, Excalibur, Ferrari, Jaguar, Jensen, Lamborghini, Lotus, Maserati, Porsche, Rolls Royce and limousines;
11. Any vehicle which is either wholly or in part hand made, hand finished or has a limited production of under 2,000 vehicles per year;
12. **Antique** vehicles, meaning a vehicle over twenty (20) years old or which has not been manufactured for ten (10) years or more;
13. **Tax-Free Cars**.

**PART V IN THE EVENT OF AN ACCIDENT/THEFT**

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All claims must be reported within 48 hours of the theft, loss and damage occurring by calling **1-800-243-0198** (in Canada or the United States) or by calling collect **(905) 475-4822** (elsewhere in the world).

The **Rental Auto** must be carefully checked for scratches or dents before and after the **Cardmember** rents the vehicle. They should be sure to point out where the scratches or dents are located to a **Rental Agency** representative and have him or her note these on the appropriate form and retain a copy for their records.

If the **Rental Auto** has sustained damage of any kind during the **Coverage Period**, the **Cardmember** must immediately phone one of the numbers provided and must not sign a blank sales draft to cover the damage and **Loss of Use** charges or a sales draft with an estimated cost of repair and **Loss of Use** charges.

It is important to note that the **Cardmember** will remain responsible for the theft, loss and damage and that they may be contacted in the future to answer inquiries during the claim process.

If a **Cardmember** is making a claim, their claim must be submitted with as much documentation as possible, as requested below, within 45 days of discovering the theft, loss and damage.

The following claim documentation is required:

- Statement(s) if requested;

- Sales draft showing that the **Rental Auto** was paid in full with the **Card**, or the sales draft showing the balance of charges for the rental if points earned under the **Card** reward program were used to pay for part of the rental;
- A copy of both sides of the vehicle **Rental Agreement**;
- The accident or damage report, if available;
- The itemized repair bill;
- The receipt for paid repairs;
- The police report, when available, and if a police report is not legally required in the jurisdiction in which the accident occurred, then the name, badge number and division address of the police officer contacted;
- A copy of the billing or pre-billing statement if any repair charges were billed to the account.

Forward this documentation to:

**Royal & Sun Alliance Insurance Company of Canada**  
**Claims Management Services**  
**2 Prologis Blvd., Suite 100**  
**Mississauga, Ontario L5W 0G8**

For all written and verbal correspondence, please include the **Cardmember's** name, the Policyholder's name, and the Policy number PSI018515861.

**LIMITATION PERIODS:** 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.

**CANADIAN CURRENCY:** All payments shall be payable in the lawful currency of Canada. All benefit limits indicated are in Canadian currency.

**DISAGREEMENT OVER SIZE OF LOSS:** If there is a disagreement about the amount of the loss, either the **Cardmember** or the Company can make a written demand for an appraisal. After the demand, the **Cardmember** selects a competent appraiser and the Company selects a competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two of the three (the appraisers and the arbitrator) will be binding. The **Cardmember** must pay the appraiser he or she chooses. The Company will pay the appraiser they chose. The **Cardmember** will share with the Company the cost of the arbitrator and the appraisal process.

**SUBROGATION:** To the extent the Company pays for a loss suffered by a **Cardmember**, the Company will take over the rights and remedies the **Cardmember** had relating to the loss. This is known as subrogation. The **Cardmember** must help the Company preserve their rights against those responsible for the Company's loss. This may involve signing any papers and taking any other steps the Company may reasonably require. If the Company takes over a **Cardmember's** rights, the **Cardmember** must sign an appropriate subrogation form supplied by the Company.

**SANCTIONS:** 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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# BUYER'S ASSURANCE<sup>®</sup> PROTECTION PLAN

Effective Date of this Certificate:  
October 8, 2021.

Royal & Sun Alliance Insurance Company of Canada (referred to in this Certificate as the "Company") provides the insurance for this Certificate under Master Policy **PSI018966745** (referred to in this Certificate as the "Policy") issued to Amex Bank of Canada (referred to in this Certificate as the "Policyholder"). A copy of the Master Policy is on file at Royal & Sun Alliance Insurance Company of Canada, 18 York Street, Suite 800, Toronto, ON, M5J 2T8.

This Certificate is not a contract of insurance and contains only a summary of the principal provisions of the Policy. A **Cardmember** or a claimant under the Policy or Group Policy may, on request to the Company, obtain a copy of the Policy or Group Policy, subject to certain access limitations permitted by applicable law. All benefits are subject in every respect to the Policy which alone constitutes the agreement under which payments are made.

The insurance provided under this Certificate is supplementary. This insurance coverage is in excess of any other applicable, valid and collectible insurance indemnity available to the **Cardmember**.

This Certificate of insurance outlines what the Buyer's Assurance Protection Plan is and what is covered along with the conditions under which a payment will be made to a **Cardmember**. It also provides instructions on how to make a claim.

For any questions concerning the details included herein and to confirm the coverage provided under the Policy, please contact the Company at **1-800-243-0198** (in Canada or the United States) or call collect **905-475-4822** (elsewhere in the world).

## **PART I DEFINITIONS**

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The terms set out below, wherever they appear in this Certificate, shall be interpreted as follows:

**"Business Property"** means tangible, movable property, purchased with the **Card** and used for business purposes only.

**"Card"** means an American Express<sup>®</sup> Business Gold Rewards Card.

**"Cardmember"** means a holder of a valid Basic or Supplementary **Card** from American Express issued in Canada by Amex Bank of Canada who pays for the **Item** by using the valid Amex Bank of Canada **Card**.

**"Item"** means a new item (a pair or set being one item) of **Business Property**, or gift, for which the full **Purchase Price** is charged to the **Card**.

**"Manufacturer's Warranty"** means an expressly written warranty issued by the manufacturer of the **Item** at the time of purchase. The manufacturer's warranty must be provided at no additional cost and be valid in Canada or the United States.

**"Occurrence"** means a loss or losses arising from a single event or incident which is neither expected nor intended by the **Cardmember**.

**"Other Insurance"** means any and all policies of insurance, contracts of indemnity, service contracts or warranties which provide additional coverage

to a **Cardmember** for loss or damage covered under the Buyer's Assurance Protection Plan.

