

**SIMPLYCASH® PREFERRED CARD
FROM AMERICAN EXPRESS**

Amended and Restated Effective Date:
July 1, 2025

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IMPORTANT: Please read these certificates carefully before you travel, keep them in a safe place and take them with you when you travel.

OUT OF PROVINCE/COUNTRY EMERGENCY MEDICAL INSURANCE

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SECTION 1 - INTRODUCTION

Out of Province/Country Emergency Medical Insurance for Amex® Cardmembers and insured persons.

Amex Bank of Canada has been issued the Policy **PSI047257741** by Belair Insurance Company Inc. (the **Insurer**) to cover **emergency** medical expenses incurred by you while outside your **province**. This Certificate of Insurance (hereinafter described as “this certificate” or “your certificate”) summarizes the provisions of the Policy applicable to your Amex® **Card** for Out of Province/Country Emergency Medical Insurance coverage.

SECTION 2 - IMPORTANT NOTICE - PLEASE READ CAREFULLY

- **Bolded terms that are defined in this certificate can be found in SECTION 4 - DEFINITIONS.** Throughout this certificate, any references to “you” and “your” mean any person qualifying as an **insured person** under this certificate. The words “we”, “our” and “us” mean the **Insurer**, or its authorized representatives or Global Excel Management Inc. (hereinafter referred to as “**Global Excel**”), the assistance and claims service provider under this certificate, as applicable.
- Out of Province/Country Emergency Medical Insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that you read and understand your certificate before you travel as your coverage may be subject to certain limitations or exclusions.
- 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.
- An exclusion applies for any **medical condition** that was not **stable** before your **trip**. Refer to this certificate to determine how this exclusion affects your coverage and how it relates to your **departure date**.
- In the event of an **accident, injury** or **sickness**, your prior medical history may be reviewed when a claim is reported.
- Your insurance provides travel assistance. You are required to contact **Global Excel** prior to **emergency treatment**. Your insurance benefits may be limited should you not contact **Global Excel** immediately.
- **Coverage is only available while you are a resident of Canada, while you are covered by a government health insurance plan and while you are travelling outside your province.**
- Throughout this certificate, any reference to age refers to your age on the **departure date**.
- **This certificate contains clauses which may limit the amounts payable.**
- **This certificate 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.**

SECTION 3 - WHAT TO DO IN A MEDICAL EMERGENCY?

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

Global Excel can be contacted 24 hours a day, 7 days a week by calling:

**1-800-243-0198 toll-free from the US & Canada, or
+905-475-4822 collect from anywhere in the world.**

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

SECTION 4 - DEFINITIONS

Throughout this certificate, bolded terms that are defined have the specific meaning described below:

Accident means a fortuitous, sudden, unforeseen and unintentional event exclusively attributable to an external cause resulting in **injury**.

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

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 a SimplyCash® Preferred Card from American Express issued in Canada by Amex Bank of Canada.

Cardmember means a holder of a valid Basic or Supplementary **Card**.

Common carrier means any land, air or water conveyance which is licensed to transport passengers for hire, provided it maintains published timelines and fares. Rental vehicles, however, are not considered common carriers.

Departure date means the date on which you leave your **province**.

Departure point means the place from which you depart your **province** on the first day, and return to on the last day of your intended **trip**.

Dependent child(ren) means an unmarried natural, adopted, step or foster child, or legal ward of the **Cardmember** or the **Cardmember's spouse** who is, on the **departure date**, at least 15 days old, dependent on the **Cardmember** or the **Cardmember's spouse** for support and:

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

Emergency means an unexpected and unforeseen **medical condition** (arising during the **period of insurance**), for which immediate medical **treatment** is needed to prevent or alleviate existing danger to life or health and cannot be reasonably delayed until you return to your **province**. An emergency ends when **Global Excel** or the **Insurer**, upon the **physician's** advice, determines that you are medically able to travel to your **departure point**.

Emergency services mean any **treatment** that:

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

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

Global Excel means Global Excel Management Inc., which is the assistance and claims service provider under this certificate.

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

Hospital means an establishment that is licensed as an accredited hospital, is operated for the care and **treatment** of inpatients, has a **physician** and registered nurse always on duty, and has a laboratory and an operating room on the premises or in facilities controlled by the establishment. Hospital does not mean any establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction treatment centre, convalescent, rest or nursing home, home for the aged or health spa.

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

Injury means an unexpected and unforeseen harm to the body caused by an **accident**.

Insurer means Belair Insurance Company Inc.

Medical condition means any **injury** or **sickness** (or a condition related to that **injury** or **sickness**).

Minor ailment means any **sickness** or **injury** which does not require:

- a) the use of medication for a period of greater than 15 days;
- b) more than one follow-up visit to a **physician**; or
- c) hospitalization, surgical intervention, or referral to a specialist;

and which ends at least 30 consecutive days prior to the **departure date** of a **trip**.

However, a chronic condition or any complication of a chronic condition is not considered a minor ailment.

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

Period of insurance means the first 15 consecutive days of your **trip** (including the **departure date**) if you are age 64 or under on your **departure date**.

Physician means someone who is not you or a member of your **immediate family** who is licensed to prescribe drugs and administer medical **treatment** (within the scope of such license) at the location where the **treatment** is provided.

Province means your Canadian province or territory of permanent residence.

Reasonable and customary expenses mean charges that are, as determined by us, comparable to other charges for the same service and level of expertise in the place where the **emergency** took place.

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

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

Sickness means a disease or disorder of the body.

Spouse means:

- a) a person who is married to or has entered into a civil union with another person and is living with that person.
- b) a person who is not married but has lived in a marital relationship in the same household for at least one year with another person who is publicly presented as that person's spouse.

Stable means any **medical condition** (other than a **minor ailment**) for which all the following statements are true:

- a) there has been no new diagnosis, **treatment** or prescribed medication;
- b) there has been no change in **treatment** or change in medication, including the amount of medication to be taken, how often it is taken, the type of medication or change in **treatment** frequency or type. "Change in medication" does not include: the routine adjustment of Coumadin, Warfarin, insulin or oral medication to control diabetes, or a change from a brand medication to a generic brand medication (where there is no modification to the dosage);
- c) there have been no new symptoms, more frequent symptoms or more severe symptoms;
- d) there have been no test results showing deterioration; and
- e) there has been no hospitalization or referral to a specialist (made or recommended) and no waiting of results of further investigations for that **medical condition**.

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

Top up means the coverage you purchase through the Enrollment Centre to extend travel insurance coverage that is in effect for a portion of your **trip** duration.

Travelling companion means the person (up to a maximum of three people), other than a **spouse** or **dependent children**, who accompanies you throughout the **trip**. A travelling companion is not covered under this insurance.

Treatment means a medical, therapeutic or diagnostic procedure prescribed, performed or recommended by a **physician** including, but not limited to, consultation, prescribed medication, investigative testing, hospitalization or surgery.

Trip means a journey which commences on the **departure date** and ends on the **return date**.

Vehicle means a private passenger automobile, minivan, mobile home, camper truck or trailer home, which you use during your **trip** exclusively for the transportation of passengers other than for hire, whether owned by you or leased by you from a commercial rental agency. This vehicle must not have been used for commercial purposes.

We, our and **us** mean the **Insurer**, its authorized representatives or **Global Excel**, as applicable.

You, your and **insured person** mean any of the following persons who are age 64 or under on the **departure date** and who have a valid **government health insurance plan**: the **Cardmember**, the **Cardmember's spouse** or the **Cardmember's dependent child**, whether travelling together or not.

SECTION 5 - WHEN DOES COVERAGE BEGIN AND END?

Coverage is for an unlimited number of **trips**; however, each **trip** must be separated by a return to your **province**. Coverage must be in effect before you leave your **province**. You do not need to provide us with advance notice of your **departure date** and **return date** for each **trip**. However, you will be required to provide evidence of these dates when filing a claim, for example, an airline ticket or boarding pass.

This insurance coverage begins whenever you leave your **province**.

You will be covered for the first:

- 15 consecutive days of your **trip** (including the **departure date**), if you are age 64 or under on your **departure date**.

Coverage ends on the earliest of:

1. the date you have been absent for more than 15 consecutive days from your **province**;
2. the date you return to your **province**;
3. the date your **Card** account is cancelled;
4. the date your **Card** privileges are terminated;
5. 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;
6. the date the Policy terminates.

WHAT IF YOU WANT TO TOP UP YOUR COVERAGE?

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

SECTION 6 - WHEN DOES YOUR COVERAGE AUTOMATICALLY EXTEND?

Coverage is automatically extended beyond the end of the **period of insurance** in the following circumstances:

1. Hospitalization. When you or your **travelling companion** are hospitalized due to a medical **emergency** on your scheduled **return date**, your coverage will remain in force during the period of hospitalization and up to 5 days following discharge from the **hospital**.
2. Medical Emergency Preventing Travel. If you or your **travelling companion** is unable to travel on your scheduled **return date** due to a medical **emergency** which does not require hospitalization, your coverage is automatically extended for up to 5 days beyond your **return date**.
3. Delay of Transportation. If your **common carrier** has been delayed, or if a private **vehicle** becomes inoperable on the way to your **province** due to circumstances beyond your control, your coverage is extended for up to 72 hours beyond your scheduled **return date**.
4. Medically Unfit to Travel. If you or your **travelling companion** is medically unfit to travel due to an **emergency**, your coverage is extended for up to 72 hours following the date that you are deemed able to return to your **province**, as deemed by your **physician** or your **common carrier's** guidelines.

You are required to notify Global Excel in the foregoing circumstances prior to the end of the period of insurance. Failure to notify Global Excel by such time may result in coverage not being extended.

In no circumstances will coverage be extended to more than 365 days from your departure date.

SECTION 7 - WHAT ARE YOU COVERED FOR?

This insurance offers coverage to a maximum of \$5,000,000 CAD per **insured person**, per **trip** for **reasonable and customary expenses** incurred by you for the benefits listed below, for **emergency services** medically required during your **trip** as a result of a medical **emergency** occurring while travelling outside your **province**.

WHAT ARE THE BENEFITS?

Hospital Accommodations & Medical Expenses

Room and board costs, up to the semi-private room rate or the equivalent, use of an operating room, intensive care unit, anesthesia and surgical dressings charged by the **hospital** are covered. If medically necessary, expenses for **treatment** in an intensive or coronary care unit, and **emergency** outpatient services provided by a **hospital**, are also covered.

Physician Charges

The expenses resulting from the services of a **physician** provided to you as a result of an **emergency**.

Private Registered Nurse

When approved in advance by **Global Excel**, the services of a qualified private registered nurse (who is not you or your **immediate family** member), while hospitalized to a maximum of \$10,000, if the attending **physician** and we consider one to be necessary.

Ground Ambulance Services

Ground ambulance services (or local taxi fare or **ridesharing services** in lieu) from the place where the **emergency** occurred, to the nearest **hospital** that is able to provide the necessary **treatment**.

Paramedical Services

The services of a licensed physiotherapist, chiropractor, chiropodist, podiatrist or osteopath when they are needed due to an **emergency** that occurs during your **trip**, to a maximum amount of \$250 per **insured person**, per profession.

Diagnostic Services

Laboratory tests and x-rays ordered by the **physician** who is treating you. Note: This benefit does not cover magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, sonograms, ultrasounds and biopsies unless such services are approved in advance by **Global Excel**.

Prescriptions

Drugs, including injectable drugs and sera, and medicine that require the prescription of the attending **physician** and are dispensed by a licensed pharmacist due to an **emergency**. This benefit does not cover such drugs or medicine, when you need (or renew) them to continue to stabilize a condition which you had before your **trip**, or a chronic condition.

Medical Appliances

When approved in advance by **Global Excel**, the lesser of the rental or purchase of a hospital-type bed, a wheelchair, brace, splints, crutches, casts, canes, trusses, walkers and other medical appliances. The appliances must be obtained outside your **province**, ordered by the attending **physician**, and must be required due to an **emergency**.

Emergency Dental Expenses

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

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

This insurance also covers **treatment**, during your **trip**, for the **emergency** relief of dental pain, to a maximum of \$250.

Return to your Departure Point

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

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

Return of Deceased

Covers:

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

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

Additional Meal & Accommodation Expenses

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

Transportation to Bedside

- This benefit is subject to a pre-authorization by **Global Excel**.
- Covers the cost of round-trip economy class transportation by the most cost-effective route, to have someone visit you when you are travelling alone and are hospitalized during your **trip** for more than 3 days. However,

if you are under age 21, or age 21 and over and physically handicapped and dependent on your bedside companion for support, this insurance provides this benefit to you as soon as you are admitted to a **hospital**. That person is entitled to a maximum of \$300 for meal and **accommodation** expenses and is covered under the terms of your insurance during the period in which that person is required at your bedside.

