

SIMPLYCASH™ PREFERRED CARD FROM AMERICAN EXPRESS

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15-DAY OUT OF PROVINCE/COUNTRY EMERGENCY MEDICAL INSURANCE

Effective Date of this Certificate:
October 12, 2022

INTRODUCTION

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

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

IMPORTANT NOTICE - PLEASE READ CAREFULLY

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

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

WHAT TO DO IN A MEDICAL EMERGENCY?

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

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

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

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

DEFINITIONS

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

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

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

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.

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

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

Exceptions:

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

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

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

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

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

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

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

Emergency services - any treatment, surgery or medication that:

- is required for the immediate relief of an acute symptom; or

- upon the advice of a *physician* cannot be delayed until *you* return to *your departure point*, and has to be received during *your trip* because *your medical condition* prevents *you* from returning to *your departure point*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Trip - the period of time between leaving *your departure point*, up to and including *your return date* outside *your* Canadian province or territory of residence.

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

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

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

WHEN DOES COVERAGE BEGIN AND END?

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

You will be covered for the first:

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

Coverage ends on the earliest of:

1. the date *you* return to *your* Canadian province or territory of residence;
2. the date *your Card* account is cancelled;
3. the date *your 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 *you* have been absent for more than 15 consecutive days from *your* Canadian province or territory of residence;
6. the date the group insurance policy terminates.

WHAT IF YOU WANT TO TOP-UP YOUR COVERAGE?

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

CAN COVERAGE BE EXTENDED?

Coverage automatically extends beyond the 15 day limit as follows:

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

WHAT RISKS ARE INSURED?

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

WHAT ARE THE BENEFITS?

1. Hospital & Medical Expenses

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

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

2. Emergency Dental Expenses

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

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

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

3. Physiotherapy and Other Professional Services

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

4. Return to *your Departure Point*

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

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

5. Return of Deceased

Covers:

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

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

6. Additional Meal & Accommodation Expenses

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

7. Bringing Bedside Companion to Bedside

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

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

8. Return of *Vehicle*

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

9. Return of *Dependent Children*

- This benefit is subject to the pre-authorization of Global Excel.
- If *dependent children* travel with or join *you* during *your* trip, and *you* are hospitalized for more than 24 hours, or *you* must return to Canada because of *your* medical *emergency* covered under this insurance, this insurance covers, when arranged and approved through Global Excel, the extra cost of one-way economy transportation by the most cost-effective route to their *departure point* and the cost of return economy transportation for an escort, when an escort is deemed necessary by the carrier.

10. Return of *your* Excess Baggage

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

WHAT ASSISTANCE SERVICES ARE AVAILABLE?

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

1. Medical Assistance & Consultation

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

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

2. Payment Assistance

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

3. Emergency Message Centre

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

4. Replacement Co-ordination

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

WHAT IS NOT COVERED?

Pre-Existing Condition Exclusion

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

EXCLUSION I

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

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

GENERAL EXCLUSIONS

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

1. A *medical condition* for which future investigation or treatment (except routine monitoring) is planned before *your trip*.
2. The continued treatment, recurrence or complication of a *medical condition* or related condition, following *emergency treatment* of that condition during *your trip*, if the Insurer determines that *you* were medically able to return to *your departure point* and *you* chose not to return.
3. The treatment of any heart or lung condition following *emergency services* for a related or unrelated heart or lung condition during *your trip* if the Insurer determines that *you* were medically able to return to *your departure point* and *you* chose not to return.
4. Any services that are not *emergency services*.
5. Routine care of a chronic condition.
6. Routine pre-natal care.
7. If *you* are pregnant, *your pregnancy* or the birth and delivery of *your child*, or any complications of either, occurring in the nine weeks before or after *your* expected delivery date as determined by *your* primary care *physician* in *your* province. Note that a child born during a *trip*, even

if born outside of the nine weeks before or after the expected delivery date, shall not be regarded as an *insured person* and shall not have coverage under this certificate for the entire duration of the *trip* in which the child is born.