"**Purchase Price**" means the actual cost of the **Item**, including any applicable sales tax, as shown on the store receipt.

## **PART II DESCRIPTION OF COVERAGE**

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When a **Cardmember** charges the entire **Purchase Price** of an **Item** to their **Card**, the Buyer's Assurance Protection Plan will extend the terms of the original **Manufacturer's Warranty** for a period of time equal to the duration of the original **Manufacturer's Warranty** (excluding any extended warranty offered by the manufacturer or any other party), up to one additional year on warranties of five years or less that are eligible in Canada or in the United States. Coverage is provided for product malfunction, defect or damage covered by the terms of the **Item's** original **Manufacturer's Warranty**, at no additional cost.

Coverage takes effect immediately following the expiry of the **Item's** original **Manufacturer's Warranty**, up to a maximum of one full year.

The benefits provided under the Buyer's Assurance Protection Plan apply only to the **Cardmember**. Only the **Cardmember** has any legal or equitable right, remedy, or claim to benefits under the Buyer's Assurance Protection Plan.

## **PART III LIMITATIONS**

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1. Indemnification for loss is limited to a maximum of \$10,000 per **Item** (not to exceed \$25,000 per **Cardmember** per policy year for all **Occurrences** and for all **Items** combined) and is further subject to the terms, conditions and exclusions set forth in this Certificate.
2. The insurance provided under this Certificate is supplementary. This Certificate is not a substitute for **Other Insurance** which also insures against direct physical damage, malfunction or defect. This Certificate will indemnify the **Cardmember** only to the extent that direct physical damage, malfunction or defect is not covered by such **Other Insurance**.
3. The total liability of the Company for any **Item** under this Certificate shall not exceed the **Purchase Price** of that **Item**.
4. Claims for **Items** belonging to a pair or set will be covered for the full **Purchase Price** of the pair or set providing the **Items** are not useable individually and cannot be replaced individually.
5. Valid claims will be settled, at the Company's sole option, either by replacing, repairing or rebuilding the **Item** or by cash payment in an amount not to exceed the **Purchase Price**, subject always to the limits of liability of the Company hereunder.

## **PART IV ADDITIONAL TERMS, CONDITIONS, RESTRICTIONS AND EXCLUSIONS**

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1. There shall be no coverage or entitlement to benefits under this Certificate for loss arising from the following:
  - a. Any physical damage, including damage as a direct result of natural disaster or a power surge, except to the extent the original **Manufacturer's Warranty** covers such damage;
  - b. **Occurrences** caused by any of the following:
    - I. Fraud,
    - II. Abuse,
    - III. War or hostilities of any kind (e.g. Invasion, rebellion insurrection),

- IV. Confiscation by order of any government, public authority, or customs official,
  - V. Risk of contraband,
  - VI. Illegal activity or acts,
  - VII. Radioactive contamination;
- c. Negligence;
  - d. Improper installation or alteration;
  - e. Ancillary costs incurred in respect of an **Item** and not forming part of the **Purchase Price**;
  - f. Inherent product defects;
  - g. Mechanical failure or product defects covered under product recall;
  - h. All **Occurrences** that take place outside the Buyer's Assurance Protection Plan coverage effective period.
2. There shall also be no coverage or entitlement to benefits under this Certificate for the following:
- a. Products with **Manufacturer's Warranties** not valid in Canada or the United States;
  - b. Products which, at the time of purchase, are used, rebuilt, refurbished or remanufactured, including demos;
  - c. Products covered by an unconditional satisfaction guarantee;
  - d. Motorized vehicles (such as cars, trucks, motorcycles, boats, airplanes) and their parts (including batteries, carburetors, pipes, hoses, pistons, brakes, tires, or mufflers);
  - e. Motorized devices and their parts used for agriculture, landscaping, demolition or construction;
  - f. Improvements or upgrades to a residential or commercial property, including but not limited to permanently affixed goods. Business fixtures, including but not limited to air conditioners, refrigerators, heaters;
  - g. Loss or damage to electrical appliances or devices of any kind (including wiring) when loss or damage is due to electrical currents artificially generated, including arcing, unless fire or explosion ensues and then only for such loss and damage;
  - h. Land or buildings;
  - i. Jewellery;
  - j. Consumable or perishable items;
  - k. Animals or living plants;
  - l. One of a kind products which cannot be replaced;
  - m. Inventory, **Items** purchased for resale or **Items** that would form part of a sellable product;
  - n. Sports equipment and goods where the loss or damage is due to the use thereof;
  - o. Products with **Manufacturer's Warranties**, or combined **Manufacturer's Warranties** and service plan agreements, lasting in excess of five years;
  - p. The equipment **Manufacturer's Warranty** is defined as the basic coverage offered by the manufacturer at the time of purchase. Buyer's Assurance Protection Plan is not applicable to additional coverages purchased from the manufacturer or another party.

## PART V NOTICE OF LOSS/PROOF OF LOSS/PAYMENT OF CLAIMS

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The **Cardmember** must report their claim within 30 days from the date of **Occurrence**. It is important to remember that the **Cardmember** must retain all receipts and the original **Manufacturer's Warranty** for the **Item(s)** until the claim process is complete. The **Cardmember** may also be asked to obtain a repair estimate.

- 1) To report an **Occurrence**, the **Cardmember** must call toll free **1-800-243-0198** (in Canada or the United States) or **905-475-4822** (elsewhere in the world).
- 2) To submit a claim, the following documentation is required:
  - a. the original sales receipt;
  - b. the corresponding Amex Bank of Canada account statement; and
  - c. the original **Manufacturer's Warranty**.
- 3) The Company will decide whether to have the **Item** repaired, rebuilt or replaced, or to reimburse the **Cardmember** (cash or credit) up to the amount charged to the **Card**, and not to exceed the original **Purchase Price**. Buyer's Assurance Protection Plan does not reimburse for shipping and handling expenses or installation, assembly, or other service charges.
- 4) The **Cardmember** must provide all requested documentation to the Company within 60 days from the date of the **Occurrence** (or 30 days after request by the Company) to remain eligible for benefits.
- 5) For some claims, the **Cardmember** may be required to send in the damaged **Item**, at their expense, for further evaluation of their claim. If requested, the **Cardmember** must send in the damaged **Item** within 30 days from the date of request to remain eligible for benefits.