Return of Vehicle

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

Care and Return of Dependent Children

- This benefit is subject to a pre-authorization by **Global Excel**.
- If you are unable to attend to your **dependent children** as the result of hospitalization due to an **emergency** and they are travelling with you, we will arrange temporary care for them or provide them with one way economy airfare (if they do not have a valid open return air ticket) to their **province** and the cost of return economy transportation for an escort, when an escort is deemed necessary by the carrier. Also, up to \$250 for incidental expenses that result from sending them home, if you submit all the original receipts with your claim.

Return of your Excess Baggage

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

Incidental Expenses

Up to \$300 for all **insured persons** combined, for your reasonable incidental expenses such as telephone, television or parking. This also includes contracted expenses at home that must be extended due to hospitalization that had delayed your return home (e.g. house-sitting, childcare, kennels, etc.).

SECTION 8 - WHAT ASSISTANCE SERVICES ARE AVAILABLE?

If you need assistance while travelling, help is one call away. Global Excel is available 24 hours a day, 7 days a week, to provide the following services wherever possible:

Emergency Call Centre. No matter where you travel, professional assistance personnel are ready to take your call. You can call **Global Excel** toll free at **1-800-243-0198** if in Canada or the United States or collect at **+905-475-4822** from anywhere else in the world.

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

Medical Assistance and Consultation. If you have an **emergency** and you call **Global Excel**, you will be directed to one or more recommended medical service providers near you, where possible. In addition, whenever possible, **Global Excel** will:

- provide confirmation of coverage and pay expenses covered by this insurance directly to the recommended medical service provider,

- consult with your attending **physician** to monitor your care, and
- monitor the appropriateness, necessity and reasonableness of that care to help ensure that your expenses will be covered by this insurance.

Telemedicine and House Call Services. When such service is available in your area of travel and the circumstances of your **emergency** allow, **Global Excel** may provide you with access to a **physician** over the phone, or a personal visit.

Payment Assistance and Direct Billing. The payment of the medical services you receive will be coordinated through **Global Excel**, communicated with your medical provider and billing arrangements will be discussed. There are certain countries where, due to local conditions or travel reports from the Government of Canada, assistance services are not available and you may be required to make payment up-front. If you are required to make payment up-front, you must obtain detailed and itemized original bills for claims submission and call **Global Excel** on your return home.

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

Claims Information. **Global Excel** will answer any questions you have about your claim, **Global Excel's** standard verification procedures and the way that your certificate benefits are administered.

SECTION 9 - WHAT ARE YOU NOT COVERED FOR?

GENERAL EXCLUSIONS

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

1. Any **medical condition** (other than a **minor ailment**) that was not **stable*** at any time during the 90 days before your **departure date**.
***Stable** means any **medical condition** (other than a **minor ailment**) for which all the following statements are true:
 - a) there has been no new diagnosis, **treatment** or prescribed medication;
 - b) there has been no change in **treatment** or change in medication, including the amount of medication to be taken, how often it is taken, the type of medication or change in **treatment** frequency or type. "Change in medication" does not include: the routine adjustment of Coumadin, Warfarin, insulin or oral medication to control diabetes, or a change from a brand medication to a generic brand medication (where there is no modification to the dosage);
 - c) there have been no new symptoms, more frequent symptoms or more severe symptoms;
 - d) there have been no test results showing deterioration; and
 - e) there has been no hospitalization or referral to a specialist (made or recommended) and no waiting of results of further investigations for that **medical condition**.
2. Any **medical condition** that required the use of home oxygen at any time during the 90 days before your **departure date**.
3. Any cancer for which you received chemotherapy **treatment** at any time during the 90 days before your **departure date**.
4. Any lung condition that required **treatment** with oral steroids (prednisone or prednisolone) at any time during the 90 days before your **departure date**.

5. A **medical condition** for which future investigation or **treatment** (except routine monitoring) is planned before your **trip**.
6. Non-compliance with our instructions.
7. Elective and/or cosmetic surgery or **treatment** even if it is recommended by a **physician**.
8. Further consultation, continued **treatment**, recurrence or complication of a **medical condition** or related condition, following **emergency services** of that **medical condition** during your **trip**, when it is determined, either in the opinion of **Global Excel** or your **physician**, or by virtue of discharge from a **hospital**, that you were medically able to transfer to another **hospital**, or return to your **departure point** and you chose to decline the transfer or return home.
9. Any **treatment** which is experimental.
10. Any services that are not **emergency services**.
11. Routine care of a chronic condition.
12. Routine pre-natal care.
13. If you are pregnant, your pregnancy or the birth and delivery of your child, or any complications of either, occurring in the nine weeks before or after your expected delivery date as determined by your primary care **physician** in your **province**. Note that a child born during a **trip**, even if born outside of the nine weeks before or after the expected delivery date, shall not be regarded as an **insured person** and shall not have coverage under this certificate for the entire duration of the **trip** in which the child is born.
14. Magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, sonograms or ultrasounds and biopsies unless such services are authorized in advance by **Global Excel**.
15. Participation:
 - a) as a professional athlete in a sporting event including training or practice; (Professional means a person who engages in an activity as one's main paid occupation);
 - b) in any motorized race or motorized speed contest;
 - c) in scuba diving (unless you hold a basic SCUBA designation from a certified school or other licensing body), hang-gliding, rock climbing, paragliding, skydiving, parachuting, bungee jumping, **mountain climbing**, rodeo, heli-skiing, any downhill skiing or snowboarding outside marked trails or any cycling racing event or ski racing event.
16. Any illegal activity, fraud, or criminal activity, committed by or attempted by the **insured person** who has incurred the loss.
17. Your intentional self-inflicted **injury**, suicide or attempted suicide.
18. Abuse or overdose of a medication, drug or toxic substance; alcohol abuse, alcoholism or an **accident** occurring while you were operating a motorized **vehicle**, vessel or aircraft, while being impaired by drugs or alcohol or having an alcohol concentration that exceeds the legal limit as determined in the jurisdiction where the **accident** occurred.
19. Anxiety or panic attack or a state of mental or emotional stress unless such state was sufficiently severe as to require a medical consultation which resulted in a diagnosis.
20. Your participation in and/or voluntary exposure to any risk from: war or act of war, whether declared or undeclared; invasion or act of a foreign enemy; declared or undeclared hostilities; civil war, riot, rebellion; revolution or insurrection; act of military power; or any service in the armed forces.

21. Any **medical condition** if you undertake your **trip** with the prior knowledge that you will require or seek **treatment**, surgery, investigations, palliative care or alternative therapy of any kind, regardless of whether the **treatment**, surgery, investigations, palliative care or alternative therapy is related in any way to the **medical condition**.
22. Symptoms which would have caused an ordinarily prudent person to seek **treatment** or medication in the 90 days before your **trip**.
23. **Treatment** or surgery for a specific condition, or a related condition, which had caused your **physician** to advise you not to travel.
24. Any **medical condition** you suffer or contract, or any loss you incur in a specific country, region or area while a travel advisory of “Avoid non-essential travel” or “Avoid all travel” is in effect for that specific country, region or area and the travel advisory was issued by the Government of Canada before your **departure date**, even if the **trip** is undertaken for essential reasons. This exclusion only applies to **medical conditions** or losses which are related, directly or indirectly, to the reason for which the travel advisory was issued.

If the travel advisory is issued after your **departure date**, your coverage under this insurance in that specific country, region or area will be restricted to a period of 10 days from the date the travel advisory was issued, or to a period that is necessary for you to safely evacuate the country, region or area, after which coverage will be limited to **medical conditions** or losses which are unrelated to the reason for which the travel advisory was issued, while the travel advisory remains in effect.

SECTION 10 - HOW DO YOU SUBMIT A CLAIM?

To submit a claim, please call Global Excel:

- 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
1. When you call **Global Excel** at the time of an **emergency**, you will be given all the information required to file a claim.
 2. This insurance does not cover fees charged for completing a medical certificate.
 3. You must file your claim with us within 90 days of your return to your **departure point**.

Emergency Medical Insurance

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

- Proof of your **departure date** and **return date**. While boarding passes are preferred, we will accept a credit card receipt, airline tickets or proof of **departure date** from your **province**, provided it contains your name and the location and date of your purchase.
- Original of all bills, invoices and receipts.
- Proof of payment by your **government health insurance plan** and payment from any other insurer or benefit plan.
- The completed and signed government specific forms if you reside in Quebec, British Columbia or Newfoundland.
- A complete diagnosis from the **physician(s)** and/or **hospital(s)** that provided the **treatment**, including, where applicable, written verification from the **physician** who treated you during your **trip** that the expenses were medically necessary.

In addition, for accidental dental expenses, we require proof of the **accident**.

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

WHEN MAKING A CLAIM UNDER THIS INSURANCE, YOU MUST PROVIDE THE APPLICABLE DOCUMENTS WE REQUIRE. FAILURE TO PROVIDE THE APPLICABLE DOCUMENTATION WILL INVALIDATE YOUR CLAIM.

All pertinent documents should be sent to:

Global Excel Management Inc.

73 Queen Street, Sherbrooke, Quebec, J1M 0C9

OTHER CLAIM INFORMATION

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

You agree that the **Insurer** and its agents have:

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

SECTION 11 - WHAT ELSE DO YOU NEED TO KNOW?

This certificate evidences the agreement between you and us. Despite any other provision of this agreement, this agreement is subject to any applicable Canadian law 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, to the extent required by applicable law and subject to compliance with any notice requirements under applicable law. This certificate replaces any and all certificates previously issued to the **Cardmember** with respect to the Policy.

Other Insurance or Recovery. This insurance is a second payor plan. This means that for any loss or damage insured by, or for any claim payable under, any other liability, group or individual basic or extended health insurance plan or contract, including any private or provincial or territorial auto insurance plan providing **hospital**, medical, or therapeutic coverage, or any other insurance in force concurrently herewith, or any amounts recoverable by you under a credit card, a charge card, applicable Canadian consumer protection legislation or any other benefit or reimbursement source, amounts payable hereunder are limited to those covered benefits incurred anywhere outside your **province** that are in excess of the amounts for which you are insured or otherwise entitled to recovery under such other legislation, benefit or reimbursement source. All coordination with employee related plans follows Canadian Life and Health Insurance Association Inc. guidelines. In no case will the **Insurer** seek to recover against employment related plans if the lifetime maximum for all in-country and out-of-country benefits is \$50,000 or less.

Failure to Notify Global Excel. In the event of an **emergency**, you must call **Global Excel** before seeking **treatment**. If it is not reasonably possible for you to contact **Global Excel** before seeking **treatment** due to the nature of your **emergency**, you must have someone else call on your behalf or you must call as soon as medically possible. Failure to do so may limit the benefits payable to you.

Transfer or Medical Repatriation. During an **emergency** (whether prior to admission, during a hospitalization or after your release from the **hospital**), the **Insurer** reserves the right to:

- a) Transfer you to a preferred health care provider; and/or
- b) Return you to your **province**;

for the medical **treatment** of your **sickness** or **injury** without danger to your life or health.

Global Excel will make every provision for your **medical condition** when choosing and arranging the mode of your transfer or return and, in the case of a transfer, when choosing the **hospital**. If you choose to decline the transfer or return when declared medically **stable** by the **Insurer**, the **Insurer** will not pay any expenses related to your **sickness** or **injury** after the proposed date of transfer or return.

Benefits Limited to Incurred Expenses. The total benefits paid to you from all sources cannot exceed the actual expenses which you have incurred.

Misrepresentation and Non-Disclosure. Any fraudulent statements by you in connection with a claim will result in denial of such claim, in which case no benefits will be paid.

Subrogation. If you incur expenses due to the fault of a third party, you assign to us the right to take action against the party at fault in your name. This will require your full cooperation with us and we will pay for all of the related expenses.

Additionally, if No Fault benefits or other collateral sources of payment of expenses are available to you, regardless of fault, the **Insurer** is granted the right to make a demand for, and recover those benefits. If the **Insurer** institutes an action, the **Insurer** may do so at its own expense, in your name, and you will attend at the place of loss to assist in the action. If you institute a demand or an action for a covered loss, you shall immediately notify the **Insurer** so that it may safeguard its rights. You shall take no action after a loss that will impair the rights of the **Insurer** set forth in the previous paragraph and shall do such things as are necessary to secure the **Insurer's** rights.

Canadian Currency. Any claims paid to you will be payable in Canadian funds. If you have paid a covered expense, you will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made to you. No sum payable shall bear interest.

Availability and Quality of Care. We are not responsible for the availability, quality or results of medical **treatment** or transportation, or your failure to obtain medical **treatment**.