8. Invasive testing or surgery (including cardiac catheterization and MRI) unless approved by Global Excel prior to being performed.
9. Participation:
 - a) as a *professional* athlete in a sporting event including training or practice;
 - b) in any motorized race or motorized speed contest;
 - c) in scuba diving (unless *you* hold a basic SCUBA designation from a certified school or other licensing body), hang-gliding, rock climbing, paragliding, skydiving, parachuting, bungee jumping, *mountain climbing*, rodeo, heli-skiing, any downhill skiing or snowboarding outside marked trails or any cycling racing event or ski racing event.
10. *Your* commission of a criminal act or *your* direct or indirect attempt to commit a criminal act.
11. *Your* intentional self-inflicted injury, suicide or attempt to commit suicide.
12. Any *medical condition* arising from, or in any way related to, *your* chronic use of alcohol or drugs whether prior to or during *your trip*.
13. *Your* abuse of medication, drugs or alcohol, or deliberate non-compliance with prescribed medical therapy or treatment, whether prior to or during *your trip*.
14. *Your* anxiety or panic attack or state of mental or emotional stress unless such state was sufficiently severe as to require a medical consultation.
15. War (declared or not), act of foreign enemies or rebellion.
16. Any portion of the benefits that require prior authorization and arrangement by Global Excel if such benefits were not pre-authorized and arranged by Global Excel.
17. Any *medical condition* if *you* undertake *your trip* with the prior knowledge that *you* will require or seek treatment, surgery, investigations, palliative care or alternative therapy of any kind, regardless of whether the treatment, surgery, investigations, palliative care or alternative therapy is related in any way to the *medical condition*.
18. A *medical condition* for which it was reasonable to expect treatment or hospitalization during *your trip*.
19. Symptoms which would have caused an ordinarily prudent person to seek treatment or medication in the 90 days before *your trip*.
20. Treatment or surgery for a specific condition, or a related condition, which had caused *your physician* to advise *you* not to travel.
21. Any *medical condition* *you* suffer or contract, or any loss *you* incur in a specific country, region or area 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 effective 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 effective 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.

22. Any *medical condition* if the medical advisors of Global Excel recommend that *you* return to *your departure point* following *emergency services* *you* have received, and *you* chose not to return.
23. Ionising radiation or radioactive *contamination* from any nuclear fuel or waste which results from the burning of nuclear fuels; or, the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

HOW DO *YOU* SUBMIT A CLAIM?

1. When *you* call Global Excel at the time of an *emergency*, *you* are given all the information required to file a claim. Otherwise, please refer to the instructions below.
2. This insurance does not cover fees charged for completing a medical certificate.
3. *You* must file *your* claim with *us* within 90 days of *your* return to *your departure point*.
4. If *you* need a Claim & Authorization form, please contact *our* Claims Department at:

73 Queen Street, Sherbrooke, Quebec, J1M 0C9

+905-475-4822 or 1-800-243-0198 or visit <https://amex.rsagroup.ca>

Emergency Medical Insurance

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

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

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

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

OTHER CLAIM INFORMATION

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

You agree that the Insurer and its agents have:

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

above to other sources, as may be required for the processing of *your* claim for benefits obtainable from other sources.

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

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

- a) if *you* are retired and *your* former employer provides to *you* under an extended health insurance plan, a lifetime maximum coverage of:
 - \$50,000 or less, we will not coordinate payment with such coverage;
 - more than \$50,000, we will coordinate payment with such coverage only in excess of \$50,000;

in accordance with the coordinating coverage guidelines issued by the Canadian Life and Health Insurance Association.

- b) if *you* are actively employed and *your* current employer provides to *you* under a group health insurance plan, a lifetime maximum coverage of:
 - \$50,000 or less, we will not coordinate payment with such coverage;
 - more than \$50,000, we will coordinate payment with such coverage only in excess of \$50,000.

GENERAL CONDITIONS

1. Any of *our* policies are excess insurance and are the last payors. All other sources of recovery, indemnity payments or insurance coverage must be exhausted before any payments will be made under any of *our* policies.
2. When *you* contact Global Excel, they will, on the Insurer's behalf, refer *you* or may transfer *you*, when medically appropriate, to one of their recommended medical service providers. They will also request that the approved medical service provider bill the medical expenses covered under this insurance directly to the Insurer instead of to *you*.
3. If *you* are eligible, from any other insurer, for benefits similar to the benefits provided under this insurance, the total benefits paid to *you* by all insurers cannot exceed the actual expense that *you* have incurred. We will coordinate the payment of benefits with all insurers from whom *you* are eligible for benefits similar to those provided under this insurance, to a maximum of the largest amount specified by each insurer.
4. Any information that has been misrepresented, misstated or is incomplete may result in this Certificate of Insurance and *your* coverage being null and void, in which case no benefits will be paid. *You* must submit any subsequent changes to the information in writing before *you* depart on *your trip*.
5. If *you* incur expenses covered under this insurance due to the fault of a third party, we may take action against the party at fault. *You* agree to cooperate fully with *us* and to allow *us*, at *our* own expense, to bring a law suit in *your* name against the third party. If *you* recover against a third party, *you* agree to hold in trust sufficient funds to reimburse *us* for the amounts paid under the insurance.
6. Payment, reimbursement and amounts shown throughout this contract are in Canadian dollars, unless otherwise stated. If currency conversion is necessary, we will use the exchange rate on the date the last service was

rendered to *you*. This insurance will not pay for any interest.