### APPRAISAL

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In the event of disagreement as to the value of an **Item**, the property saved or the amount of a loss, those questions shall be determined by appraisal as provided under applicable provincial or territorial insurance legislation. There shall be no right to an appraisal until a specific demand is made in writing and until after proof of loss has been delivered.

### PARTS

Except in the case of claims for **Items** belonging to a pair or set, in the case of damage to, any part of an **Item**, consisting, when complete for use, of several parts, the Company is not liable for more than the repair or replacement value of the part damaged, including the cost of installation. Where parts of a pair or set are usable individually, liability will be limited to payment equal to a proportionate part of the **Purchase Price** for the **Item** or **Items** which form the basis of a claim hereunder.

### SUBROGATION

As a condition to the payment of any claim to a **Cardmember** under the Policy, the **Cardmember** shall, upon request, transfer the damaged **Item** to the Company and assign to the Company all legal rights which the **Cardmember** has against all other parties for the loss. The **Cardmember** shall give the Company all such assistance as the Company may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Company to bring suit in the name of the **Cardmember**.

### DUE DILIGENCE

The **Cardmember** shall use diligence and do all things reasonable to avoid, mitigate or diminish any loss of or damage to property protected by Buyer's

Assurance Protection Plan. The Company will not unreasonably apply this provision to avoid claims under the Policy.

## **FALSE CLAIM**

If a **Cardmember** makes any claim knowing it to be false or fraudulent in any respect, such **Cardmember** shall no longer be entitled to any benefits hereunder nor to the payment of any claim made under the Policy.

## **LIMITATION PERIODS**

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.

## **SANCTIONS**

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.

## **CANADIAN CURRENCY**

All payments shall be payable in the lawful currency of Canada. All benefit limits indicated are in Canadian currency.

## **AMENDMENT**

This coverage may be cancelled, changed or modified at the option of the Policyholder at any time without notice. This Certificate replaces any and all certificates previously issued to the **Cardmember** with respect to the Policy.

## **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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# PURCHASE PROTECTION<sup>®</sup> PLAN

Effective Date of this Certificate:  
October 8, 2021.

Royal & Sun Alliance Insurance Company of Canada (referred to in this Certificate as the “Company”) provides the insurance for this Certificate under Master Policy **PSI018516570** (referred to in this Certificate as the “Policy”) issued to Amex Bank of Canada (referred to in this Certificate as the “Policyholder”). This Certificate is not a contract of insurance and contains only a summary of the principal provisions of the Policy. A **Cardmember** or a claimant under the Policy or Group Policy may, on request to the Company, obtain a copy of the Policy or Group Policy, subject to certain access limitations permitted by applicable law. All benefits are subject in every respect to the Policy which alone constitutes the Agreement under which payments are made. This coverage may be cancelled, changed or modified at the option of the Company or the Policyholder at any time without notice. This Certificate replaces any and all certificates previously issued to the **Cardmember** with respect to the Policy.

The insurance provided under this Certificate is supplementary. This insurance coverage is in excess of any other applicable, valid and collectible insurance indemnity available to the **Eligible Person(s)**.

This Certificate of insurance outlines what Purchase Protection Plan Insurance is and what is covered along with the conditions under which a payment will be made to a **Cardmember**. It also provides instructions on how to make a claim.

Any questions concerning the detail included herein and to confirm the coverage provided under the Policy, contact Royal & Sun Alliance Insurance Company of Canada at **1-800-243-0198** in Canada and the United States, or collect at **(905) 475-4822** (elsewhere in the world).

## **PART I DEFINITIONS**

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The terms set out below, wherever they appear in this Certificate shall be interpreted as follows:

“**Business Property**” means tangible, movable property, purchased with the **Card** and used for business purposes only.

“**Card**” means an American Express<sup>®</sup> Business Gold Rewards Card.

“**Cardmember**” means a holder of a valid Basic or Supplementary **Card** issued in Canada by Amex Bank of Canada who pays for the **Insured Item** by using the valid Amex Bank of Canada **Card**.

“**Eligible Person(s)**” means a **Cardmember** and recipients of gifts from such **Cardmember**, while covered under the Policy.

“**Insured Item**” means a new item (a pair or set being one item) of **Business Property**, for which the full **Purchase Price** is charged to the **Card**.

“**Occurrence**” means a loss or losses arising from a single event or incident which is neither expected nor intended by an **Eligible Person**.

“**Other Insurance**” means any and all policies of insurance or indemnity which provide additional coverage to a **Cardmember** for loss, theft or damage covered under this Certificate.

“**Purchase Price**” means the actual cost of the **Insured Item**, including any applicable sales tax, as shown on the store receipt.

## PART II TERMS OF COVERAGE

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### A. WHEN COVERAGE BEGINS:

A **Cardmember's** coverage will take effect at the time the **Cardmember** purchases the **Insured Item**.

### B. WHEN COVERAGE ENDS:

A **Cardmember's** coverage will end at the earliest of the following:

1. Ninety (90) days after the date on which the **Insured Item** is purchased by the **Cardmember**;
2. When a **Cardmember** is no longer defined as a **Cardmember** as stated in this Certificate;
3. The date on which the Policy is cancelled.

## PART III DESCRIPTION OF COVERAGE

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The Purchase Protection Plan automatically, without registration, protects most **Insured Items** when the full **Purchase Price** is charged to the **Card** by insuring the item for ninety (90) days from the date of purchase in the event of direct physical damage or theft (hereinafter called "Loss") anywhere in the world, if the item is not covered by **Other Insurance**. If the item is stolen or damaged, it will be replaced, repaired, or the **Cardmember** will be reimbursed at the discretion of the Company. Items the **Cardmember** gives as gifts are covered under the Purchase Protection Plan subject to compliance with the terms and conditions of this Certificate.