Entire Agreement. This certificate is the entire contract between you and us. Despite any other provision of this contract, this contract is subject to any applicable federal and provincial statutes concerning contracts of insurance.

Group Contract. 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).

Payment of Benefits. All payments are payable to you or on your behalf. In case of your death, benefits are payable to your estate unless another beneficiary is designated in writing to us.

Rights of Examination. As a condition precedent to recovery of insurance money under the Policy,

- a) if you make a claim under the Policy, you must give us an opportunity to examine you when and so often as we may reasonably require while the claim hereunder is pending, and

- b) in the case of your death, we may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.

Applicable Law. The terms of this insurance coverage shall be governed and interpreted according to the laws of the **province** in which you are resident.

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

Limitation of Actions. 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), *The Limitations Act* (for actions or proceedings governed by the laws of Saskatchewan), or other applicable legislation. For actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.

Trade and Economic Sanctions. The **Insurer** shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this certificate if and to the extent that doing so would breach any **Prohibition**.

For the purposes of this Clause:

Prohibition means any prohibition or restriction imposed by law or regulation including but not limited to:

- a) trade and/or economic sanctions laws and/or regulations of Canada, the United Kingdom, or any other jurisdiction or authority relevant to the parties; and
- b) any activities that would be subject to a license requirement under those laws and/or regulations in respect of export control, unless such license has been obtained prior to the activity commencing and the **Insurer** has approved the provision of insurance for the activity.

IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

Your privacy is important to us. To read the commitment we've made to protecting your privacy, and understand how we use, collect and disclose your personal information, please visit our Privacy Promise online at <https://info.client.insure/privacy> or request a copy by calling **1-866-941-5094**. Our Privacy Promise may be updated from time to time. We encourage you to visit our website periodically to take notice of any changes.

Insurer Contact Information:

Belair Insurance Company Inc.
700 University Ave, Toronto, ON M5G 0A1
1-833-964-2757

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FLIGHT AND BAGGAGE DELAY & HOTEL BURGLARY INSURANCE

Amended and Restated Effective Date:
July 1, 2025

SECTION 1 - INTRODUCTION

Flight and Baggage Delay & Hotel Burglary Insurance for Amex Cardmembers and insured persons.

Amex Bank of Canada has been issued the Policy **PSI047258505** for Flight and Baggage Delay & Hotel Burglary Insurance coverage by Belair Insurance Company Inc. (the **Insurer**). This Certificate of Insurance (hereinafter described as “this certificate” or “your certificate”) summarizes the provisions of the Policy applicable to your Amex **Card** for Flight and Baggage Delay & Hotel Burglary Insurance.

SECTION 2 - IMPORTANT NOTICE - PLEASE READ CAREFULLY

- **Bolded terms that are defined in this certificate can be found in SECTION 4 - DEFINITIONS.** Throughout this certificate, any references to “you” and “your” mean any person qualifying as an **insured person** under this certificate. The words “we”, “our” and “us” mean the **Insurer**, or its authorized representatives or Global Excel Management Inc. (hereinafter referred to as “**Global Excel**”), the assistance and claims service provider under this certificate, as applicable.
- **Coverage is only available if you are a resident of Canada.**
- 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.
- **This certificate contains clauses which may limit the amounts payable.**
- **This certificate 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.**

SECTION 3 - WHAT TO DO IN AN EMERGENCY?

If you have an emergency, you can call **Global Excel**.

Global Excel can be contacted 24 hours a day, 7 days a week by calling:

**1-800-243-0198 toll-free from the US & Canada, or
+905-475-4822 collect from anywhere in the world.**

SECTION 4 - DEFINITIONS

Throughout this certificate, **bolded terms that are defined have the specific meaning described below:**

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

Aggregate limit means 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**.

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.

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

Card means a SimplyCash® Preferred Card from American Express issued in Canada by Amex Bank of Canada.

Cardmember means a holder of a valid Basic or Supplementary **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 child(ren) means an unmarried natural, adopted, step or foster child, or legal ward of the **Cardmember** or the **Cardmember's spouse** who is, on the date the **full fare** is charged to the **Card**, at least 15 days old, dependent on the **Cardmember** or the **Cardmember's spouse** for support and:

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

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 or the cost of the **accommodations**, as applicable, including taxes, was charged to the **Card**.

Global Excel means Global Excel Management Inc., which is the assistance and claims service provider under this certificate.

Insurer means Belair Insurance Company Inc.

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

Outbound means 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 mean an **insured person's** reasonable expenses for meals, **accommodations** and local taxi fare or **ridesharing services**, as determined by us.

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

Spouse means:

- a) a person who is married to or has entered into a civil union with another person and is living with that person.
- b) a person who is not married but has lived in a marital relationship in the same household for at least one year with another person who is publicly presented as that person's spouse.

Sundry items means items such as toiletries, magazines, paperback books and other reasonable small item purchases as determined by us.

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

We, our and **us** mean the **Insurer**, its authorized representatives or **Global Excel**, as applicable.

You, your and insured person mean any of the following persons: the **Cardmember**, the **Cardmember's spouse** or the **Cardmember's dependent children**, whether travelling together or not.

SECTION 5 - WHEN DOES COVERAGE BEGIN AND END?

Coverage begins for an **insured person** on the later of:

1. for Coverage A, B, and C, the date when the **full fare** of the **insured person's** airline ticket is charged to the **Cardmember's Card**;
2. for Coverage D, the actual time you check into your **accommodation**, when the **full fare** of the **accommodations** is reserved and charged to the **Cardmember's Card**;
3. the date the **Cardmember** falls within the definition of "you" or "**insured person**"; or
4. the date the Policy is effective.

Coverage ends on the earliest of:

1. for Coverage A, B and C, the time when you return to your place of residence;
2. for Coverage D, the time you check-out from your **accommodation**;
3. the date the **Cardmember's Card** account is cancelled;
4. the date the **Cardmember's Card** privileges are terminated;
5. 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;
6. the date the **Cardmember** no longer falls within the definition of "you" or "**insured person**"; and
7. the date the Policy terminates.

SECTION 6 - WHAT IS COVERED AND WHAT ARE THE BENEFITS?

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 by the airline within four (4) hours from the time of the scheduled departure, we will pay the **insured person's reasonable living expenses** incurred and other **sundry items** purchased during the period of the missed connection.

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** by the airline within four (4) hours of the scheduled departure time of the original flight, we will pay the **insured person's reasonable living expenses** incurred and other **sundry items** purchased during the period of the flight delay or denied boarding.

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, and C in respect of any one occurrence is \$500.

Coverage D - Hotel Burglary

If the **insured person** suffers a loss or damage due to **burglary** of their **accommodation** while registered as a guest, we will reimburse the **Cardmember** for the damage to or loss of personal items upon receipt of due proof of loss or damage.

The maximum payable under Coverage D is \$500 per burglary occurrence.

SECTION 7 - WHAT ARE YOU NOT COVERED FOR?

GENERAL EXCLUSIONS

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

1. Alternate travel arrangements made by the **insured person** such as a taxi, limo, intercity bus or the purchase of an airline ticket, other than local taxi and **ridesharing services**; and
2. Emergency Baggage Delay as a result of a flight that is returning to an **insured person's** place of residence; and
3. **Burglary** of an **insured person's** own rental property; and
4. Failure of any device to correctly read or interpret date/time data; and
5. Any illegal activity, fraud, or criminal activity, committed by or attempted by an **insured person** who has incurred the loss; and
6. Your participation in and/or voluntary exposure to any risk from: war or act of war, whether declared or undeclared; invasion or act of a foreign enemy; declared or undeclared hostilities; civil war, riot, rebellion; revolution or insurrection; act of military power; or any service in the armed forces; and
7. 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; and
8. For Coverage D only: The loss or damage of china, glass, fragile or brittle articles, statuary, paintings, art objects, antiques, household effects or furnishings; and
9. For Coverage D only: Cash, any type of currency, prepaid cards, gift cards, traveller's cheques, bank notes, bullion, securities, bonds, debentures, tickets or documents of any kind; and
10. For Coverage D only: **Burglary** of any place other than your **accommodation** premises; and
11. For Coverage D only: Your failure to take reasonable precautions to safeguard your personal property or to secure your **accommodation**.

SECTION 8 - HOW DO YOU SUBMIT A CLAIM?

To submit a claim, please call Global Excel:

- **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 <https://info.submitclaims.client.insure>.**
1. When you call **Global Excel**, you will be given all the information required to file a claim.
 2. You must file your claim with us as soon as reasonably possible. Where possible, written notice should be given to us within 90 days after the **occurrence**.
 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.
- Alternate boarding pass or flight delay report from airline.
- A copy of the airline ticket.

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.
- 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.
- A copy of the airline ticket.

For Coverage D:

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

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

WHEN MAKING A CLAIM UNDER THIS INSURANCE, YOU MUST PROVIDE THE APPLICABLE DOCUMENTS WE REQUIRE. FAILURE TO PROVIDE THE APPLICABLE DOCUMENTATION WILL INVALIDATE YOUR CLAIM.

All pertinent documents should be sent to:

Global Excel Management Inc.

73 Queen Street, Sherbrooke, Quebec, J1M 0C9

SECTION 9 - WHAT ELSE DO YOU NEED TO KNOW?

This certificate evidences the agreement between you and us. Despite any other provision of this agreement, this agreement is subject to any applicable Canadian law 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, to the extent required by applicable law and subject to compliance with any notice requirements under applicable law. This certificate replaces any and all certificates previously issued to the **Cardmember** with respect to the Policy.

Other Insurance or Recovery. Except in Quebec where the provisions set out under section 2496 of the *Civil Code of Quebec* shall apply, this insurance is strictly excess coverage and does not apply as contributing insurance. The Policy is not a substitute for other insurance and covers you only to the extent a permitted claim exceeds the coverage of other insurance. For any loss or damage insured by, or for any claim payable under, any other insurance in force concurrently herewith or any amounts recoverable by you under a credit card, a charge card, applicable Canadian consumer protection legislation or any other benefit or reimbursement source, amounts payable hereunder are limited to those covered benefits that are in excess of the amounts for which you are insured or otherwise entitled to recovery under such other legislation, benefit or reimbursement source. The Policy also provides coverage for the amount of the deductible of other insurance. The coverage takes effect only when the limits of the other insurance have been reached and paid to you regardless of whether the other insurance contains provisions purporting to make the coverage of such other insurance non-contributory or excess.

Benefits Limited to Incurred Expenses. The total benefits paid to you from all sources cannot exceed the actual expenses which you have incurred.

Misrepresentation and Non-Disclosure. Any fraudulent statements by you in connection with a claim will result in denial of such claim, in which case no benefits will be paid.

Subrogation. If you incur expenses due to the fault of a third party, you assign to us the right to take action against the party at fault in your name. This will require your full cooperation with us and we will pay for all of the related expenses.

Additionally, if No Fault benefits or other collateral sources of payment of expenses are available to you, regardless of fault, the **Insurer** is granted the right to make a demand for, and recover those benefits. If the **Insurer** institutes an action, the **Insurer** may do so at its own expense, in your name, and you will attend at the place of loss to assist in the action. If you institute a demand or an action for a covered loss, you shall immediately notify the **Insurer** so that it may safeguard its rights. You shall take no action after a loss that will impair the rights of the **Insurer** set forth in the previous paragraph and shall do such things as are necessary to secure the **Insurer's** rights.

Canadian Currency. Any claims paid to you will be payable in Canadian funds. If you have paid a covered expense, you will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made to you. No sum payable shall bear interest.

Entire Agreement. This certificate is the entire contract between you and us. Despite any other provision of this contract, this contract is subject to any applicable federal and provincial statutes concerning contracts of insurance.

Group Contract. 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).

Payment of Benefits. All payments are payable to you or on your behalf. In case of your death, benefits are payable to your estate unless another beneficiary is designated in writing to the **Insurer**.

Applicable Law. The terms of this insurance coverage shall be governed and interpreted according to the laws of the province or territory in which the **Cardmember** is resident at the time of the **occurrence**.

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

Limitation of Actions. 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), *The Limitations Act* (for actions or proceedings governed by the laws of Saskatchewan), or other applicable legislation. For actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.

Trade and Economic Sanctions. The **Insurer** shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this certificate if and to the extent that doing so would breach any **Prohibition**.

For the purposes of this Clause:

Prohibition means any prohibition or restriction imposed by law or regulation including but not limited to:

- a) trade and/or economic sanctions laws and/or regulations of Canada, the United Kingdom, or any other jurisdiction or authority relevant to the parties; and
- b) any activities that would be subject to a license requirement under those laws and/or regulations in respect of export control, unless such license has been obtained prior to the activity commencing and the **Insurer** has approved the provision of insurance for the activity.

