

# American Express® Aeroplan®\* Reserve Card Terms and Conditions

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## **SECTION 1: CHANGES TO THE “OTHER IMPORTANT INFORMATION SECTION” OF YOUR CARD MEMBER AGREEMENT**

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Effective November 6, 2020, depending on which Card you have, the “Earning Aeroplan Miles through the use of your American Express® AeroplanPlus®\* Card, American Express® AeroplanPlus®\* Gold Card or American Express® AeroplanPlus®\* Platinum Card ” and “Earning Aeroplan Miles through the use of your American Express® AeroplanPlus®\* Reserve Card” subsection in the “Other Important Information” section of your Cardmember Agreement is replaced with the following:

### **Earning Aeroplan Points, Annual Worldwide Companion Pass and Status Qualification Boost through the use of your American Express® Aeroplan®\* Reserve Card**

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

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

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

## **WORDS YOU WILL WANT TO KNOW**

In these terms and conditions:

- “Aeroplan account” means your Aeroplan program account with Aeroplan for your points.
- “Aeroplan number” means the account number associated with your Aeroplan account.
- “agreement” means the American Express Aeroplan Reserve Card cardmember agreement.

- “benefits” means the applicable Aeroplan benefits included with your American Express Aeroplan Reserve Card that are provided by Air Canada.
- “card account” means the American Express Aeroplan Reserve Card from American Express.
- “cash equivalent transaction” means using your card account to obtain or forward cash or something that is easily converted into cash. Examples include: purchases of foreign currency, gift cards (purchasing and reloading), travellers’ cheques, money orders, bank drafts, casino gaming chips, wire transfers and all similar transactions. It also includes balance transfers, cash advances, person to person payments, and the use of credit card cheques and other similar devices or offerings, whether offered by us or through a third party. All these transaction examples may not be available for all card accounts.
- “earn rate” means the number of Aeroplan points you can earn for each Canadian dollar of purchases made on your card account.
- “including” means including without limitation.
- “net purchases” means purchases minus any credits, returns and other adjustments.
- “purchases (or purchase)” means all goods or services charged to your card account except for items submitted to us or recognized by our systems as being purchases of or charges for travellers’ cheques or foreign currencies, balance transfers, Amex cheques, funds advances, interest, annual fees and/or other fees or charges.
- “no fee supplementary card” means a card issued to a supplementary cardmember that is an authorized user of your account but does not have access to most of the benefits included on your card account.
- “supplementary card” means a card issued to a supplementary cardmember that is an authorized user of your account and has access to certain benefits included on your card account.

Words and terms that are defined in the agreement are used with the same meaning in these terms and conditions, except for the definition of “supplementary card”.

## **ELIGIBILITY AND ENROLLMENT**

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

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

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

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

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

eligible to use your benefits, an Aeroplan number must be linked to their supplementary card account. The supplementary cardmember's name and Aeroplan number must be included on the eligible Air Canada reservation and both must match the name and Aeroplan number associated with their Aeroplan account to use your benefits. No fee supplementary cards do not have access to Air Canada and other benefits. Supplementary cards and no fee supplementary cards are eligible to earn Aeroplan points for the basic cardmember. Aeroplan accounts, card accounts and supplementary card accounts must be in good standing. To link your account please see the "American Express Cardmember Service" section to contact us.

## **ABOUT EARNING AEROPLAN POINTS**

### ***How Many Aeroplan points you can Earn for your Purchases***

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

Aeroplan points are collected subject to these terms and conditions and the Aeroplan program terms. Subject to these terms and conditions, Aeroplan points are calculated on purchases posted to your card account at the applicable earn rates as calculated using the methods described in these terms and conditions. You will earn Aeroplan points on all eligible transactions. Eligible transactions are purchases made using your Card, except for the transactions described in the section below called "When you will not earn Aeroplan points".

We may also offer bonus earn rates, or the ability to earn bonus Aeroplan points (which may be subject to a cap), as a feature or as a limited time promotion. For example, you could earn bonus Aeroplan points on purchases charged to your card at specified merchants or at eligible merchants in specified categories of merchants. Offers to earn bonus Aeroplan points based on a specified category of merchants would be subject to additional terms, conditions and exclusions to be provided with the offer.