## PART IV LIMITATIONS

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1. Indemnification for Loss is limited to \$1,000 per **Cardmember** per **Occurrence** (even if the **Occurrence** involves more than one **Insured Item**) and is further subject to the terms, conditions and exclusions set forth in this Certificate.
2. The insurance provided under this Certificate is supplementary. This Certificate is not a substitute for **Other Insurance** which also insures against direct physical damage or theft to the **Insured Item**. This Certificate will indemnify **Eligible Persons** only to the extent that direct physical damage or theft is not covered by such **Other Insurance**.
3. The total liability of the Company for any **Insured Item** under this Certificate shall not exceed the **Purchase Price** of that item.
4. For **Insured Items** purchased with a partial payment utilizing the **Card** the total limit of liability will be prorated based upon the percentage of the partial payment.
5. Claims for **Insured Items** belonging to a pair or set will be paid for at the full **Purchase Price** of the pair or set providing the items are not useable individually and cannot be replaced individually.
6. Valid claims will be settled, at the Company's sole option, either by replacing, repairing or rebuilding the **Insured Item** or by cash payment in an amount not to exceed the **Purchase Price**, subject always to the limits of liability.

## PART V EXCLUSIONS

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1. There shall be no payment under this Certificate for Loss arising from the following perils:
  - a. Wear and tear;
  - b. Theft of items attached to or carried by or in a motor vehicle;



- c. Mysterious disappearance, lost items;
  - d. Inherent product defects, faulty material or workmanship;
  - e. War, invasion, hostilities, rebellion, insurrection, confiscation by order of any government or public authority or risks of contraband or Losses arising from illegal activity or acts;
  - f. Flood and earthquake;
  - g. Radioactive contamination.
2. There shall also be no payment under this Certificate for Loss of:
- a. Cash, or its equivalent, Travellers Cheques, tickets and any other negotiable instruments;
  - b. Animals or living plants;
  - c. Consumable goods;
  - d. Perishable goods such as food and liquor;
  - e. Items left behind;
  - f. Ancillary costs incurred in respect of an **Insured Item** and not forming part of the **Purchase Price**;
  - g. Jewellery and watches in baggage unless carried by hand and under the personal supervision of the **Cardmember** or by a person travelling with and sharing the same travel accommodations as the **Cardmember** (travelling companion), for the trip;
  - h. Motorized vehicles;
  - i. Personal property;
  - j. **Business Property** including but not limited to inventory items, items purchased for resale or items that would form part of a sellable product;
  - k. Property as a result of deliberate physical abuse to the property, excluding vandalism;
  - l. Property which was procured illegally; or
  - m. Any item where the **Cardmember** knowingly makes a false or fraudulent claim.

## **PART VI NOTICE OF LOSS AND CLAIMS**

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All claims must be reported within 48 hours of the theft or damage occurring by calling **1-800-243-0198** (in Canada or the United States) or by calling collect **(905) 475-4822** (elsewhere in the world).

If the **Cardmember** is making a claim, their claim must be submitted with as much documentation as possible, as requested below, within 30 days after date of Loss. The **Cardmember** will need to provide all documentation within 90 days of the date of direct physical damage or theft of the **Insured Item** to the claims administrator at the address provided below.

The following claim documentation is required:

- 1. Original purchase receipt for item being claimed
- 2. Statement showing purchase
- 3. If claim is due to damage, a repair estimate or note from repair facility stating irreparable
- 4. If claim is due to damage and damage is visible, pictures of the damaged items
- 5. Homeowner's/Business policy showing amount of deductible
- 6. If claim is due to theft, a copy of the police report. If a copy was not provided, we will need the police report number, name & badge number of the police officer.

Forward this documentation to:

**Royal & Sun Alliance Insurance Company of Canada**  
**Claims Management Services**  
**2 Prologis Blvd., Suite 100**  
**Mississauga, Ontario L5W 0G8**

For all correspondence, please include the **Cardmember's** name, the Policyholder's name and the Policy number **PSI018516570**.

Upon request from the Company, the **Cardmember** will, at the **Cardmember's** expense, send the damaged **Insured Item** for which a claim is made to the Company.

#### **FRAUD**

Any fraud or willfully false statement in a statutory declaration in relation to any of the above particulars vitiates the claim of the person making the declaration.

#### **APPRAISAL**

In the event of disagreement as to the value of the **Insured Item**, the property saved or the amount of Loss, those questions shall be determined by appraisal as provided under applicable provincial or territorial insurance legislature. There shall be no right to an appraisal until a specific demand is made in writing and until after proof of Loss has been delivered.

#### **PARTS**

Except in the case of claims for **Insured Items** belonging to a pair or set (see Part IV, [5]), any theft of, or damage to, any part of the **Insured Item**, consisting, when complete for use, of several parts, the Company is not liable for more than the repair or replacement value of the part damaged, including the cost of installation.

#### **SUBROGATION**

When a claim is paid, the **Eligible Person** shall, upon request from the Company, transfer the item to the Company and assign the legal right to recover from the party responsible for the Loss to the Company to the extent of the Loss indemnified under this Certificate.

#### **LIMITATION PERIODS**

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.

#### **SANCTIONS**

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.

#### **CANADIAN CURRENCY**

All payments shall be payable in the lawful currency of Canada. All benefits limits indicated are in Canadian currency.

## **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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# MOBILE DEVICE INSURANCE

Effective Date of this Certificate:  
October 8, 2021.

## INTRODUCTION

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Royal & Sun Alliance Insurance Company of Canada (referred to in this Certificate as the “Insurer”) provides the insurance for this Certificate under Policy **PSI060355149** (referred to in this Certificate as the “Policy”) issued to Amex Bank of Canada (referred to in this Certificate as the “Policyholder”). This Certificate is not a contract of insurance and contains only a summary of the principal provisions of the Policy. A *Cardmember* or a claimant under the Policy or Group Policy may, on request to the Insurer, obtain a copy of the Policy or Group Policy, subject to certain access limitations permitted by applicable law. All benefits are subject in every respect to the Policy which alone constitutes the Agreement under which payments are made. This coverage may be cancelled, changed, or modified at the option of the card issuer at any time without notice. This Certificate replaces any and all certificates previously issued to the *Cardmember* with respect to the Policy.

The insurance provided under this Certificate is supplementary. This insurance coverage is in excess of any other applicable, valid and collectible insurance indemnity available to the *Cardmember*.

This Certificate of Insurance outlines what Mobile Device Insurance is and what is covered along with the conditions under which a payment will be made to a *Cardmember*. It also provides instructions on how to make a claim.