Due Diligence. You shall use diligence and do all things reasonable to avoid or diminish any loss of, theft of or damage to property protected by this insurance. We 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, you shall give immediate notice to the police or other authorities having jurisdiction. We will require evidence of such notice with the Loss Report prior to settlement of a claim.

Disagreement Over Size of Loss. If there is a disagreement about the amount of the loss, either the **Cardmember** or we can make a written demand for an appraisal. After the demand, the **Cardmember** selects a competent appraiser and we select 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 the **Cardmember** chooses. We will pay the appraiser we choose. The **Cardmember** will share with us the cost of the arbitrator and the appraisal process.

Payment of Claims. Any claim for a loss covered under this certificate will be adjusted and paid when satisfactory proof of the loss or damage is provided to us. The **insured person** must give proof of loss and values of the items lost to us.

Maximum Claims Payment. 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 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 for each coverage under this certificate;
- f) In the event of loss or damage to an article which is part of a pair or set, the measure of loss shall be at a reasonable and fair proportion of the total value of the pair or set, considering the importance of such article, subject to the understanding that such loss shall not be treated as total loss of the pair or set.

Requirement to Comply. In case of an **occurrence** or loss covered by this certificate 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:

- 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 the **accommodation** 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 SECTION 8 - "HOW DO YOU SUBMIT A CLAIM?"

Statutory Conditions. The Policy includes Statutory Conditions that apply to insurance against loss or damage to property in the form prescribed by applicable provincial and territorial insurance legislation.

IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

Your privacy is important to us. To read the commitment we've made to protecting your privacy, and understand how we use, collect and disclose your personal information, please visit our Privacy Promise online at <https://info.client.insure/privacy> or request a copy by calling **1-866-941-5094**. Our Privacy Promise may be updated from time to time. We encourage you to visit our website periodically to take notice of any changes.

Insurer Contact Information:

Belair Insurance Company Inc.
700 University Ave, Toronto, ON M5G 0A1
1-833-964-2757

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LOST OR STOLEN BAGGAGE INSURANCE

Amended and Restated Effective Date:
July 1, 2025

SECTION 1 - INTRODUCTION

Lost or Stolen Baggage Insurance for Amex Cardmembers and insured persons.

Amex Bank of Canada has been issued the Policy **PSI047258521** for Lost or Stolen Baggage Insurance coverage by Belair Insurance Company Inc. (the **Insurer**). This Certificate of Insurance (hereinafter described as “this certificate” or “your certificate”) summarizes the provisions of the Policy applicable to your Amex **Card** for Lost or Stolen Baggage Insurance.

SECTION 2 - IMPORTANT NOTICE - PLEASE READ CAREFULLY

- **Bolded terms that are defined in this certificate can be found in SECTION 4 - DEFINITIONS.** Throughout this certificate, any references to “you” and “your” mean any person qualifying as an **insured person** under this certificate. The words “we”, “our” and “us” mean the **Insurer** or its authorized representatives or Global Excel Management Inc. (hereinafter referred to as “**Global Excel**”), the assistance and claims service provider under this certificate, as applicable.
- **Coverage is only available if you are a resident of Canada.**
- 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.
- **This certificate contains clauses which may limit the amounts payable.**
- **This certificate 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.**

SECTION 3 - WHAT TO DO IN AN EMERGENCY?

If you have an emergency, you can call **Global Excel**.

Global Excel can be contacted 24 hours a day, 7 days a week by calling:

**1-800-243-0198 toll-free from the US & Canada, or
+905-475-4822 collect from anywhere in the world.**

SECTION 4 - DEFINITIONS

Throughout this certificate, bolded terms that are defined have the specific meaning described below:

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 a SimplyCash® Preferred Card from American Express issued in Canada by Amex Bank of Canada.

Cardmember means a holder of a valid Basic or Supplementary **Card**.

Dependent child(ren) means an unmarried natural, adopted, step or foster child, or legal ward of the **Cardmember** or the **Cardmember’s spouse** who is, on the

date the **full fare** is charged to the **Card**, at least 15 days old, dependent on the **Cardmember** or the **Cardmember's spouse** for support and:

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

Full fare means 100% of the airline ticket price, including taxes, was charged to the **Card**.

Global Excel means Global Excel Management Inc., which is the assistance and claims service provider under this certificate.

Insurer means Belair Insurance Company Inc.

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

Spouse means:

- a) a person who is married to or has entered into a civil union with another person and is living with that person.
- b) a person who is not married but has lived in a marital relationship in the same household for at least one year with another person who is publicly presented as that person's spouse.

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

We, our and **us** mean the **Insurer**, its authorized representatives or **Global Excel**, as applicable.

You, your and **insured person** mean any of the following persons: the **Cardmember**, the **Cardmember's spouse** or the **Cardmember's dependent children**, whether travelling together or not.

SECTION 5 - WHEN DOES COVERAGE BEGIN AND END?

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

Coverage ends on the earliest of:

- 1. for checked-in baggage, the time when such 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, the time 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 Policy terminates.

SECTION 6 - WHAT IS COVERED AND WHAT ARE THE BENEFITS?

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

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 a maximum of \$300 per **occurrence**, and
- golf clubs, including golf bags, is limited to a maximum of \$250 per **occurrence**.

SECTION 7 - WHAT ARE YOU NOT COVERED FOR?

GENERAL EXCLUSIONS

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

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, any type of currency, prepaid cards, gift cards, traveller's cheques, bank notes, bullion, securities, bonds, debentures, tickets or documents of any kind;
3. Any illegal activity, fraud, or criminal activity, committed by or attempted by the **insured person** who has incurred the loss;
4. Your participation in and/or voluntary exposure to any risk from: war or act of war, whether declared or undeclared; invasion or act of a foreign enemy; declared or undeclared hostilities; civil war, riot, rebellion; revolution or insurrection; act of military power; or any service in the armed forces;
5. Confiscation, expropriation or detention by any government, public authority, customs or other officials.

SECTION 8 - HOW DO YOU SUBMIT A CLAIM?

To submit a claim, please call Global Excel:

- **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 <https://info.submitclaims.client.insure>.**
1. When you call **Global Excel**, you will be given all the information required to file a claim.
 2. You must file your claim with us as soon as reasonably possible. Where possible, written notice should be given to us within 90 days after the **occurrence**.

When making a claim, we may require that a Claim & Authorization form be completed and that supporting documentation such as the following, be provided:

- 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.
- A copy of the airline ticket.
- A copy of the lost or damaged baggage report filed with the airline which includes the completed claim form itemizing the baggage contents.
- Proof of settlement from the **insured person's** personal insurance company, if applicable.
- Proof of settlement from the airline company, if applicable.
- 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.

WHEN MAKING A CLAIM UNDER THIS INSURANCE, YOU MUST PROVIDE THE APPLICABLE DOCUMENTS WE REQUIRE. FAILURE TO PROVIDE THE APPLICABLE DOCUMENTATION WILL INVALIDATE YOUR CLAIM.

All pertinent documents should be sent to:

Global Excel Management Inc.

73 Queen Street, Sherbrooke, Quebec, J1M 0C9

SECTION 9 - WHAT ELSE DO YOU NEED TO KNOW?

This certificate evidences the agreement between you and us. Despite any other provision of this agreement, this agreement is subject to any applicable Canadian law 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, to the extent required by applicable law and subject to compliance with any notice requirements under applicable law. This certificate replaces any and all certificates previously issued to the **Cardmember** with respect to the Policy.

Other Insurance or Recovery. Except in Quebec where the provisions set out under section 2496 of the *Civil Code of Quebec* shall apply, this insurance is strictly excess coverage and does not apply as contributing insurance. The Policy is not a substitute for other insurance and covers you only to the extent a permitted claim exceeds the coverage of other insurance. For any loss or damage insured by, or for any claim payable under, any other insurance in force concurrently herewith or any amounts recoverable by you under a credit card, a charge card, applicable Canadian consumer protection legislation or any other benefit or reimbursement source, amounts payable hereunder are limited to those covered benefits that are in excess of the amounts for which you are insured or otherwise entitled to recovery under such other legislation, benefit or reimbursement source. The Policy also provides coverage for the amount of the deductible of other insurance. The coverage takes effect only when the limits of the other insurance have been reached and paid to you regardless of whether the other insurance contains provisions purporting to make the coverage of such other insurance non-contributory or excess.

Benefits Limited to Incurred Expenses. The total benefits paid to you from all sources cannot exceed the actual expenses which you have incurred.

Misrepresentation and Non-Disclosure. Any fraudulent statements by you in connection with a claim will result in denial of such claim, in which case no benefits will be paid.

Subrogation. If you incur expenses due to the fault of a third party, you assign to us the right to take action against the party at fault in your name. This will require your full cooperation with us and we will pay for all of the related expenses.

Additionally, if No Fault benefits or other collateral sources of payment of expenses are available to you, regardless of fault, the **Insurer** is granted the right to make a demand for, and recover those benefits. If the **Insurer** institutes an action, the **Insurer** may do so at its own expense, in your name, and you will attend at the place of loss to assist in the action. If you institute a demand or an action for a covered loss, you shall immediately notify the **Insurer** so that it may safeguard its rights. You shall take no action after a loss that will impair the rights of the **Insurer** set forth in the previous paragraph and shall do such things as are necessary to secure the **Insurer's** rights.

Canadian Currency. Any claims paid to you will be payable in Canadian funds. If you have paid a covered expense, you will be reimbursed in Canadian currency

at the prevailing rate of exchange on the date that the claim payment is made to you. No sum payable shall bear interest.

Entire Agreement. This certificate is the entire contract between you and us. Despite any other provision of this contract, this contract is subject to any applicable federal and provincial statutes concerning contracts of insurance.

Group Contract. 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).

Payment of Benefits. All payments are payable to you or on your behalf. In case of your death, benefits are payable to your estate unless another beneficiary is designated in writing to us.

Applicable Law. The terms of this insurance coverage shall be governed and interpreted according to the laws of the province in which you are resident.

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

Limitation of Actions. 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), *The Limitations Act* (for actions or proceedings governed by the laws of Saskatchewan), or other applicable legislation. For actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.

Trade and Economic Sanctions. The **Insurer** shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this certificate if and to the extent that doing so would breach any **Prohibition**.

For the purposes of this Clause:

Prohibition means any prohibition or restriction imposed by law or regulation including but not limited to:

- a) trade and/or economic sanctions laws and/or regulations of Canada, the United Kingdom, or any other jurisdiction or authority relevant to the parties; and
- b) any activities that would be subject to a license requirement under those laws and/or regulations in respect of export control, unless such license has been obtained prior to the activity commencing and the **Insurer** has approved the provision of insurance for the activity.

Due Diligence. You shall use diligence and do all things reasonable to avoid or diminish any loss of, theft of or damage to property protected by this insurance. We 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, you shall give immediate notice to the police or other authorities having jurisdiction. We will require evidence of such notice with the Loss Report prior to settlement of a claim.

Disagreement Over Size of Loss. If there is a disagreement about the amount of the loss, either the **Cardmember** or we can make a written demand for an appraisal. After the demand, the **Cardmember** selects a competent appraiser and we select 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 the **Cardmember** chooses. We will pay the appraiser we choose. The **Cardmember** will share with us the cost of the arbitrator and the appraisal process.

Payment of Claims. Any claim for loss or damage covered under this certificate 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.

Maximum Claims Payment. 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 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;
- f) In the event of loss or damage to an article which is part of a pair or set, the measure of loss shall be at a reasonable and fair proportion of the total value of the pair or set, considering the importance of such article, subject to the understanding that such loss shall not be treated as total loss of the pair or set.

Statutory Conditions. The Policy includes Statutory Conditions that apply to insurance against loss or damage to property in the form prescribed by applicable provincial and territorial insurance legislation.

IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

Your privacy is important to us. To read the commitment we've made to protecting your privacy, and understand how we use, collect and disclose your personal information, please visit our Privacy Promise online at <https://info.client.insure/privacy> or request a copy by calling **1-866-941-5094**. Our Privacy Promise may be updated from time to time. We encourage you to visit our website periodically to take notice of any changes.

Insurer Contact Information:

Belair Insurance Company Inc.
700 University Ave, Toronto, ON M5G 0A1
1-833-964-2757

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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:
July 1, 2025.

COVERED PERSONS

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 a SimplyCash® Preferred Card from American Express 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

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 a holder of a valid Supplementary Card from American Express issued in Canada by Amex Bank of Canada.

BENEFIT AMOUNTS

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

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

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

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

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

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

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

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

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.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims.

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

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

COMPLAINTS PROCEDURES

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

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

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CAR RENTAL THEFT AND DAMAGE INSURANCE

Amended and Restated Effective Date:
July 1, 2025

SECTION 1 - INTRODUCTION

Car Rental Theft and Damage Insurance for Amex Cardmembers and insured persons.