### ***When you will not earn Aeroplan Points, Annual Worldwide Companion Pass and Status Qualification Boost***

Unless otherwise stated, you will not earn Aeroplan points, Annual Worldwide Companion Pass and Status Qualification Boost for the following:

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

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

Subject to these terms and conditions, the effective earn rate for every \$1 in purchases is as follows:

Earn 3 Aeroplan points for every \$1 of eligible Air Canada purchases charged to your card account

Earn 2 Aeroplan points for every \$1 of eligible Dining and Food Delivery purchases in Canada

Earn 1 Aeroplan point for every \$1 of other card purchases

Eligible Air Canada purchases means only those Air Canada purchases made directly with Air Canada as the merchant. It also includes Air Canada Vacations packages purchased directly from Air Canada. However, not every Air Canada purchase is eligible. The earn rate is 1 Aeroplan point for every \$1 in card purchases (and not 3 Aeroplan points) if the Air Canada purchase is not made directly with Air Canada. This may happen if you make an Air Canada purchase using your card at another merchant or service provider that sells Air Canada goods or services. For example, purchasing (i) Air Canada tickets from an online website other than Air Canada, through a travel agent including American Express Travel Services, or as part of a vacation package from another merchant, (ii) Air Canada gift cards, or (iii) Air Canada Maple Leaf Club memberships.

If you make a purchase through Air Canada with another merchant such as a hotel or car rental booking on the aircanada.com website, it is not an Air Canada purchase and the earn rate is 1 Aeroplan point for every \$1 in card purchases (and not 3 Aeroplan points).

Eligible restaurant, quick service restaurant, coffee shop and drinking establishment purchases means purchases at American Express merchants in Canada that are stand-alone restaurants, quick service restaurants, coffee shops and drinking establishments as categorized on American Express systems. This does not include purchases for dining within a retail store, hotel or other merchants that are not categorized as a restaurant. Exclusions also include purchases at alcohol retailers and grocery stores.

Food delivery service purchases means purchases at American Express merchants in Canada whose primary business is the delivery of food as categorized on American Express systems but excluding merchants that sell general merchandise and also provide food delivery services. Exclusions also include purchases at grocery stores, grocery delivery and meal kit delivery including subscriptions.

Bonus earn rates including Air Canada, restaurant and food delivery service purchases will not apply, or you will not earn extra points, if a merchant category for a purchase is not identified. This may happen

when the transaction information we receive does not come directly from the merchant, for example, when the purchase is made:

- using your payment account with a third party,
- using your card at an online retailer that sells goods and services of other merchants, or
- if the merchant uses a third-party payment service, such as a card reader attached to a mobile phone.

### ***How We Calculate Aeroplan Points Earned***

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

### ***Returns, Credits and Adjustments***

If you choose to return a purchase or are otherwise entitled to a credit or adjustment that is related to a purchase, your entitlement to Aeroplan points will be reduced accordingly. We will multiply the Canadian dollar amount of the applicable return, credit or adjustment by the earn in rate in effect at the time of the return, credit or adjustment, and round the amount up or down on the same basis as when Aeroplan points are earned. This means the Aeroplan points deducted from your balance may be different from the amount originally earned. For example, if you make a purchase for \$1,000 at an earn rate of 1 point/\$1, you will have originally earned 1,000 Aeroplan points. If you return the purchase when a bonus earn rate of 2 points/\$1 is in force, the amount of Aeroplan points deducted will be 2,000. Where purchases are made in a foreign currency and subsequently returned, fluctuations in the exchange rate could also result in a difference between the Aeroplan points deducted and that which was originally earned. Depending on your Aeroplan points balance at the time of the return, credit or adjustment, the amount deducted could result in you having a negative Aeroplan points balance. You would then have to earn Aeroplan points if you wanted to bring your Aeroplan points balance to zero.