## IMPORTANT NOTICE - PLEASE READ CAREFULLY

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- **The insurance coverage outlined in this Certificate of Insurance is available for *mobile devices* purchased for business use only, on or after the *effective date* as defined in Part I – Definitions.**
- **The *purchase price* of the *mobile device*, including any applicable taxes must be:**
  - **charged to the *Card*, or**
  - **financed, in whole or in part, with *your Card* through a Canadian wireless service provider’s installment plan.**
- **If *you* have one or more card(s) issued by Amex Bank of Canada which provide Mobile Device Insurance, the maximum number of claims under all such cards is limited to one claim in any 12 consecutive month period and two claims in any 48 consecutive month period.**
- **The *basic Cardmember* is responsible for this insurance coverage, including coverage bound by any purchases made by a *supplementary Cardmember* below the age of majority.**
- **Coverage is only available if *you* are a resident of Canada.**
- **This Certificate contains clauses which may limit the amounts payable.**

**If *your mobile device* is lost, stolen, or *accidentally damaged*, contact the Insurer immediately.** For confirmation of coverage or for any questions concerning the information in this Certificate, call toll free **1-800-243-0198** (in Canada and the United States) or call collect **+905-475-4822** (elsewhere in the world) or visit [amex.rsagroup.ca](http://amex.rsagroup.ca).

## PART I DEFINITIONS

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

**Accidentally damaged** means *your mobile device* has been damaged by an unexpected and unintentional external event, such as drops, cracks and spills that occur during normal daily usage of the *mobile device* as the manufacturer intended.

**Basic Cardmember** means the person in whose name Amex Bank of Canada has opened a *Card* account and does not include a *supplementary Cardmember*, provided always that the basic *Cardmember's Card* account privileges have not expired, been revoked, terminated, or suspended.

**Card** means an American Express® Business Gold Rewards Card.

**Cardmember** means a holder of a valid Basic or Supplementary *Card* from American Express issued in Canada by Amex Bank of Canada.

**Effective date:** October 8, 2021.

**Family member** means *your* spouse, mother, father, step-parent, in-law, daughter, son, step-child, sister, brother, step sibling, grandparent, grandchild, aunt, uncle, niece, or nephew.

**Mobile device** means a new or, if purchased directly from the manufacturer or a Canadian wireless service provider, a refurbished portable computing device such as a cell phone, smartphone, smartwatch or tablet, which has Internet-based and/or wireless communication capabilities.

**Other insurance** means any and all policies of insurance or indemnity which provide additional coverage to a *Cardmember* for loss, theft or damage covered under this Certificate.

**Purchase price** means the actual cost of the *mobile device* including any applicable taxes, as shown on the sales receipt and less any costs or fees associated with the purchase of the *mobile device*, such as insurance premiums, customs duty, delivery charges and transportation costs or other similar costs or fees.

**Supplementary Cardmember** means an authorized user of the *Card* account.

**You, your** and **insured person** mean the *Cardmember*.

## PART II TERM OF COVERAGE

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### A. WHEN COVERAGE BEGINS:

Coverage **begins** on:

1. the date the first transaction related to the purchase of *your mobile device* is charged to *your Card*, **if you finance all or any portion of the purchase price of your mobile device through a Canadian wireless service provider's installment plan**; or
2. the date of purchase of *your mobile device* in the event *your mobile device* is lost, **if you charge the full purchase price to your Card**; or
3. the 91st day following the date of purchase of *your mobile device* in the event *your mobile device* is stolen or *accidentally damaged* (in order to avoid overlap with the 90-day coverage available to *you* under *your Purchase Protection® Plan Certificate of Insurance*), **if you charge the full purchase price to your Card**.

## B. WHEN COVERAGE ENDS:

Coverage **ends** at the earliest of:

1. two years from the date the first transaction related to the purchase of *your mobile device* is charged to *your Card* or the date the full *purchase price* is charged to *your Card*, whichever applies; or
2. the date ONE monthly wireless bill payment for *your* Canadian wireless service provider's installment plan was not charged to *your Card*, **if you finance all or any portion of the purchase price of your mobile device through a Canadian wireless service provider's installment plan**; or
3. the date *your mobile device* is no longer activated with a Canadian wireless service provider, if the *mobile device* is equipped with cellular data technology and the full *purchase price* was charged to *your Card*; or
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; or
5. the date the Policy is terminated.

## PART III DESCRIPTION OF COVERAGE

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### A. COVERAGE

Mobile Device Insurance provides coverage in the event *your mobile device* is lost, stolen or *accidentally damaged*, anywhere in the world. Coverage is available for *mobile devices* purchased for business use only, on or after the *effective date*, provided that:

1. *you* charge the full *purchase price* of *your mobile device* to *your Card* and *you* activate *your mobile device* with a Canadian wireless service provider, if the *mobile device* is equipped with cellular data technology; or
2. *you* charge the portion of the *purchase price* of *your mobile device* that is required to be paid up-front to *your Card*, and finance the balance of the *purchase price* through a Canadian wireless service provider's installment plan and *you* charge all *your* monthly bill payments to *your Card* for the entire duration of *your* Canadian wireless service provider's contract; or
3. *you* finance the full *purchase price* of *your mobile device* through a Canadian wireless service provider's installment plan and *you* charge all *your* monthly bill payments to *your Card* for the entire duration of *your* Canadian wireless service provider's contract.

### B. BENEFITS

Subject to the terms and conditions of this Certificate:

1. If *your mobile device* is lost or stolen, *you* will be reimbursed the replacement cost, not exceeding the depreciated value\* of *your mobile device* at the date of loss, less a 10% deductible, up to a maximum of \$1,000 per *insured person*.
2. If *your mobile device* is *accidentally damaged*, *you* will be reimbursed the lesser of its repair cost or replacement cost, not exceeding the depreciated value\* of *your mobile device* on the date it was *accidentally damaged*, less a 10% deductible, to a maximum of \$1,000 per *insured person*.

\* Depreciated value of *your mobile device* at the date it was lost, stolen or *accidentally damaged* is equal to the *purchase price* less the depreciation cost. Depreciation cost is equal to 2% of the *purchase price* multiplied by the number of completed months from the date of purchase.