Amex Bank of Canada has been issued the Policy **PSI018515861** for Car Rental Theft and Damage Insurance coverage by Belair Insurance Company Inc. (the **Insurer**). This Certificate of Insurance (hereinafter described as “this certificate” or “your certificate”) summarizes the provisions of the Policy applicable to your Amex **Card** for Car Rental Theft and Damage Insurance.

This certificate outlines what Car Rental Theft and Damage Insurance coverage 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.

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 INSURANCE COVERAGE. THIS CERTIFICATE ONLY COVERS THEFT, LOSS OR DAMAGE TO THE RENTAL AUTO AS STIPULATED HEREIN.

SECTION 2 - IMPORTANT NOTICE - PLEASE READ CAREFULLY

- **Bolded terms that are defined in this certificate can be found in SECTION 4 - DEFINITIONS.** Throughout this certificate, any references to “you” and “your” mean any person qualifying as a **Cardmember** under this certificate. The words “we”, “our” and “us” mean the **Insurer**.
- **Coverage is only available if you are a resident of Canada.**
- The **basic Cardmember** is responsible for this insurance coverage, including coverage bound by any transactions carried out by a **supplementary Cardmember** below the age of majority.
- **A Cardmember must decline the rental agency’s CDW offered by the rental agency on the rental agreement.**
- 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 **Insurer**. The **Cardmember** should confirm with the **Insurer** 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 **Insurer** at **1-800-243-0198** (in Canada or the United States) or call 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. You should be sure to point out where the scratches or dents are located to a **rental agency**

representative and have these noted on the appropriate form for the **rental agency's** records.

- 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.
- **This certificate contains clauses which may limit the amounts payable.**
- **This certificate 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.**

SECTION 3 - WHAT SHOULD YOU DO IN THE EVENT OF AN ACCIDENT/THEFT?

If the **rental auto** has sustained damage or loss of any kind or is stolen during your rental, immediately call us, when safe to do so at:

**1-800-243-0198 toll-free from the US & Canada, or
+905-475-4822 collect from anywhere in the world.**

ALL CLAIMS MUST BE REPORTED WITHIN 48 HOURS OF THE THEFT, LOSS OR DAMAGE.

SECTION 4 - DEFINITIONS

Throughout this certificate, **bolded terms that are defined have the specific meaning described below:**

Actual cash value means what the **rental auto** is worth on the date of the covered theft, loss or damage and takes into account such things as depreciation and obsolescence. In determining depreciation, the **Insurer** will consider the condition of the **rental auto** immediately before the theft, loss or damage occurred, the standard market resale value and normal life expectancy.

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 a SimplyCash® Preferred Card from American Express issued in Canada by Amex Bank of Canada.

Cardmember means a holder of a valid Basic or Supplementary **Card**.

Carsharing program means a car rental club which gives its members 24 hour access to a fleet of cars parked in a convenient location.

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 forty-eight (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.

Insured person(s) means a **Cardmember** and **secondary drivers**, while covered under this certificate.

Insurer means Belair Insurance Company Inc.

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. It is exclusively made to transport a maximum of eight 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.

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 a **Cardmember** who enters into the **rental agreement**, declines the **rental agency's** **CDW** and takes possession of the **rental auto** and who complies with the terms of this certificate. The **Cardmember** and all drivers must otherwise qualify under and follow the terms of the **rental agreement** and must be legally licensed and permitted to drive the **rental auto** under the laws of the jurisdiction in which the **rental auto** shall be used.

Rental agency means an auto rental agency licensed to rent vehicles and which provides a **rental agreement**. For greater certainty, throughout this certificate, the term 'rental agency' refers to both traditional auto rental agencies and **carsharing programs**.

The following are not 'rental agencies' under this certificate:

- a) car dealerships, and
- b) peer-to-peer carsharing companies in the business of making available car rentals through digital networks or other electronic means for the general public.

Rental agency's CDW means an optional Collision Damage Waiver, Loss Damage Waiver (LDW in the United States) or similar coverage offered by car rental companies that relieves renters of financial responsibility if the car is damaged or stolen while under a **rental agreement**.

Rental agreement means the written contract between the **Cardmember** and the **rental agency** for the **rental auto**.

Rental auto means a vehicle rented from a **rental agency** for a period not to exceed the **coverage period** allowed and that is not an excluded vehicle listed and described in SECTION 7 - WHAT ARE YOU NOT COVERED FOR?

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**) whether or not such person has been listed on the **rental agreement** or has been identified to the **rental agency** at the time of making the rental. The **Cardmember** and all drivers must otherwise qualify under and follow the terms of the **rental agreement** and must be legally licensed and permitted to drive the **rental auto** under the laws of the jurisdiction in which the **rental auto** shall be used.

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

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.

We, our and **us** mean the **Insurer**.

You and **your** mean the **Cardmember**.

SECTION 5 - WHEN DOES COVERAGE BEGIN AND END?

A. WHEN COVERAGE BEGINS:

All coverage for **insured persons** will take effect at the time the **Cardmember** legally takes control of the **rental auto**.

B. WHEN COVERAGE ENDS:

An **insured person's** coverage will end at the earliest of the following:

1. When the **rental agency** reassumes control of the **rental auto**; or
2. When a **Cardmember** no longer meets the definition of a **Cardmember** or **principal driver** as stated in the Definitions Section of this certificate; or
3. When the length of time the **Cardmember** rents the same vehicle(s) exceeds 48 consecutive days, which includes instances where the **Cardmember** is renting one vehicle immediately after the other. Coverage may not be extended for more than 48 days by renewing or taking out a new **rental agreement** with the same or another **rental agency** for the same **rental auto** or another vehicle. A full calendar day between rentals must exist in order to break the 48 day consecutive day cycle. If the rental period exceeds 48 consecutive days, no coverage is provided, either for the first 48 consecutive days or any subsequent days thereafter; or
4. 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**.

WARNING: Please note that the **Cardmember's** responsibility for the **rental auto** 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**.

SECTION 6 - WHAT IS COVERED AND WHAT ARE THE BENEFITS?

A. COVERAGE

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. This coverage applies only to the **Cardmember's** personal and business use of the **rental auto**. There is no deductible for the coverage under this certificate.

This insurance is primary insurance, except for losses that may be waived or assumed by the **rental agency** or its insurer, and in such circumstances where local government insurance legislation states otherwise. This coverage is available unless precluded by law or the coverage is in violation of the terms of the **rental agreement** in the jurisdiction in which it was formed (other than the exceptions provided under SECTION 7 - WHAT ARE YOU NOT COVERED FOR?, # 11 a), b), or c)).

B. CONDITIONS

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 the **Cardmember's 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**; and

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**; and
3. A **Cardmember** must decline the **rental agency’s CDW** on the rental contract. Only the **Cardmember** can rent the **rental auto** and decline the **rental agency’s CDW**. Anyone other than the **Cardmember** doing so, would void coverage. When the **Cardmember** does not have the option available to decline the **rental agency’s CDW**, the **Insurer** will pay for covered theft, loss and damage up to the limit of the deductible stipulated in the **rental agency’s CDW**, purchased by the **Cardmember**. This shall not be construed to provide coverage where the **rental agency** is responsible under applicable law for any damage to the **rental auto**; and
4. 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 SECTION 7 - WHAT ARE YOU NOT COVERED FOR?; and
5. A **Cardmember** is covered for only one **rental auto** at a time, i.e. if during the same period there is more than one vehicle rented by the **Cardmember**, only the first **rental auto** will be eligible for these benefits; and
6. 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; and
7. The **insured person** has not been indemnified for damages or expenses covered under the Policy by or through personal insurance.

SECTION 7 - WHAT ARE YOU NOT COVERED FOR?

GENERAL EXCLUSIONS

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

1. Third party liability; and
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; and
3. Diminished value costs which correspond to the amount by which the resale value of a damaged or repaired **rental auto** has been reduced; and
4. Personal injury or damage to property, except the **rental auto** itself or its equipment; and
5. Replacement vehicle for which an automobile insurance is covering all or part of the cost of the rental; and
6. The operation of the **rental auto** at any time during the **coverage period** where an **insured person** is driving while intoxicated or under the influence of any illegal or prescribed (if advised not to operate a vehicle) narcotic; and
7. Any dishonest, fraudulent or criminal act committed by any **insured person** or at their direction; and
8. Participation in any race or speed test; and

9. The use of a fuel type or octane level that differs from the manufacturer's recommended fuel for that **rental auto**; and
10. Normal wear and tear, gradual deterioration, or mechanical or electrical breakdown or failure, inherent vice or damage, insects or vermin; and
11. The operation of the **rental auto** in violation of the terms of the **rental agreement** except:
 - a) An **insured 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.

12. 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 **rental auto**; and
13. The transportation of contraband or illegal trade; and
14. 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; and
15. The transportation of property or passengers for hire; and
16. Intentional damage to the **rental auto** by an **insured person** or at their direction; and
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. Automobiles or other vehicles which are not **rental autos**; and
2. 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; and
3. Vans, cargo vans or mini cargo vans (other than **mini-vans**); and
4. Trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck; and
5. Limousines; and
6. **Off-road vehicles**; and
7. Motorcycles, mopeds or motor bikes; and
8. Trailers, campers, recreational vehicles or vehicles not licensed for road use; and
9. Vehicles towing or propelling trailers or any other object; and

10. Mini-buses or buses; and
11. Any vehicle which is either wholly or in part handmade, hand finished or has a limited production of under 2,000 vehicles per year; and
12. Antique vehicles, meaning a vehicle over twenty (20) years old or which has not been manufactured for ten (10) years or more; and
13. **Tax-free cars.**

SECTION 8 - HOW DO YOU SUBMIT A CLAIM?

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) or visit <https://info.submitclaims.client.insure>.

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.

Once the **Cardmember** reports theft, loss or damage, a claim file will be opened and will remain open for 80 days from the date of the theft, loss or damage. The **Cardmember** will remain responsible for the theft, loss and damage and may be contacted 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 or 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**;
- 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, if applicable;
- A copy of the billing or pre-billing statement if any repair charges were billed to the account.

You must provide all reasonable cooperation and assistance to us in connection with the claim.

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

WHEN MAKING A CLAIM UNDER THIS INSURANCE, YOU MUST PROVIDE THE APPLICABLE DOCUMENTS WE REQUIRE. FAILURE TO PROVIDE THE APPLICABLE DOCUMENTATION WILL INVALIDATE YOUR CLAIM.

All pertinent documents should be sent to:

Belair Insurance Company Inc.

Car Rental Theft and Damage Insurance

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**.

SECTION 9 - WHAT ELSE DO YOU NEED TO KNOW?

This certificate evidences the agreement between you and us. Despite any other provision of this agreement, this agreement is subject to any applicable Canadian law 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 to the extent required by applicable law and subject to compliance with any notice requirements under applicable law. This certificate replaces any and all certificates previously issued to the **Cardmember** with respect to this Policy.

Benefits Limited to Incurred Expenses. The total benefits paid to you from all sources cannot exceed the actual expenses which you have incurred.

Misrepresentation and Non-Disclosure. Any fraudulent statements by you in connection with a claim will result in denial of such claim, in which case no benefits will be paid.

Subrogation. If you incur expenses due to the fault of a third party, you assign to us the right to take action against the party at fault in your name. This will require your full cooperation with us and we will pay for all of the related expenses.

Additionally, if No Fault benefits or other collateral sources of payment of expenses are available to you, regardless of fault, the **Insurer** is granted the right to make a demand for, and recover those benefits. If the **Insurer** institutes an action, the **Insurer** may do so at its own expense, in your name, and you will attend at the place of loss to assist in the action. If you institute a demand or an action for a covered loss, you shall immediately notify the **Insurer** so that it may safeguard its rights. You shall take no action after a loss that will impair the rights of the **Insurer** set forth in the previous paragraph and shall do such things as are necessary to secure the **Insurer's** rights.

Canadian Currency. Any claims paid to you will be payable in Canadian funds. If you have paid a covered expense, you will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made to you. No sum payable shall bear interest.

Entire Agreement. This certificate is the entire contract between you and the **Insurer**. Despite any other provision of this contract, this contract is subject to any applicable federal and provincial statutes concerning contracts of insurance.

Group Contract. 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).

Payment of Benefits. All payments are payable to you or on your behalf. In case of your death, benefits are payable to your estate unless another beneficiary is designated in writing to the **Insurer**.

Applicable Law. The terms of this insurance coverage shall be governed and interpreted according to the laws of the province or territory in which the **insured person** is resident.

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

Limitation of Actions. 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 Alberta, British Columbia and Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), *The Limitations Act* (for actions or proceedings governed by the laws

of Saskatchewan), or other applicable legislation. For actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.