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

Transaction #1:

\$100 purchase x 1 = 100 Aeroplan points;

Transaction #2:

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

Transaction #3:

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

Transaction #4:

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

Transaction #5:

\$8.08 eligible Air Canada purchase x 3 = 24.24 (rounded down to 24 Aeroplan points);

Transaction #6:

\$58.91 eligible Restaurant purchase x 2 = 117.82 (rounded up to 118 Aeroplan points);

Transaction #7:

\$324 purchase (Air Canada flight booked through an online website other than Air Canada, therefore not eligible) x 1 = 324 Aeroplan points

**Monthly Aeroplan Points Earned:** **$100 + 9 + 20 + 24 + 118 + 324 = 595$  Aeroplan points****WHEN YOU MIGHT LOSE AEROPLAN POINTS YOU HAVE EARNED**

The following chart summarizes when your Aeroplan points could be lost and if they can be returned.

<b>FORFEITURE OF AEROPLAN POINTS BEFORE THEY ARE TRANSFERRED TO YOUR AEROPLAN ACCOUNT</b>			
	<b>If You Do Not Make your Required Minimum Payment Due on Time</b>	<b>When You Cancel your Card</b>	<b>When We Cancel your Card</b>
<b>What Happens to your Aeroplan points?</b>	We will deduct the Aeroplan points earned in the previous billing period from earned or future issued Aeroplan points	Your Aeroplan points will be transferred to your Aeroplan account after your next billing statement when you cancel your Card if your card account is in good standing	Any Aeroplan points not yet transferred to your Aeroplan account are immediately lost
<b>How to Avoid Losing Your Aeroplan points?</b>	Make your minimum payment due on time	Same as above	You cannot avoid losing your Aeroplan points not yet transferred to your Aeroplan account
<b>Can You Request Lost Aeroplan points to be reinstated?</b>	Yes	No, once your card account is cancelled you can no longer reinstate Aeroplan points not yet transferred to your Aeroplan account	No, once your card account is cancelled you can no longer reinstate Aeroplan points not yet transferred to your Aeroplan account
<b>Are there any fees to have my Aeroplan points reinstated?</b>	Yes, the fee per online request for each monthly reinstatement and the fee per telephone request for each monthly reinstatement is set out in the information box and disclosure statement.	Reinstatement not available	Reinstatement not available

You are required to keep your account in good standing. If we do not receive the required payment due on a billing statement by the payment due date, the Aeroplan points that could have been earned for that monthly period will be forfeited. This includes any Aeroplan points earned or credited during that monthly period including any Aeroplan points that were earned at a bonus earn rate. Forfeited Aeroplan points will be deducted from the next monthly Aeroplan points totals, and the deduction will appear on the statement immediately after the statement

on which the Aeroplan points rewards were originally added. If you forfeit Aeroplan points for a month's purchases and then later return one of the purchases from that month, the Aeroplan points associated with that purchase will be deducted again, this time in accordance with the "Returns, Credits and Adjustments" section above.

If you miss a payment and forfeit Aeroplan points you can start earning Aeroplan points again from the date of your next billing statement as long as you pay your new minimum payment by the payment due date. If you don't, you will continue to forfeit Aeroplan points each time we do not receive your required minimum payment due. In all cases, the forfeited Aeroplan points will be for the monthly period corresponding to the missed required payment.

Example: For your April billing cycle (March 26th – April 25th), your purchase transactions earn you 500 Aeroplan points. The monthly earn of 500 Aeroplan points is transferred to your Aeroplan account and will be shown on your April 25th billing statement. If you do not make your minimum due payment by the payment due date (for example, you pay on May 20th when your payment due date is May 16th), the amount of 500 Aeroplan points will be forfeited and therefore deducted from any Aeroplan points earned from purchase transactions made during your May billing cycle (April 26th – May 25th).

For your May billing cycle, your purchase transactions earn you 750 Aeroplan points. The 500 Aeroplan points forfeited are deducted from your monthly earn of 750 Aeroplan points, and 250 Aeroplan points are transferred to your Aeroplan account as shown on your May 25th billing statement. The 500 Aeroplan points will remain forfeited unless you obtain a reinstatement of the Aeroplan points, in accordance with the section "Reinstatement of Forfeited Aeroplan points".