**For example:** If you purchase a *mobile device* for a *purchase price* of **\$900** on March 1<sup>st</sup> and you file a claim on January 21<sup>st</sup> of the following year, upon approval of *your* claim, the maximum reimbursement amount will be calculated as follows:

<i>Purchase price</i>	<b>\$900</b>	
Less depreciation cost	<b>-\$180</b>	(\$900 x 2% x 10 months)
Depreciated value	<b>\$720</b>	
Less deductible	<b>-\$72</b>	(\$720 x 10%)
Maximum reimbursement	<b>\$648</b>	

In the event *your mobile device* is lost or stolen and, upon approval of *your* claim, the replacement cost is \$900, including applicable taxes, the maximum reimbursement available will be \$648. If the replacement cost is \$500, including applicable taxes, the maximum reimbursement available will be \$500.

In the event *your mobile device* is *accidentally damaged* and, upon approval of *your* claim, the total repair cost is \$500, including applicable taxes, the maximum reimbursement will be \$500.

## **PART IV LIMITATIONS**

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The conditions below may limit *your* entitlement to benefits under this Certificate.

1. **Limitations.** This insurance does not replace the manufacturer's warranty or warranty obligations; however, this insurance provides certain benefits for which the manufacturer may not provide coverage. Parts and services covered by the manufacturer's warranty and warranty obligations are the responsibility of the manufacturer only.
2. This insurance is in excess of any other applicable valid insurance, indemnity, warranty or protection available to *you* in respect of the item(s) subject to the claim. If *you* have one or more card(s) issued by Amex Bank of Canada which provide Mobile Device Insurance, the maximum number of claims under all such cards is limited to one claim in any 12 consecutive month period and two claims in any 48 consecutive month period.
3. **Sanctions.** The Insurer shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this Certificate 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.

## **PART V EXCLUSIONS**

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### **A – EXCLUDED ITEMS**

**The following items are excluded from coverage under this Certificate:**

1. Accessories for *your mobile device*, whether purchased separately or included in the original manufacturer's package;
2. Laptop computers;
3. Batteries;
4. *Mobile devices* purchased for personal use, or for resale;
5. Used or previously owned *mobile devices*;
6. Refurbished *mobile devices* (unless provided as a replacement for *your mobile device* under the manufacturer's warranty or purchased directly from the original manufacturer or a Canadian wireless service provider);
7. *Mobile devices* that have been modified from their original state;

8. *Mobile devices* being shipped, until received and accepted by *you* in new and undamaged condition;
9. *Mobile devices* stolen from baggage unless such baggage is hand carried under the personal supervision of the *Cardmember* or such *Cardmember's* travelling companion with the *Cardmember's* knowledge.

## **B – GENERAL EXCLUSIONS**

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

1. Fraud, misuse or lack of care, improper installation, mechanical breakdown, hostilities of any kind (including war, invasion, rebellion or insurrection), confiscation by authorities, risks of contraband, illegal activities, normal wear or tear, flood, earthquake, or inherent product defects;
2. Mysterious disappearance (means when the *mobile device* in question cannot be located, and the circumstances of its disappearance cannot be explained or do not lend themselves to a reasonable conclusion that a theft occurred);
3. Power surges, artificially generated electrical currents or electrical irregularities;
4. Any occurrence that results in catastrophic damage beyond repair, such as the *mobile device* separating into multiple pieces;
5. Cosmetic damage that does not affect functionality;
6. Software, wireless service provider or network issues;
7. Theft or intentional or criminal acts by the *Cardmember* or, to the extent permitted by applicable law, *family members*;
8. Incidental and consequential damages including bodily injury, loss of use, property, punitive and exemplary damages and legal fees.

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

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### **To submit a claim:**

If in Canada or the United States, call toll free at: **1-800-243-0198**.

From anywhere else in the world, call collect to: **905-475-4822**, or visit [amex.rsagroup.ca](http://amex.rsagroup.ca).

During your call, you will be given all the information required to file a claim.

- In the event of loss or theft, *you* must notify *your* Canadian wireless service provider to suspend *your* wireless services within 48 hours of the date *your mobile device* was lost or stolen. In the event of theft, *you* must also notify the police within seven days of the date *your mobile device* was stolen.
- If *you* are making a claim, *you* must call immediately after learning that *your mobile device* was lost, stolen or *accidentally damaged*, or an occurrence which may lead to a claim covered under the Policy, but in no event later than 14 days from the date that *your mobile device* was lost, stolen or *accidentally damaged* and PRIOR to proceeding with any action or repairs/replacements.
- If *you* submit a claim for a *mobile device* that has been *accidentally damaged*, *you* must obtain a written estimate of the cost to repair *your mobile device* by a repair facility authorized by the original *mobile device* manufacturer.
- **When making a claim, *you* will be required to submit a completed claim form containing the time, place, cause and cost of *your mobile***



***device being lost, stolen or accidentally damaged.* The Insurer may require that supporting documentation such as the following be provided:**

- The original sales receipt detailing the cost, date and description of purchase;
- The date and time *you* notified *your* Canadian wireless service provider of loss or theft;
- A copy of the original manufacturer's warranty (for *accidentally damaged* claims);
- A copy of the written repair estimate (for *accidentally damaged* claims);
- If *you* charged the full *purchase price* of *your mobile device* to *your Card*, the *Card* statement showing the charge;
- If all or any portion of the *purchase price* of *your mobile device* was financed through a Canadian wireless service provider's installment plan, proof of wireless installment bill payments charged to the *Card* for up to 12 consecutive months immediately preceding the date of loss and details indicating the cost of the *mobile device* and amount that has been paid; and
- A police report, fire insurance claim or loss report, primary insurance documentation and payment (if the *Cardmember* has *other insurance*), and any other information reasonably necessary to determine the *Cardmember's* eligibility for benefits hereunder.

**Forward this documentation to:**

**Royal & Sun Alliance Insurance Company of Canada**

**Claims Management Services**

**2 Prologis Blvd., Suite 100**

**Mississauga, Ontario L5W 0G8**

- At the sole discretion of the Insurer, *you* may be required to send, at *your* own expense, the damaged item on which a claim is based to the Insurer in order to support *your* claim. Prior to proceeding with any repair services or replacement of the *mobile device*, *you* must obtain the Insurer's approval in order to ensure eligibility for payment of *your* claim.
- The Insurer may request, at its sole discretion, that *you* repair or replace the *mobile device*. *You* must charge the cost of the repair or replacement to *your Card*. A replacement *mobile device* must be of the same make and model as the original *mobile device*, or in the event the same make and model is not available, of like kind and quality with comparable features and functionality as the original *mobile device*.