Trade And Economic Sanctions. The **Insurer** shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this certificate if and to the extent that doing so would breach any **Prohibition**.

For the purposes of this Clause:

Prohibition means any prohibition or restriction imposed by law or regulation including but not limited to:

- a) trade and/or economic sanctions laws and/or regulations of Canada, the United Kingdom, or any other jurisdiction or authority relevant to the parties; and
- b) any activities that would be subject to a license requirement under those laws and/or regulations in respect of export control, unless such license has been obtained prior to the activity commencing and the **Insurer** has approved the provision of insurance for the activity.

Due Diligence. The **insured person** shall use diligence and do all things reasonable to avoid or diminish any loss of, theft of or damage to property protected by this insurance. We 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 **insured person** shall give immediate notice to the police or other authorities having jurisdiction. We will require evidence of such notice with the Loss Report prior to settlement of a claim.

Disagreement Over Size of Loss. If there is a disagreement about the amount of the loss, either the **Cardmember** or we can make a written demand for an appraisal. After the demand, the **Cardmember** selects a competent appraiser and we select 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 the **Cardmember** chooses. We will pay the appraiser we choose. The **Cardmember** will share with us the cost of the arbitrator and the appraisal process.

Statutory Conditions. The Policy includes Statutory Conditions that apply to insurance against loss or damage to property in the form prescribed by applicable provincial and territorial insurance legislation.

IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

Your privacy is important to us. To read the commitment we've made to protecting your privacy, and understand how we use, collect and disclose your personal information, please visit our Privacy Promise online at <https://info.client.insure/privacy> or request a copy by calling **1-866-941-5094**. Our Privacy Promise may be updated from time to time. We encourage you to visit our website periodically to take notice of any changes.

Insurer Contact Information:

Belair Insurance Company Inc.
700 University Ave, Toronto, ON M5G 0A1
1-833-964-2757

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BUYER'S ASSURANCE® PROTECTION PLAN

Amended and Restated Effective Date:
July 1, 2025

SECTION 1 - INTRODUCTION

Buyer's Assurance® Protection Plan for Amex Cardmembers.

Amex Bank of Canada has been issued the Policy **PSI018966745** for Buyer's Assurance Protection Plan coverage provided by Belair Insurance Company Inc. (the **Insurer**). This Certificate of Insurance (hereinafter described as "this certificate" or "your certificate") summarizes the provisions of the Policy applicable to your Amex **Card** for Buyer's Assurance Protection Plan.

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

SECTION 2 - IMPORTANT NOTICE - PLEASE READ CAREFULLY

- **Bolded terms that are defined in this certificate can be found in SECTION 4 - DEFINITIONS.** Throughout this certificate, any reference to "you" and "your" mean any person qualifying as a **Cardmember** under this insurance. The words "we", "our" and "us" mean the **Insurer**.
- **Coverage is only available if you are a resident of Canada.**
- 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.
- **This certificate contains clauses which may limit the amounts payable.**
- **This certificate 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.**

SECTION 3 - WHAT SHOULD YOU DO IN THE EVENT OF PRODUCT MALFUNCTION, DEFECT OR DIRECT PHYSICAL DAMAGE?

If an **insured item** purchased by a **Cardmember** on their **Card** gets damaged or can no longer be used for its purpose due to product malfunction or defect, immediately call us at:

**1-800-243-0198 toll-free from the US & Canada, or
+905-475-4822 collect from anywhere in the world.**

SECTION 4 - DEFINITIONS

Throughout this certificate, **bolded terms that are defined have the specific meaning described below:**

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 a SimplyCash® Preferred Card from American Express issued in Canada by Amex Bank of Canada.

Cardmember means a holder of a valid Basic or Supplementary **Card**.

Insured item means a new insured item (a pair or set being one insured item) of personal property (not purchased by or for use by a business for commercial purposes), or gift, for which the full **purchase price** is charged to the **Card**.

Insurer means Belair Insurance Company Inc.

Manufacturer's warranty means an expressly written warranty issued by the manufacturer of the **insured item** at the time of purchase. The manufacturer's warranty must be valid in Canada or the United States. The manufacturer's warranty must be provided free of charge with the purchase of the **insured item** and must not be an extended or supplemental warranty that is purchased.

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 **insured item**, including any applicable sales tax, as shown on the store receipt and where the full purchase price is charged to the **Cardmember's Card**, or financed with the **Card** through a Buy Now Pay Later (BNPL) service provider.

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

We, our and **us** mean the **Insurer**.

You and **your** mean the **Cardmember**.

SECTION 5 - WHEN DOES COVERAGE BEGIN AND END?

Coverage takes effect immediately following the expiry of the **insured item's** original **manufacturer's warranty**, up to a maximum of one full year. In the event the **insured item's** original **manufacturer's warranty** is no longer available due to bankruptcy of the manufacturer, this insurance will provide coverage immediately following the manufacturer's date of bankruptcy, up to a maximum of one full year.

SECTION 6 - WHAT IS COVERED AND WHAT ARE THE BENEFITS?

COVERAGE

When a **Cardmember** charges the entire **purchase price** of an **insured 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 direct physical damage covered by the terms of the **insured item's** original **manufacturer's warranty**, at no additional cost.

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.

LIMITS OF LIABILITY

This subsection explains conditions that may limit your entitlement to benefits under this certificate.

1. Indemnification for loss is limited to a maximum of \$10,000 per **insured item** (not to exceed \$25,000 per **Cardmember** per policy year for all **occurrences** and for all **insured 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 **Insurer** for any **insured item** under this certificate shall not exceed the lesser of the **purchase price** or the cost of repairs of that **insured item**.
4. Claims for **insured items** belonging to a pair or set will be covered for the full **purchase price** of the pair or set providing the **insured items** are not useable individually and cannot be replaced individually.
5. Valid claims will be settled, at the **Insurer'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 of the **Insurer** hereunder.

SECTION 7 - WHAT ARE YOU NOT COVERED FOR?

There shall be no coverage or entitlement to benefits under this certificate for the following:

1. Excluded Perils:

- 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:
 - Fraud,
 - Abuse,
 - War or hostilities of any kind (e.g. Invasion, rebellion, insurrection),
 - Confiscation by order of any government, public authority, or customs official,
 - Risk of contraband,
 - Illegal activity or acts,
- c) Negligence;
- d) Improper installation or alteration;
- e) Ancillary costs incurred in respect of an **insured 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. Excluded Property:

- a) Products which, at the time of purchase, are used, rebuilt, refurbished or remanufactured, including demos;
- b) Products covered by an unconditional satisfaction guarantee;
- c) Automobiles, trailers, motorcycles, motorboats, or accessories attached to or mounted on such property, airplanes, drones, motorized scooters, snow blowers, riding lawnmowers, golf carts, electric golf trolleys, lawn tractors, electric bikes, and any other motorized or propelled vehicles (except miniature electric vehicles for children), and their parts and accessories.

- d) Motorized devices and their parts used for agriculture, landscaping, demolition or construction;
- e) 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;
- f) 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;
- g) Land or buildings;
- h) Jewellery;
- i) Perishables such as food, liquor and goods consumed in use such as perfume, cosmetics and paint;
- j) Animals or living plants;
- k) One of a kind products which cannot be replaced;
 - l) Business property including but not limited to inventory, **insured items** purchased for resale or **insured items** that would form part of a sellable product;
- m) Sports equipment and goods where the loss or damage is due to the use thereof;
- n) Products with **manufacturer's warranties**, or combined **manufacturer's warranties** and service plan agreements, lasting in excess of five years;
- o) 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.

SECTION 8 - HOW DO YOU SUBMIT A CLAIM?

The **Cardmember** must report their claim within 45 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 **insured 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 or visit <https://info.submitclaims.client.insure>.
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 **Insurer** will decide whether to have the **insured 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 **Insurer** within 60 days from the date of the **occurrence** (or 30 days after request by the **Insurer**) to remain eligible for benefits.
5. For some claims, the **Cardmember** may be required to send in the damaged **insured item**, at their expense, for further evaluation of their claim. If requested, the **Cardmember** must send in the damaged **insured item** within 30 days from the date of request to remain eligible for benefits.

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

WHEN MAKING A CLAIM UNDER THIS INSURANCE, YOU MUST PROVIDE THE APPLICABLE DOCUMENTS WE REQUIRE. FAILURE TO PROVIDE THE APPLICABLE DOCUMENTATION WILL INVALIDATE YOUR CLAIM.

All pertinent documents should be sent to:

Belair Insurance Company Inc.

Buyer's Assurance Protection Plan

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 **PSI018966745**.

SECTION 9 - WHAT ELSE DO YOU NEED TO KNOW?

This certificate evidences the agreement between you and us. Despite any other provision of this agreement, this agreement is subject to any applicable Canadian law 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 to the extent required by applicable law and subject to compliance with any notice requirements under applicable law. This certificate replaces any and all certificates previously issued to the **Cardmember** with respect to this Policy.

Other Insurance or Recovery. Except in Quebec where the provisions set out under section 2496 of the *Civil Code of Quebec* shall apply, this insurance is strictly excess coverage and does not apply as contributing insurance. The Policy is not a substitute for **other insurance** and covers the **Cardmember** only to the extent a permitted claim exceeds the coverage of **other insurance**. The Policy also provides coverage for the amount of the deductible of **other insurance**. The coverage takes effect only when the limits of the **other insurance** have been reached and paid to the **Cardmember** regardless of whether the **other insurance** contains provisions purporting to make the coverage of such **other insurance** non-contributory or excess.

Benefits Limited to Incurred Expenses. The total benefits paid to you from all sources cannot exceed the actual expenses which you have incurred.

Misrepresentation and Non-Disclosure. Any fraudulent statements by you in connection with a claim will result in denial of such claim, in which case no benefits will be paid.

Subrogation. If you incur expenses due to the fault of a third party, you assign to us the right to take action against the party at fault in your name. This will require your full cooperation with us and we will pay for all of the related expenses.

Additionally, if No Fault benefits or other collateral sources of payment of expenses are available to you, regardless of fault, the **Insurer** is granted the right to make a demand for, and recover those benefits. If the **Insurer** institutes an action, the **Insurer** may do so at its own expense, in your name, and you will attend at the place of loss to assist in the action. If you institute a demand or an action for a covered loss, you shall immediately notify the **Insurer** so that it may safeguard its rights. You shall take no action after a loss that will impair the rights of the **Insurer** set forth in the previous paragraph and shall do such things as are necessary to secure the **Insurer's** rights.

Canadian Currency. Any claims paid to you will be payable in Canadian funds. If you have paid a covered expense, you will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made to you. No sum payable shall bear interest.

Entire Agreement. This certificate is the entire contract between you and the **Insurer**. Despite any other provision of this contract, this contract is subject to any applicable federal and provincial statutes concerning contracts of insurance.

Group Contract. 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).

Payment of Benefits. All payments are payable to you or on your behalf. In case of your death, benefits are payable to your estate unless another beneficiary is designated in writing to the **Insurer**.

Applicable Law. The terms of this insurance coverage shall be governed and interpreted according to the laws of the province or territory in which the **Cardmember** is resident.

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

Limitation of Actions. 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 Alberta, British Columbia and Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), *The Limitations Act* (for actions or proceedings governed by the laws of Saskatchewan), or other applicable legislation. For actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.

Trade and Economic Sanctions. The **Insurer** shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this certificate if and to the extent that doing so would breach any **Prohibition**.

For the purposes of this Clause:

Prohibition means any prohibition or restriction imposed by law or regulation including but not limited to:

- a) trade and/or economic sanctions laws and/or regulations of Canada, the United Kingdom, or any other jurisdiction or authority relevant to the parties; and
- b) any activities that would be subject to a license requirement under those laws and/or regulations in respect of export control, unless such license has been obtained prior to the activity commencing and the **Insurer** has approved the provision of insurance for the activity.

Due Diligence. You shall use diligence and do all things reasonable to avoid or diminish any loss of, theft of or damage to property protected by this insurance. We 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, you shall give immediate notice to the police or other authorities having jurisdiction. We will require evidence of such notice with the Loss Report prior to settlement of a claim.

Disagreement Over Size of Loss. If there is a disagreement about the amount of the loss, either the **Cardmember** or the **Insurer** can make a written demand for an appraisal. After the demand, the **Cardmember** selects a competent appraiser

and the **Insurer** 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 the **Cardmember** chooses. We will pay the appraiser we choose. The **Cardmember** will share with the **Insurer** the cost of the arbitrator and the appraisal process.

Benefits to Cardmember Only. This insurance is only for the benefit of the **Cardmember**. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits. The **Cardmember** shall not assign these benefits without prior written approval of the **Insurer**, other than benefits for gifts as provided in this certificate and the Policy.