### ***Reinstatement of Forfeited Aeroplan Points***

Aeroplan points that have been forfeited may be reinstated if:

- Your Aeroplan points account is in good standing,
- You make a request to return Aeroplan points within 120 days of the date of the card statement showing the balance was forfeited, and
- You pay the reinstatement fee, which is set out in the information box and disclosure statement.

Each monthly Aeroplan points reinstatement must be requested separately. For example, if you requested reinstatement of two separate months' forfeited Aeroplan points balances using our online service, you will be required to pay the reinstatement fee twice.

If you do not follow the specific procedure set forth above for reinstating Aeroplan points, the Aeroplan points will not be reinstated. For example, any funds you send to us or payments made to your account will not be applied as a reinstatement fee and your Aeroplan points will not be reinstated unless the specific procedure for reinstatement is followed.

## **AIR CANADA TRAVEL BENEFITS**

### **Annual Worldwide Companion Pass**

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

### ***How We Calculate Annual Worldwide Companion Passes Earned***

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

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

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

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

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

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

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

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

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

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

### ***Returns, Credits and Adjustments***

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

- (i) You will not be eligible to earn additional Annual Worldwide Companion Passes for reaching the annual net purchases threshold previously reached, and
- (ii) the Annual Worldwide Companion Pass will be forfeited if we decide to do so. Supplementary cardmembers are not eligible to receive Annual Worldwide Companion Passes. All eligible spend by supplementary cardmembers will count towards the basic cardmember's spend.

### **Status Qualification Boost**

Aeroplan Elite Status™ is a benefit provided by Air Canada and is available upon achievement of a Status Qualification Boost. Status Qualification Boosts are available for the following card product: American Express Aeroplan Reserve Card.



All Aeroplan Elite Status terms, conditions and restrictions apply and can be reviewed at [www.aircanada.com/elite-termsandconditions](http://www.aircanada.com/elite-termsandconditions).

### ***How We Calculate Status Qualification Boosts Earned***

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

<b>Card Type</b>	<b>Benefit Rules</b>
American Express Aeroplan Reserve Card	Receive <b>(1,000 SQM + 1 SQS)</b> per <b>\$5,000 in net purchases charged to the card</b>

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

Air Canada is responsible for providing Status Qualification Boosts.

### ***Returns, Credits and Adjustments***

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

Supplementary cardmembers are not eligible to receive Status Qualification Boosts. All eligible spend by supplementary cardmembers will count towards the basic cardmember’s spend.

## **GENERAL**

Aeroplan points will only be issued to the basic cardmember and will be recorded on the basic cardmember’s Aeroplan points summary. Information about Aeroplan points earned in respect of a card account will be provided only to or with the permission of the basic cardmember. Purchases charged to the card account by a supplementary cardmember or no fee supplementary cardmember will be included in the calculation of Aeroplan points on the Aeroplan points summary of the basic cardmember. This is because supplementary cards and no fee supplementary cards are issued on the basic cardmember’s card account. Aeroplan points issued to a basic cardmember for purchases made through the use of supplementary cards and no fee supplementary cards by supplementary cardmembers do not give such supplementary cardmembers rights against us or against Aeroplan in relation to the Aeroplan program.

### ***Promotions***

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

### ***Cancelling, Reversing or Deducting Points and Benefits***

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

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

Aeroplan points may not be issued or may be deducted in an amount equal to any Aeroplan points earned by you in respect of a billing period for which we did not receive the required monthly payment due by the payment due date (a Missed Payment), regardless of subsequent returns or adjustments. This includes Aeroplan points earned in relation to purchases, bonus Aeroplan points, or any other Aeroplan points.

Aeroplan points may be deducted from earned or future issued Aeroplan points if the Aeroplan points being deducted for a Missed Payment or otherwise are not fully offset by Aeroplan points earned on new purchases. In that case, no additional Aeroplan points will be earned until the amount of additional purchases offsets the amount of the deducted Aeroplan points.