## **NOTICE OF CLAIM**

Notice of claim must be given to the Insurer as soon as reasonably possible. Where possible, written notice should be given to the Insurer within 90 days after the occurrence of any loss. Such notice given by or on behalf of the *insured person* must provide particulars sufficient to identify the *Cardmember*.

## **PAYMENT OF CLAIMS**

Benefits payable under the Policy for any loss will be paid upon receipt of proof of loss.

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

### **CANADIAN CURRENCY**

All payments shall be payable in the lawful currency of Canada. All benefit limits indicated are in Canadian currency.

## **BENEFITS TO CARDMEMBER ONLY**

The benefits provided under this insurance apply only to the *Cardmember*. Only the *Cardmember* has any legal or equitable right, remedy, or claim to benefits under Mobile Device Insurance.

## **OTHER INSURANCE**

The insurance provided under this Certificate is supplementary. This Certificate is not a substitute for *other insurance* which also insures against loss, theft or accidental damage to an insured *mobile device*. This Certificate will indemnify the *Cardmember* only to the extent that loss, theft or accidental damage to an insured *mobile device* is not covered by such *other insurance*.

## **MISREPRESENTATION AND NON-DISCLOSURE**

Any information that has been misrepresented, or misstated to the Insurer 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.

## **APPLICABLE LAW**

The terms of this coverage are governed and interpreted according to the laws of the Province of Ontario.

## **MATERIAL FACTS**

No statements or representations made by employees of Amex Bank of Canada, or employees or agents of the Insurer can vary the terms of this coverage.

## **DUE DILIGENCE**

The *Cardmember* shall use diligence and do all things reasonable to avoid, mitigate or diminish any loss of, theft of or damage to property protected by this insurance. The Insurer will not unreasonably apply this provision to avoid claims under the Policy. Where damage or loss is due (or suspected to be due) to a malicious act, burglary, robbery, theft or attempt thereat, the *Cardmember* shall give immediate notice to the police or other authorities having jurisdiction. The Insurer will require evidence of such notice with the loss report prior to settlement of a claim.

## **SUBROGATION**

As a condition to the payment of any claim to a *Cardmember* under the Policy, the *Cardmember* shall, upon request, transfer the damaged *mobile device* to the Insurer and assign to the Insurer all legal rights which the *Cardmember* has against all other parties for the loss. The *Cardmember* shall give the Insurer all such assistance as the Insurer may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the *Cardmember*.

## **LIMITATION PERIODS**

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.

## **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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# EMPLOYEE CARD MISUSE PROTECTION

Effective Date of this Program:  
October 8, 2021.

## WHAT IS THE EMPLOYEE CARD MISUSE PROTECTION PROGRAM?

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The Employee Card Misuse Protection **Program** allows Companies that have established an **Amex** business Account Agreement to request **Amex** to waive the **Company's** liability for certain unauthorized **Charges** made by their employee **Cardmembers**.

The **Program** will waive the **Company's** liability for most unauthorized **Charges** up to \$100,000 per **Amex Card** (subject to the terms, conditions, limitations and exclusions in this **Program** description).

## PROGRAM ADMINISTRATOR & PROGRAM NUMBER

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The **Program** Administrator is Royal & Sun Alliance Insurance Company of Canada. The **Program** number is **PSI030590891**.

## DEFINITIONS

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**"Affidavit of Waiver"** means a written request sent to the **Program** Administrator by mail or fax from the **Company** requesting **Amex** to waive the **Company's** unauthorized **Charges** in accordance with the terms and conditions of this **Program**.

**"Amex"** means Amex Bank of Canada.

**"Card"** means an American Express® Business Gold Rewards Card.

**"Cardmember"** means an employee of a **Company** who is over 18 years of age and who is authorized to use the **Card** for **Company** business only.

**"Charges"** means the amounts, billed or unbilled, including purchases and cash advances, charged to the **Cardmember's Card**.

**"Company"** means a corporation, partnership, sole proprietorship or any other entity which has signed and still has an active and in force **Amex Card** Account Agreement with **Amex** and whose **Card** is in good standing.

**"Date of Notification"** means the earlier of

- (i) the date the **Company** gives or receives a written notice of immediate or pending employment termination of a **Cardmember**,
- (ii) the date on which the **Cardmember** leaves the **Company's** service,
- (iii) the date the **Company** notifies the **Cardmember** that they can no longer use their **Card**.

**"Program"** means Employee Card Misuse Protection Program.

## WHAT ARE UNAUTHORIZED CHARGES?

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A. Unauthorized **Charges** are **Charges** to a **Cardmember's Card** incurred by a **Cardmember**:

- a) which do not benefit the **Company** directly or indirectly in whole or in part; or
- b) for which the **Company** has reimbursed the **Cardmember** but the **Cardmember** has not paid **Amex**.

Provided that such unauthorized **Charges**:

- 1) are incurred within the seventy-five (75) days preceding the **Date of Notification**, or are incurred within the 75 days preceding the date **Amex** receives the **Company's** request to cancel the **Card**, if **Amex** receives the request more than two (2) business days after the **Date of Notification**;
- 2) are incurred up to fourteen (14) days after **Amex** has received a request to cancel the **Cardmember's Card**, provided the **Company** notified **Amex** to cancel the **Card** within two (2) business days of the **Date of Notification**.

The table below illustrates the protection period for unauthorized **Charges**:

	<b>Card cancelled before Date of Notification</b>	<b>Card cancelled 0-2 days after Date of Notification</b>	<b>Card cancelled 3 plus days after Date of Notification</b>
Unauthorized <b>Charges</b> made during this period are covered	75 days prior to <b>Date of Notification</b> and 14 days after <b>Amex</b> receives <b>Card</b> cancellation request	75 days prior to <b>Date of Notification</b> and 14 days after <b>Amex</b> receives <b>Card</b> cancellation request	75 days prior to <b>Amex</b> receiving <b>Card</b> cancellation request

B. Auditors' fees incurred with the **Program** Administrator's written consent solely to substantiate the amount of the claim are covered.