Pair or Set. Except in the case of claims for **insured items** belonging to a pair or set, in the case of damage to any part of an **insured item**, consisting, when complete for use, of several parts, the **Insurer** 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 **insured item** or **insured items** which form the basis of a claim hereunder.

Statutory Conditions. The Policy includes Statutory Conditions that apply to insurance against loss or damage to property in the form prescribed by applicable provincial and territorial insurance legislation.

IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

Your privacy is important to us. To read the commitment we've made to protecting your privacy, and understand how we use, collect and disclose your personal information, please visit our Privacy Promise online at <https://info.client.insure/privacy> or request a copy by calling **1-866-941-5094**. Our Privacy Promise may be updated from time to time. We encourage you to visit our website periodically to take notice of any changes.

Insurer Contact Information:

Belair Insurance Company Inc.
700 University Ave, Toronto, ON M5G 0A1
1-833-964-2757

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PURCHASE PROTECTION® PLAN

Amended and Restated Effective Date:
July 1, 2025

SECTION 1 - INTRODUCTION

Purchase Protection® Plan for Amex Cardmembers and insured persons.

Amex Bank of Canada has been issued the Policy **PSI018516570** for Purchase Protection Plan coverage by Belair Insurance Company Inc. (the **Insurer**). This Certificate of Insurance (hereinafter described as “this certificate” or “your certificate”) summarizes the provisions of the Policy applicable to your Amex **Card** for Purchase Protection Plan.

This certificate outlines what the Purchase Protection Plan coverage is and what is covered along with the conditions under which a payment will be made. It also provides instructions on how to make a claim.

SECTION 2 - IMPORTANT NOTICE - PLEASE READ CAREFULLY

- **Bolded terms that are defined in this certificate can be found in SECTION 4 - DEFINITIONS.** Throughout this document, any reference to “you” and “your” mean any person qualifying as a **Cardmember** under this insurance. The words “we”, “our” and “us” mean the **Insurer**.
- Only the portion of the **insured item** charged on your **Card** will be considered for reimbursement for this coverage, up to the benefit maximum. Any expenses incurred using other payment sources will not be considered.
- **Coverage is only available if you are a resident of Canada.**
- 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.
- **This certificate contains clauses which may limit the amounts payable.**
- **This certificate 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.**

SECTION 3 - WHAT SHOULD YOU DO IF YOUR INSURED ITEM IS STOLEN OR DAMAGED?

If an **insured item** purchased by a **Cardmember** on their **Card** is stolen or damaged, immediately call us:

**1-800-243-0198 toll-free from the US & Canada, or
+905-475-4822 collect from anywhere in the world.**

SECTION 4 - DEFINITIONS

Throughout this certificate, **bolded terms that are defined have the specific meaning described below.**

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 a SimplyCash® Preferred Card from American Express issued in Canada by Amex Bank of Canada.

Cardmember means a holder of a valid Basic or Supplementary **Card**.

Insured item means a new insured item (a pair or set being one insured item) of personal property (not purchased by or for use by a business for commercial purposes), for which at least a portion of the **purchase price** is charged to the **Card**.

Insured person(s) means a **Cardmember** and recipients of gifts from such **Cardmember**, while covered under the Policy.

Insurer means Belair Insurance Company Inc.

Occurrence means a loss or losses arising from a single event or incident which is neither expected nor intended by an **insured 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 and where at least a portion of the cost is charged to the **Cardmember's Card**, or financed with the **Card** through a Buy Now Pay Later (BNPL) service provider.

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

We, our and us mean the **Insurer**.

You and your mean the **Cardmember**.

SECTION 5 - WHEN DOES COVERAGE BEGIN AND END?

A. WHEN COVERAGE BEGINS:

Coverage will take effect at the time the **Cardmember** purchases the **insured item**.

B. WHEN COVERAGE ENDS:

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**, provided that coverage will end for that **insured item** only;
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.

SECTION 6 - WHAT IS COVERED AND WHAT ARE THE BENEFITS?

The Purchase Protection Plan automatically, without registration, protects most **insured items** when at least a portion of the **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 the portion of the **insured item** that was charged to the **Card**, at the discretion of the **Insurer**. Items the **Cardmember** gives as gifts are covered under the Purchase Protection Plan subject to compliance with the terms and conditions of this certificate.

LIMITS OF LIABILITY

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 **insured persons** only to the extent that direct physical damage or theft is not covered by such **other insurance**.

3. You are entitled to receive the lesser of: the cost of repairs or the portion of the **purchase price** of the **insured item** charged on the **Card**.
4. Claims for **insured items** belonging to a pair or set will be paid for at the portion of the **purchase price** charged to the **Card** of the pair or set providing the items are not useable individually and cannot be replaced individually. 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** that the number of stolen or damaged parts bear to the number of parts in the complete pair or set.
5. Valid claims will be settled, at the **Insurer'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.

SECTION 7 - WHAT ARE YOU NOT COVERED FOR?

GENERAL EXCLUSIONS

There shall also be no coverage or entitlement to benefits under this certificate for the following:

1. Excluded Perils:

- a) Wear and tear;
- b) Theft of items attached to or carried by or in a motor vehicle;
- c) Mysterious disappearance, lost **insured 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;

2. Excluded Property:

- a) Products which, at the time of purchase, are used, rebuilt, refurbished or remanufactured, including demos;
- b) Cash, any type of currency, prepaid cards, gift cards, traveller's cheques, bank notes, bullion, securities, bonds, debentures, tickets or documents of any kind;
- c) Animals or living plants;
- d) Consumable goods (e.g. an item that becomes depleted with use such as perfume, cosmetics and paint);
- e) Perishable goods such as food and liquor;
- f) Items left behind;
- g) Ancillary costs incurred in respect of an **insured item** and not forming part of the **purchase price**;
- h) 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;
- i) Automobiles, trailers, motorcycles, motorboats, or accessories attached to or mounted on such property, airplanes, drones, motorized scooters, snow blowers, riding lawnmowers, golf carts, electric golf trolleys, lawn tractors, electric bikes, and any other motorized or propelled vehicles (except miniature electric vehicles for children), and their parts and accessories;

- j) Property solely used and pertaining to a business, profession or occupation;
- k) Property as a result of deliberate physical abuse to the property, excluding vandalism;
- l) Property which was procured illegally; or
- m) Where the **Cardmember** knowingly makes a false or fraudulent claim.

SECTION 8 - HOW DO YOU SUBMIT A CLAIM?

All claims must be reported within 48 hours of the theft 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) or visit <https://info.submitclaims.client.insure>.

If the **Cardmember** is making a claim, their claim must be submitted with as much documentation as possible, as requested below, as soon as reasonably possible. Where possible, written notice should be given to us within 45 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.

To submit a claim, the following 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 or tenant's insurance (primary insurance) showing amount of deductible, if applicable.
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.

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

WHEN MAKING A CLAIM UNDER THIS INSURANCE, YOU MUST PROVIDE THE APPLICABLE DOCUMENTS WE REQUIRE. FAILURE TO PROVIDE THE APPLICABLE DOCUMENTATION WILL INVALIDATE YOUR CLAIM.

All pertinent documents should be sent to:

**Belair Insurance Company Inc.
Purchase Protection Plan
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 **PSI018516570**.

If the **insured item** is stolen or damaged, the **Insurer** may require the **Cardmember** to replace the **insured item** and provide original copies of both receipts. Upon the request from the **Insurer**, the **Cardmember** will, at the **Cardmember's** expense, send the damaged **insured item** for which a claim is made to the **Insurer**. When a claim is paid, the **Cardmember** shall, upon request from the **Insurer**, transfer the **insured item** and assign the legal right to the **insured item's** ownership to the **Insurer** to the extent of the Loss indemnified under this certificate.

SECTION 9 - WHAT ELSE DO YOU NEED TO KNOW?

This certificate evidences the agreement between you and us. Despite any other provision of this agreement, this agreement is subject to any applicable Canadian law 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 to the extent required by applicable law and subject to compliance with any notice requirements under applicable law. This certificate replaces any and all certificates previously issued to the **Cardmember** with respect to this Policy.

Other Insurance or Recovery. Except in Quebec where the provisions set out under section 2496 of the *Civil Code of Quebec* shall apply, this insurance is strictly excess coverage and does not apply as contributing insurance. The Policy is not a substitute for **other insurance** and covers the **Cardmember** only to the extent a permitted claim exceeds the coverage of **other insurance**. The Policy also provides coverage for the amount of the deductible of **other insurance**. The coverage takes effect only when the limits of the **other insurance** have been reached and paid to the **Cardmember** regardless of whether the **other insurance** contains provisions purporting to make the coverage of such **other insurance** non-contributory or excess.

Benefits Limited to Incurred Expenses. The total benefits paid to you from all sources cannot exceed the actual expenses which you have incurred.

Misrepresentation and Non-Disclosure. Any fraudulent statements by you in connection with a claim will result in denial of such claim, in which case no benefits will be paid.

Subrogation. If you incur expenses due to the fault of a third party, you assign to us the right to take action against the party at fault in your name. This will require your full cooperation with us and we will pay for all of the related expenses.

Additionally, if No Fault benefits or other collateral sources of payment of expenses are available to you, regardless of fault, the **Insurer** is granted the right to make a demand for, and recover those benefits. If the **Insurer** institutes an action, the **Insurer** may do so at its own expense, in your name, and you will attend at the place of loss to assist in the action. If you institute a demand or an action for a covered loss, you shall immediately notify the **Insurer** so that it may safeguard its rights. You shall take no action after a loss that will impair the rights of the **Insurer** set forth in the previous paragraph and shall do such things as are necessary to secure the **Insurer's** rights.

Canadian Currency. Any claims paid to you will be payable in Canadian funds. If you have paid a covered expense, you will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made to you. No sum payable shall bear interest.

Entire Agreement. This certificate is the entire contract between you and the **Insurer**. Despite any other provision of this contract, this contract is subject to any applicable federal and provincial statutes concerning contracts of insurance.

Group Contract. 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).

Payment of Benefits. All payments are payable to you or on your behalf. In case of your death, benefits are payable to your estate unless another beneficiary is designated in writing to the **Insurer**.

Applicable Law. The terms of this insurance coverage shall be governed and interpreted according to the laws of the province or territory in which the **Cardmember** is resident.

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

Limitation of Actions. 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 Alberta, British Columbia and Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), *The Limitations Act* (for actions or proceedings governed by the laws of Saskatchewan), or other applicable legislation. For actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.

Trade and Economic Sanctions. The **Insurer** shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this certificate if and to the extent that doing so would breach any **Prohibition**.

For the purposes of this Clause:

Prohibition means any prohibition or restriction imposed by law or regulation including but not limited to:

- a) trade and/or economic sanctions laws and/or regulations of Canada, the United Kingdom, or any other jurisdiction or authority relevant to the parties; and
- b) any activities that would be subject to a license requirement under those laws and/or regulations in respect of export control, unless such license has been obtained prior to the activity commencing and the **Insurer** has approved the provision of insurance for the activity.

Due Diligence. You shall use diligence and do all things reasonable to avoid or diminish any loss of, theft of or damage to property protected by this insurance. We 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, you shall give immediate notice to the police or other authorities having jurisdiction. We will require evidence of such notice with the Loss Report prior to settlement of a claim.

Disagreement Over Size of Loss. If there is a disagreement about the amount of the loss, either the **Cardmember** or the **Insurer** can make a written demand for an appraisal. After the demand, the **Cardmember** selects a competent appraiser and the **Insurer** 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 the **Cardmember** chooses. We will pay the appraiser we choose. The **Cardmember** will share with the **Insurer** the cost of the arbitrator and the appraisal process.

Benefits to Cardmember Only. This insurance is only for the benefit of the **Cardmember**. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits. The **Cardmember** shall not assign these benefits without prior written approval of the **Insurer**, other than benefits for gifts as provided in this certificate and the Policy.

Pair or Set. Except in the case of claims for **insured items** belonging to a pair or set, in the case of damage to any part of an **insured item**, consisting, when complete for use, of several parts, the **Insurer** 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 **insured item** or **insured items** which form the basis of a claim hereunder.

Statutory Conditions. The Policy includes Statutory Conditions that apply to insurance against loss or damage to property in the form prescribed by applicable provincial and territorial insurance legislation.

IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

Your privacy is important to us. To read the commitment we’ve made to protecting your privacy, and understand how we use, collect and disclose your personal information, please visit our Privacy Promise online at <https://info.client.insure/privacy> or request a copy by calling **1-866-941-5094**. Our Privacy Promise may be updated from time to time. We encourage you to visit our website periodically to take notice of any changes.