Provided your card account has not been suspended or cancelled or no more than 120 days have elapsed from and including the date the Aeroplan points were not issued or deducted, you may request that the Aeroplan points be reinstated. If your request is approved, the applicable Aeroplan points reinstatement fee as set out in the information box and disclosure statement for your card account is payable and will be charged to your card account. A separate reinstatement fee is payable in respect of each billing period for which Aeroplan points are reinstated.

### ***Changes We Can Make***

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

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

### **STATEMENTS**

Your Aeroplan points summary provides a statement of the total Aeroplan points credited and deducted during the period covered by

your Aeroplan points summary. This is not necessarily the same period as your billing statement.

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

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

### **TRANSFER OF AEROPLAN POINTS**

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

### **TAXES AND FEES**

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

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

### **LIMITATION OF LIABILITY**

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

- (i) non-receipt of instructions to enroll a cardmember into the Aeroplan program or the benefits, for whatever reason,
- (ii) delay in completing enrollment of a cardmember in the Aeroplan program or the benefits, for whatever reason,
- (iii) unauthorized redemption of Aeroplan points,

(iv) failure or delay by Aeroplan, Air Canada or any other person to redeem Aeroplan points or to provide any goods and services (including any travel services or benefits), for whatever reason,  
(v) loss or damage caused by goods and services supplied or requested in connection with the Aeroplan program, the benefits or by Air Canada,  
(vi) any changes to the Aeroplan program or the benefits with or without notice including terms and the addition or removal of Aeroplan program partners and suppliers of goods and services,  
(vii) termination of the Aeroplan program or the benefits, with or without notice, for whatever reason, and  
(viii) expiry of or revocation of your Aeroplan points or your participation in the Aeroplan program or the benefits, with or without notice, for whatever reason.

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

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

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

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

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

## **CHANGES**

We may change any provision or section of this agreement at any time, including, provisions relating to Words You Will Want to Know, Eligibility and Enrollment, About Earning Aeroplan Points, How Many Aeroplan Points you can Earn for your Purchases, When you will not Earn Aeroplan Points, Annual Worldwide Companion Pass and Status Qualification Boost, Earn Rates, How we Calculate Aeroplan Points Earned, Returns, Credits and Adjustments, When you Might Lose Aeroplan Points you have Earned, Forfeiture of Aeroplan Points Before they are Transferred to your Aeroplan Account, Reinstatement of Forfeited Aeroplan Points, Air Canada Travel Benefits, Annual Worldwide Companion Pass, How we Calculate Annual Worldwide Companion Passes Earned, Status Qualification Boost, and How we Calculate Status Qualification Boosts Earned.

We reserve the right to change the earn rates, calculation of points, eligible Air Canada purchases, eligible restaurant and food delivery purchases and merchants, and participating card accounts.

We may add or eliminate additional earn rates or eligible card accounts or we may offer other cardmembers a different earn rate or a different calculation of points. Supplementary cards as we may determine from time to time may participate in the Aeroplan program.

### **American Express® Cardmember Service**

*For card account inquiries, lost or stolen cards, linking your Aeroplan and card account, or general information, call 24 hours a day:*

#### **Telephone Numbers**

#### **For American Express® Aeroplan®\* Reserve Card:**

From anywhere in Canada/U.S.

1-800-263-1616

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

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

(905) 474-8400

To link your Aeroplan and supplementary card account, visit:

[www.americanexpress.ca/aeroplan-link](http://www.americanexpress.ca/aeroplan-link)

Address

AMEX BANK OF CANADA

P.O. BOX 3204, STN F

TORONTO, ON M1W 3W7

Visit our website at [www.americanexpress.ca](http://www.americanexpress.ca)

for more information.

## **SECTION 2: AIR CANADA TRAVEL BENEFITS**

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

### **Free First Checked Bag**

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

### **Status Qualification Boost**

For every \$5,000 in eligible purchases (less any returns, credits and adjustments) charged to the card and posted to the card account, Basic Cardmembers will earn 1,000 Status Qualifying Miles (SQM) and 1 Status Qualifying Segment (SQS) which will be deposited in their Aeroplan member account and appear on the next card account billing statement.