## **PROGRAM EXCLUSION**

The following **Charges** are excluded and not covered by the **Program** whether they are unauthorized **Charges** or authorized **Charges**:

1. **Charges** made by partners, owners, or principal shareholders who own more than five percent (5%) of the **Company's** outstanding shares, or persons who are not employees of the **Company** at the time **Charges** were incurred.
2. **Charges** made by anyone related to the **Cardmember**, a partner, an owner or a principal shareholder.
3. Interest or fees imposed by **Amex** on outstanding unpaid **Charges**.
4. In cases where **Amex** invoices the **Cardmember**, any amount on a cheque submitted by a **Cardmember** which is not paid by the **Cardmember's** financial institution, if the **Cardmember** has, within the last twelve (12) months, submitted any other cheque to **Amex** which was not paid by the **Cardmember's** financial institution.
5. **Charges** for the **Company** or bought for someone else if instructed or approved by the **Company** will not be covered. However, these **Charges** would be covered if **Amex** bills the **Cardmember** directly, where the **Company** has reimbursed the **Cardmember** and the **Cardmember** has not paid **Amex**.
6. **Charges** incurred by the **Cardmember** more than fourteen (14) days after the **Date of Notification**.
7. **Charges** incurred on or after the **Date of Notification** if the **Card** cancellation request was not sent to **Amex** within two (2) business days of the **Date of Notification**.
8. **Charges** resulting from either a lost or stolen **Card** or **Charges** to a **Card** which is closed, frozen or ninety (90) or more days delinquent.

9. Cash advances in excess of \$300 per day per **Cardmember**, or a maximum of \$1,000 per **Cardmember**, whichever is less.
10. Any interest on money owing.
11. At the time the **Charges** were incurred, the **Company** had less than two (2) **Cards**.

## **WHAT ARE THE COMPANY'S RESPONSIBILITIES?**

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**Notification to Amex.** The **Company** may request **Amex** to waive the **Company's** liability for unauthorized **Charges** only if the **Company** meets all of the following requirements:

1. The **Company** must use reasonable efforts to retrieve the **Card** from the employee.
2. The **Company** must notify **Amex** in writing to cancel the **Card** within two (2) business days of the **Date of Notification**. The letter must state:
  - (i) that the **Company** requests the waiver of unauthorized **Charges**,
  - (ii) the **Date of Notification**,
  - (iii) the **Cardmember's** name, **Card** number, home address, home phone number and the last known business addresses and phone number,
  - (iv) confirmation that the **Card** was retrieved and the date it was retrieved and confirmation that the **Card** is still in the **Company's** possession,
  - (v) in cases where **Amex** bills the **Cardmember** directly, that the **Company** has contacted the **Cardmember** in writing and directed the **Cardmember** to immediately pay all outstanding **Charges** to **Amex**.

**Notification to Cardmember.** The **Company** must deliver to the **Cardmember** or send by first-class mail in writing, a notice stating that the **Cardmember's Card** has been cancelled, and instruct the **Cardmember** to:

- (i) immediately discontinue use of **Card**;
- (ii) immediately pay any outstanding amounts owed to **Amex**; and
- (iii) immediately return the **Card** to the **Company**.

If the **Company** knows that a **Cardmember** is receiving reimbursement for **Charges** but is not paying **Amex** for those **Charges**, the **Company** must promptly give written notice to **Amex**.

## **HOW TO MAKE A CLAIM**

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1. As soon as employee fraud is detected, contact the **Program Administrator** to obtain the Written Notice of **Card Cancellation** and **Affidavit of Waiver** letter template.
2. Provide the employee with Written Notice of **Card Cancellation** within two (2) days of the **Date of Notification** and send the Request to Cancel **Card** letter to **Amex**.
3. An authorized official of the **Company** must send an **Affidavit of Waiver** and the Request to Cancel **Card** letters to the **Program Administrator** by mail or fax within thirty (30) days of the **Date of Notification**.

All supporting claims documents must be filed with the **Program Administrator** within sixty (60) days from the employee's **Date of Notification**.

## **INQUIRIES**

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Please direct any inquiries to the **Program Administrator** at telephone number 1-800-243-0198. Please refer to the **Program** number **PSI030590891**.

## RECOVERY

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1. If the **Company** recovers any amounts for unauthorized **Charges** from any source after the **Company** has filed an **Affidavit of Waiver** with the **Program** Administrator, the **Company** will remit all such amounts to the **Program** Administrator. The **Company** agrees to assign any rights it may have to collect such amounts from the **Cardmember** to **Amex**. The **Company** agrees to assign any rights it may have to collect such amounts from the **Cardmember** to the **Program** Administrator.
2. **Amex** agrees to forward any recovered amounts to the **Program** Administrator, if the **Program** Administrator has already reimbursed **Amex** for the unauthorized **Charges**.

## OTHER BENEFITS

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This **Program** does not cover losses that are covered by insurance that provide similar benefits, losses that are above those covered by such insurance, but which are less than the limit of this coverage are eligible for payment.

## TERMINATION

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Unauthorized **Charges** incurred by a **Cardmember** will not be covered under the **Program** unless both the **Date of Notification** with respect to the **Cardmember** and the notice from the **Company** to **Amex** to cancel the **Cardmember's Card** occurs prior to the earlier of:

- 1) the date the **Company's Amex Card** Account Agreement is cancelled,  
or
- 2) the date the **Program** terminates.

The **Affidavit of Waiver** and the supporting documentation with respect to the unauthorized **Charges** may be submitted after the dates outlined in 1) or 2) above, if they are submitted within the periods detailed under "How to Make a Claim" above.

## MISSTATEMENT

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Any fraud, misstatement or concealment by the **Company** either in regard to any matter affecting this **Program** or in connection with the making of a claim shall render this **Program** null and void.

## CURRENCY

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All claims will be paid in Canadian dollars.

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# CUSTOMER SERVICE NUMBERS

**Chubb Life Insurance Company of Canada:** 1-877-777-1544

Travel Accident Insurance

**Royal & Sun Alliance Insurance Co. of Canada:** 1-800-243-0198

Flight and Baggage Delay & Hotel Burglary Insurance

Lost or Stolen Baggage Insurance

Car Rental Theft and Damage Insurance

Buyer's Assurance® Protection Plan

Purchase Protection® Plan

Mobile Device Insurance

Employee Card Misuse Protection