Insurer Contact Information:
Belair Insurance Company Inc.
700 University Ave, Toronto, ON M5G 0A1
1-833-964-2757

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MOBILE DEVICE INSURANCE

Amended and Restated Effective Date:
July 1, 2025

SECTION 1 - INTRODUCTION

Mobile Device Insurance for Amex Cardmembers and insured persons.

Amex Bank of Canada has been issued the Policy **PSI060355149** for Mobile Device Insurance coverage provided by Belair Insurance Company Inc. (the **Insurer**). This Certificate of Insurance (hereinafter described as “this certificate” or “your certificate”) summarizes the provisions of the Policy applicable to your Amex **Card** for Mobile Device Insurance.

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

SECTION 2 - IMPORTANT NOTICE - PLEASE READ CAREFULLY

- **Bolded terms that are defined in this certificate can be found in SECTION 4 - DEFINITIONS.** Throughout this certificate any references to “you” and “your” mean any person qualifying as an **insured person** under this certificate. The words “we”, “our” and “us” mean the **Insurer**.
- The insurance coverage outlined in this certificate is available for **mobile devices** purchased on or after the **effective date** as defined in **SECTION 4 - DEFINITIONS**.
- Coverage is available when:
 - the full **purchase price** is charged to the **Card**, or
 - any required up-front payment is charged to your **Card** and the balance of the **purchase price** is financed with your **Card** through a **provider’s** payment plan; or
 - the full **purchase price** is financed with your **Card** through a **provider’s** payment 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.
- **Coverage is only available if you are a resident of Canada.**
- 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.
- **This certificate contains clauses which may limit the amounts payable.**
- **This certificate 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.**

SECTION 3 - WHAT SHOULD YOU DO IF YOUR MOBILE DEVICE IS LOST, STOLEN OR ACCIDENTALLY DAMAGED?

If your **mobile device** is lost, stolen, or **accidentally damaged**, immediately call us at:

**1-800-243-0198 toll-free from the US & Canada, or
+905-475-4822 collect from anywhere in the world.**

SECTION 4 - DEFINITIONS

Throughout this certificate, **bolded terms that are defined have the specific meaning described below:**

Accidentally damaged means your **mobile device** has been physically 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 a SimplyCash® Preferred Card from American Express issued in Canada by Amex Bank of Canada.

Cardmember means a holder of a valid Basic or Supplementary **Card**.

Effective date means October 12, 2022.

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.

Insurer means Belair Insurance Company Inc.

Mobile device means a new 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 **accidentally damaged** covered under this certificate.

Provider means a Canadian wireless service provider or a Buy Now Pay Later (BNPL) provider.

Purchase price means the full cost of the **mobile device** including any applicable sales tax, as shown on the sales receipt and less any in-store credit or certificate issued to you by a retailer or a Canadian wireless service provider when you trade-in an old **mobile device**, and 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.

We, our and **us** mean the **Insurer**.

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

SECTION 5 - WHEN DOES COVERAGE BEGIN AND END?

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 **provider's** payment 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), 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 of purchase of your **mobile device** or the first transaction related to the purchase of your **mobile device** is charged to your **Card**; or
2. the date ONE bill payment for your **provider's** payment plan was not charged to your **Card**, if you finance all or any portion of the **purchase price** of your **mobile device** through a **provider's** payment plan. (**Exception:** Once the **purchase price** has been fully paid under your **provider's** payment plan, this reason for coverage ending is no longer applicable.); 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.

SECTION 6 - WHAT IS COVERED AND WHAT ARE THE BENEFITS?

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 on or after the **effective date**, if:

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 **provider's** payment plan, and charge all your monthly bill payments to your **Card** for the entire duration of your contract with the **provider**; or
3. you finance the full **purchase price** of your **mobile device** through a **provider's** payment plan, and you charge all your installment plan bill payments to your **Card** for the entire duration of your contract with the **provider**.

In no event will a corporation, partnership or other business entity be eligible for the insurance provided by this certificate.

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 occurrence and 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** at the date of loss, less a 10% deductible, to a maximum of \$1,000 per occurrence and per **insured person**.

* **Depreciated value of your mobile device at the date of loss, is equal to the purchase price less the depreciation cost. Depreciation cost is equal to two percent (2%) of the purchase price multiplied by the number of completed months from the date of purchase.**

Examples:

If you purchase a **mobile device** for a **purchase price** of \$900 and you file a claim for loss ten (10) months after purchase, the maximum reimbursement will be calculated as follows:

Purchase price	\$900	
Less depreciation	- \$180	(\$900 x 2% x 10 months)
Equals depreciated value	\$720	
Less deductible	- \$72	(\$720 x 10%)
Maximum benefit payable	\$648	

If your **mobile device** is lost or stolen and, upon approval of your claim, the replacement cost is \$900, including applicable taxes, the maximum benefit payable to you, as per the example provided, would be \$648. If the replacement cost is \$500, including applicable taxes, the maximum benefit payable to you would be \$500.

If your **mobile device** is **accidentally damaged** and, upon approval of your claim, the total repair cost is \$200, including applicable taxes, the maximum benefit payable to you would be \$200.

C. LIMITS OF LIABILITY

1. At our sole discretion, you may be required to send, at your own expense, the damaged item on which a claim is based to support your claim. Prior to proceeding with any repair services or replacement of the **mobile device**, you must obtain our approval in order to ensure eligibility for payment of your claim.
2. We may request, at our sole discretion, that you repair or replace the **mobile device** and charge the cost of the repair or replacement to your **Card**.
3. 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.
4. 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.

SECTION 7 - WHAT ARE YOU NOT COVERED FOR?

GENERAL EXCLUSIONS

There shall be no coverage or entitlement to benefits under this certificate for the following:

1. Excluded Perils:

- a) Fraud, misuse or lack of care; and
- b) Improper installation, mechanical breakdown; and
- c) Hostilities of any kind (including war, invasion, rebellion or insurrection); and

- d) Confiscation by authorities, risks of contraband, illegal activities, normal wear or tear, flood, earthquake, or inherent product defects; and
- e) 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); and
- f) Power surges, artificially generated electrical currents or electrical irregularities; and
- g) Any occurrence that results in catastrophic damage beyond repair, such as the **mobile device** separating into multiple pieces; and
- h) Cosmetic damage that does not affect functionality; and
- i) Software, wireless service provider or network issues; and
- j) Theft, intentional or criminal acts by any **insured person** or an **insured person's family member**. However, this exclusion does not apply to any **insured person** who has not committed and is not involved in the theft or the intentional criminal act; and
- k) Incidental and consequential damages including bodily injury, loss of use, property, punitive and exemplary damages and legal fees.

2. Excluded Property:

- a) Accessories for your **mobile device**, whether purchased separately or included in the original manufacturer's package; and
- b) Laptop computers; and
- c) Batteries; and
- d) **Mobile devices** purchased for resale; and
- e) **Mobile devices** purchased by, or for, a business; and
- f) Used or previously owned **mobile devices**; and
- g) 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); and
- h) **Mobile devices** that have been modified from their original state; and
- i) **Mobile devices** being shipped, until received and accepted by you in new and undamaged condition; and
- j) **Mobile devices** stolen from baggage unless such baggage is hand carried under your personal supervision or that of your travelling companion with your knowledge.

SECTION 8 - HOW DO YOU SUBMIT A CLAIM?

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

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 <https://info.submitclaims.client.insure>.
- 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 of loss. 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 of a loss, or an occurrence which may lead to a claim covered under the Policy, but in no event later than 14 days from the date of loss 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 amount of loss. We 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 **provider's** payment plan, proof of 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 you have **other insurance**), and any other information reasonably necessary to determine your eligibility for benefits hereunder.

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

WHEN MAKING A CLAIM UNDER THIS INSURANCE, YOU MUST PROVIDE THE APPLICABLE DOCUMENTS WE REQUIRE. FAILURE TO PROVIDE THE APPLICABLE DOCUMENTATION WILL INVALIDATE YOUR CLAIM.

All pertinent documents should be sent to:

Belair Insurance Company Inc.

Mobile Device Insurance

Claims Management Services

2 Prologis Blvd., Suite 100

Mississauga, Ontario L5W 0G8

SECTION 9 - WHAT ELSE DO YOU NEED TO KNOW?

This certificate evidences the agreement between you and us. Despite any other provision of this agreement, this agreement is subject to any applicable Canadian law 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 to the extent required by applicable law and subject to compliance with any

notice requirements under applicable law. This certificate replaces any and all certificates previously issued to the **Cardmember** with respect to this Policy.

Other Insurance or Recovery. Except in Quebec where the provisions set out under section 2496 of the *Civil Code of Quebec* shall apply, this insurance is strictly excess coverage and does not apply as contributing insurance. The Policy is not a substitute for **other insurance** and covers the **Cardmember** only to the extent a permitted claim exceeds the coverage of **other insurance**. The Policy also provides coverage for the amount of the deductible of **other insurance**. The coverage takes effect only when the limits of the **other insurance** have been reached and paid to you regardless of whether the **other insurance** contains provisions purporting to make the coverage of such **other insurance** non-contributory or excess.

Misrepresentation and Non-Disclosure. Any fraudulent statements by you in connection with a claim will result in denial of such claim, in which case no benefits will be paid.

Subrogation. If you incur expenses due to the fault of a third party, you assign to us the right to take action against the party at fault in your name. This will require your full cooperation with us and we will pay for all of the related expenses.

Additionally, if No Fault benefits or other collateral sources of payment of expenses are available to you, regardless of fault, the **Insurer** is granted the right to make a demand for, and recover those benefits. If the **Insurer** institutes an action, the **Insurer** may do so at its own expense, in your name, and you will attend at the place of loss to assist in the action. If you institute a demand or an action for a covered loss, you shall immediately notify the **Insurer** so that it may safeguard its rights. You shall take no action after a loss that will impair the rights of the **Insurer** set forth in the previous paragraph and shall do such things as are necessary to secure the **Insurer's** rights.

Canadian Currency. Any claims paid to you will be payable in Canadian funds. If you have paid a covered expense, you will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made to you. No sum payable shall bear interest.

Entire Agreement. This certificate is the entire contract between you and the **Insurer**. Despite any other provision of this contract, this contract is subject to any applicable federal and provincial statutes concerning contracts of insurance.

Group Contract. 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).

Payment of Benefits. All payments are payable to you or on your behalf. In case of your death, benefits are payable to your estate unless another beneficiary is designated in writing to the **Insurer**.

Applicable Law. The terms of this insurance coverage shall be governed and interpreted according to the laws of the **province** in which the **Cardmember** is resident.

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

Limitation of Actions. 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 Alberta, British Columbia and Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), *The Limitations Act* (for actions or proceedings governed by the laws

of Saskatchewan), or other applicable legislation. For actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.

Trade and Economic Sanctions. The **Insurer** shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this certificate if and to the extent that doing so would breach any **Prohibition**.

For the purposes of this Clause:

Prohibition means any prohibition or restriction imposed by law or regulation including but not limited to:

- a) trade and/or economic sanctions laws and/or regulations of Canada, the United Kingdom, or any other jurisdiction or authority relevant to the parties; and
- b) any activities that would be subject to a license requirement under those laws and/or regulations in respect of export control, unless such license has been obtained prior to the activity commencing and the **Insurer** has approved the provision of insurance for the activity.

Due Diligence. You 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. We 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, you shall give immediate notice to the police or other authorities having jurisdiction. We will require evidence of such notice with the loss report prior to settlement of a claim.

Disagreement Over Size of Loss. If there is a disagreement about the amount of the loss, either the **Cardmember** or the **Insurer** can make a written demand for an appraisal. After the demand, the **Cardmember** selects a competent appraiser and the **Insurer** 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 the **Cardmember** chooses. We will pay the appraiser we choose. The **Cardmember** will share with the **Insurer** the cost of the arbitrator and the appraisal process.

Benefits to Cardmember Only. This insurance is only for the benefit of the **Cardmember**. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits. The **Cardmember** shall not assign these benefits without prior written approval of the **Insurer**, other than benefits for gifts as provided in this certificate and the Policy.

Statutory Conditions. The Policy includes Statutory Conditions that apply to insurance against loss or damage to property in the form prescribed by applicable provincial and territorial insurance legislation.

IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

Your privacy is important to us. To read the commitment we've made to protecting your privacy, and understand how we use, collect and disclose your personal information, please visit our Privacy Promise online at <https://info.client.insure/privacy> or request a copy by calling **1-866-941-5094**. Our Privacy Promise may be updated from time to time. We encourage you to visit our website periodically to take notice of any changes.

Insurer Contact Information:

Belair Insurance Company Inc.

700 University Ave, Toronto, ON M5G 0A1

1-833-964-2757

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CUSTOMER SERVICE NUMBERS

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

Travel Accident Insurance

Belair Insurance Company Inc.: **1-800-243-0198**

Out of Province/Country Emergency Medical Insurance

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



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