Please allow at least three (3) days after being earned for the SQM and SQS to be added to your Aeroplan account.

SQM and SQS are not redeemable towards Aeroplan rewards and only count toward Aeroplan Elite Status qualification.

SQM do not count towards Million Mile Status. Supplementary Cardmember(s) are not eligible to receive SQM or SQS through this benefit; however, all eligible spend by Supplementary Cardmembers will count towards the Basic Cardmember's spend.

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

All Aeroplan Elite Status conditions apply and can be reviewed at [aircanada.com/elite-termsandconditions](http://aircanada.com/elite-termsandconditions).

### **Preferred Pricing**

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

### **Priority Airport Services**

A Basic Cardmember or Supplementary Cardmember, and up to eight (8) other passengers traveling on the same reservation (up to a maximum of nine (9) travellers), are each entitled to Priority Check-in (where available), Zone 2 Priority Boarding and Priority Baggage Handling. Benefits only apply when checking in with Air Canada, for a flight operated by Air Canada, Air Canada Rouge or under the Air Canada Express brand. Benefit is not available if check-in is with another airline. To access this benefit, the Basic Cardmember or Supplementary Cardmember may be required to show their qualifying card to the Air Canada agent.

### **Priority Same Day Airport Standby and Upgrades**

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

### **Complimentary Maple Leaf Lounge Access**

A Basic Cardmember and Supplementary Cardmember(s) are each entitled to complimentary access to any Maple Leaf Lounge™ located

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

### **Rollover Status Qualifying Miles**

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

### **Rollover eUpgrade Credits**

Basic Cardmembers who also hold Aeroplan Elite Status will be able to roll over up to a maximum of 50 eUpgrade credits received in the prior status year to the next status year. eUpgrade credits issued on a promotional basis, as well as those already rolled over from a previous benefit year, are not eligible for this benefit. Rollover eUpgrade credits will be deposited directly into the member's Aeroplan account no later than March 30 of any given year, provided the member holds Aeroplan Elite Status at that time, and held Aeroplan Elite Status in the previous benefit year. If the card is changed to a different product or the account is closed, regardless of reason for closure, any unused, rolled over eUpgrade credits will be forfeited and removed from

the member's eUpgrade account. Benefit is only available to Basic Cardmembers and does not apply to Supplementary Cardmembers. Where a Basic Cardmember is eligible to roll over eUpgrade credits under another Aeroplan credit card, the total cumulative roll over of all eUpgrade credits cannot exceed the maximum of 50 eUpgrade credits. All eUpgrade conditions apply and can be reviewed at [aircanada.com/eupgrade-termsandconditions](http://aircanada.com/eupgrade-termsandconditions).

### **Annual Worldwide Companion Pass**

Basic Cardmembers will receive one (1) Annual Companion Pass after spending more than \$25,000 on net purchases (less any returns, credits, and adjustments) posted to the Basic Cardmember's card account in the 12 months prior to their Card anniversary date. The pass will be deposited into the Aeroplan account 8-10 weeks after the Card anniversary date.

On each Card anniversary date, the calculation of the annual net purchases resets to zero and Basic Cardmembers must qualify again in the new annual period. Purchases transacted or posted on the Card anniversary date will be included in the calculation of net purchases for the next annual period and not the previous annual period.

The pass entitles a companion to accompany the Basic Cardmember upon the purchase of a fixed base fare (plus taxes, fees, charges and surcharges), when the Basic Cardmember books a published economy fare on a flight marketed and operated by Air Canada, Air Canada Rouge or under the Air Canada Express brand.

Valid against the purchase of one round-trip fixed based fare (plus taxes, fees, charges and surcharges) for a companion when travelling on the same itinerary and booked at the same time as the Basic Cardmember. Passes are valid for 12 months from the date issued. The pass is valid towards a new booking only, and not valid on existing reservations. Bookings must be made directly with Air Canada, via [aircanada.com](http://aircanada.com), the Air Canada Mobile App, or through the Air Canada call center ("Air Canada Reservations").

Maximum of one companion pass may be used per booking. If one-way travel is booked, the full base fare will be charged, the pass will be deemed fully used and the return portion of travel will be forfeited.

Total pricing varies based on itinerary booked. Basic Cardmembers may use the pass only once on their choice of travel (i) within Canada and continental US (excluding Hawaii) for \$99 CAD base fare (ii) to/from Hawaii, Mexico, Central America, and the Caribbean for \$299 CAD base fare, (iii) to/from South America, Europe, Middle East, and Africa for \$499 CAD base fare, and (iv) to/from Asia, Australia, and New Zealand for \$599 CAD base fare.

In addition to the purchase of a fixed base fare, the companion will be responsible to pay all applicable taxes, fees, charges and surcharges that apply above the companion's base fare. All travel must originate or terminate in Canada or the United States. Valid for travel at any time with no blackout periods. Also valid against the purchase of fares on sale.

The companion will be booked into the same fare brand as the Basic Cardmember and will receive all applicable benefits and services associated with that fare brand. The pass may not be used against the purchase of premium cabin fares, or in conjunction with Aeroplan flight rewards, Flight Pass, group travel bookings, Air Canada Vacations bookings, or any other discounts or promotion codes.



The pass must be redeemed at the time of purchase, and if multiple companion passes are available in association with the same Aeroplan number, the pass that would expire first will be used. Booking must be made before the pass expiry date, but travel may occur after the pass expiry date subject to flight schedule availability at the time of booking.

Pass may only be used as described, cannot be transferred and has no monetary or exchange value. Changes or cancellations are allowed according to the fare rules of the fare purchased.

Changes and cancellations must be made at the same time for both the Basic Cardmember and the companion, and failure to do so may result in the companion pass being forfeited. If during a change or cancellation the pass is reinstated in the Basic Cardmember's Aeroplan account, the original expiry date will take effect and the pass may then be considered expired. In the event of a change or cancellation, travelers are required to pay all applicable fees based on the fare type purchased for each ticket, plus the difference in fare, if applicable, and all taxes, fees, charges and surcharges that apply above the base fare. The Basic Cardmember's account must be and remain active (not cancelled) and in good standing in order to receive and retain the reward.

Companions who are members of Aeroplan or other partner frequent flyer programs are eligible to accumulate points and/or miles for the ticket issued in exchange for the companion pass according to conditions of the fare brand purchased.

Aeroplan Elite Status benefits and upgrades are applicable if the traveler holds appropriate status and the fare purchased allows.

Air Canada reserves the right to apply additional fees for bookings made via Air Canada Reservations. Unused passes will automatically be cancelled on the date the card account is cancelled, regardless of reason for cancellation, or if the card account is changed to a different product.

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

### **SECTION 3: UPDATES TO THE "PRIVACY" SECTION OF YOUR CARD MEMBER AGREEMENT**

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Effective November 8, 2020, the paragraphs that follow of the "Consent to use of Personal Information" subsection of the "Privacy" section of your Cardmember Agreement is replaced with the following:

#### **PRIVACY**

##### **Consent to use of Personal Information**

In this section, the words we, us and our mean Amex Bank of Canada (Amex Bank), its affiliates (including Amex Canada Inc., a provider of travel related services), and their agents and service providers (acting on their behalf).

Personal information is any information which relates to an individual and allows that individual to be identified (Information).

We collect, disclose, use and process Information:

(1) to consider initiating and to initiate, maintain and develop our relationship with you in connection with our offering products and services generally, including helping us to understand the current and

future needs of our customers and to otherwise analyze and manage our business,

(2) to administer billing and accounting services and security measures in relation to your business with us,

(3) to monitor your transactions,

(4) to evaluate your credit standing,

(5) to share and exchange reports and information with credit reporting agencies, credit bureaus and any other person, corporation, firm or enterprise with whom you have or propose to have a financial relationship including merchants that accept our cards and to use other third party databases (including registries, licensing authorities, identification services, telecom providers) or references provided by you to obtain or verify information about your financial circumstances, your background, to identify you and detect fraud; we may verify name, address, phone number, email and other information; for a supplementary cardmember, this sharing, exchange or use will also apply but not to our reporting of credit information,

(6) as permitted by or to comply with legal and regulatory requirements,

(7) to promote and to market products and services offered by us or other well established companies, including by means of direct marketing through ordinary mail, e-mail, telephone, text message, your statements or other available communication channels, and

(8) where the provision of services or benefits provided to you in relation to the account are offered by or include the participation of third party suppliers, to share and exchange with such third party suppliers and their agents and service providers any Information reasonably required for the provision of the service or benefit and,

(i) sharing and exchanging with Aeroplan Inc. (Aeroplan) and Air Canada (and these references include their affiliates and agents) Information for use in the Aeroplan Program (the Program) and for Air Canada benefits including your Aeroplan number, your name, Program and Card account enrollment and status, card type, language preference and contact information including, phone numbers and email address;

(ii) sharing with Aeroplan and Air Canada (and these references include their affiliates and agents) Information relating to transactions on your account such as purchase date and amount, merchant category and whether the transaction was made by a supplementary cardmember; the Aeroplan number (if applicable), electronic address and the number of supplementary Cards on your account; and your account billing cycle; and (iii) collecting from Aeroplan and Air Canada under (7) Information about your participation in the Program including frequency and type of Program transactions, age band, flight information to make booking travel easier, contest participation, your Program tier and use of Program services, and points earned, transferred and redeemed, including frequency, and points balance.

Aeroplan and Air Canada will use Information for the purposes of the Program, the Air Canada benefits and services and for the purposes set out in their privacy policies. See “Aeroplan Program Inquiries, Terms and Conditions and Aeroplan and Air Canada Privacy Policies” section below. We use Information received from Aeroplan and Air Canada in accordance with our Consent to Use of Personal Information and Privacy Code.

If provided, your Social Insurance Number will be used to match credit bureau/ reporting agency Information, to help ensure the accuracy of the Information collected and reported.

Our customer service e-mail, text message and other electronic communications with you may include account alerts, statements, collection and other notices. You agree that we may monitor and record any of your telephone calls with us for the purposes of servicing accuracy, quality assurance and training.

We may use Information in our records for as long as it is needed for the purposes described above even after our relationship with you has ended.

Certain consents are mandatory and cannot be withdrawn. For example, once you have a card or other credit product, you may not withdraw your consent relating to ongoing collection and disclosure of credit information. This is necessary to maintain the integrity of the credit granting process.

You consent to our collection, disclosure, use and processing of Information about you for the purposes described above. You authorize third parties to give us the Information for these purposes. If you provide us with Information about any other individual, you confirm that the individual

(i) consents to our collection, disclosure, use and processing of that Information for these purposes as reasonably required (provided that all these purposes will apply to supplementary cardmembers), and

(ii) authorizes third parties to give us the Information for these purposes.

**You may at any time refuse or withdraw your consent under (7), or you may select from any partial consent options we may make available by calling 1-800-869-3016.** Your request will be processed promptly but may not be captured for promotions already in progress. This will not limit information we may provide you when you contact us.

See our Privacy Code for other information about your privacy rights. It provides further illustrative descriptions and examples to help you understand:

- the nature of personal information collected and how it relates to the purposes in this agreement,
- how to request access and correction to information held by us,
- our approach to processing and storage of information outside of Canada, and
- additional details about your consent rights.

You should also see our Online Privacy Statement, which is part of the Privacy Code, and describes and provides illustrative descriptions and examples to help you understand how we collect, use, disclose and safeguard information online including through websites, mobile applications and other online communications and content. Our Online Privacy Statement is available on our website. We may update the Privacy Code and the Online Privacy Statement and the most recent version will be available at [www.americanexpress.ca/privacy](http://www.americanexpress.ca/privacy).

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