7. This contract is void in the case of fraud or attempted fraud by *you*, or if *you* conceal or misrepresent any material fact or circumstance concerning this insurance.
8. Throughout this Certificate of Insurance, any reference to age refers to *your* age on the *effective date*.
9. When making a claim under this insurance, *you* must provide the applicable documents *we* require. Failure to provide the applicable documentation will invalidate *your* claim.
10. The Insurer, Global Excel, Amex Bank of Canada and their agents are not responsible for the availability, quality or results of medical treatment or transportation, or *your* failure to obtain medical treatment.
11. This Certificate of Insurance is the entire contract between *you* and *us*. Despite any other provision of this contract, this contract is subject to any applicable federal and provincial statutes concerning contracts of insurance.
12. On reasonable notice *you* or a claimant under the contract will be provided with a copy of the group contract (applicable only in those provinces where mandated by legislation and subject to certain access limitations permitted by applicable legislation).
13. Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for actions or proceedings governed by the laws of British Columbia, Alberta and Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.
14. The Insurer shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this Certificate of Insurance which would breach economic, financial, or trade sanctions imposed under the laws of Canada, the European Union, the United Kingdom, or any other applicable jurisdiction.

IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

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

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FLIGHT AND BAGGAGE DELAY AND HOTEL BURGLARY INSURANCE

Effective Date of this Certificate:
October 12, 2022

INTRODUCTION

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

Amex Bank of Canada has been issued group insurance policy PSI047258505 for Flight and Baggage Delay and Hotel *Burglary* Insurance coverage by Royal & Sun Alliance Insurance Company of Canada (the “Insurer”). This Certificate of Insurance summarizes the provisions of the group insurance policy applicable to *your AMEX Card* for Flight and Baggage Delay and Hotel *Burglary* Insurance.

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

IMPORTANT NOTICE - PLEASE READ CAREFULLY

- 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.

WHAT TO DO IN AN EMERGENCY?

If *you* have an emergency, *you* can call Global Excel Management Inc. (Global Excel). Global Excel can be contacted 24 hours a day, 7 days a week by calling:

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

DEFINITIONS

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

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 - 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 - the taking of or damage to personal property as a result of illegal 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEN DOES COVERAGE BEGIN AND END?

Coverage begins for an *insured person*;

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

For Coverage D - when the *full fare* of the *insured person's accommodations* is reserved, booked and charged to the *Cardmember's Card*.

Coverage ends on the earliest of:

1. when *you* return to *your* place of residence;
2. the date the *Cardmember's Card* account is cancelled;
3. the date the *Cardmember's Card* privileges are terminated;

4. the date the *Cardmember's Card* account is no longer in good standing as per the *Cardmember's Cardmember Agreement* issued by Amex Bank of Canada;
5. the date the group insurance policy terminates.

WHAT IS COVERED AND WHAT ARE THE BENEFITS?

Coverage A - Missed Connection

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

Coverage B - Delayed Flight Departure or Denied Boarding

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

Coverage C - Emergency Baggage Delay

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

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

Coverage D - Hotel Burglary

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

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

GENERAL EXCLUSIONS

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, bus or the purchase of an airline ticket;
2. Emergency Baggage Delay as a result of a flight that is returning to an *insured person's* place of residence;
3. *Burglary* of an *insured person's* own rental property;
4. Failure of any device to correctly read or interpret date/time data;
5. Any illegal activity, fraud, criminal activity, committed by or attempted by an *insured person*;
6. Any act of war, whether declared or undeclared, hostile or warlike action, insurrection, rebellion, revolution, civil war, usurped power, or action taken by government or public authority in hindering, combating or defending against such action;

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;
8. Nuclear reaction, nuclear radiation, or radioactive contamination, any weapon of war employing atomic fission or a radioactive force.

HOW DO YOU SUBMIT A CLAIM?

1. *You* must file *your* claim with us within 30 days after the *occurrence*.
2. If *you* need a Claim & Authorization form, please contact *our* Claims Department at:
73 Queen Street, Sherbrooke, Quebec, J1M 0C9
+905-475-4822 or 1-800-243-0198 or visit <https://amex.rsagroup.ca>
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.

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.

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.

WHAT OTHER TERMS SHOULD YOU KNOW ABOUT?

This Certificate of Insurance evidences the agreement between *you* and *us*. Despite any other provision of this agreement, this agreement is subject to any applicable federal and provincial statutes concerning contracts of insurance. This coverage may be cancelled, changed or modified at *our* option or at the option of Amex Bank of Canada at any time without notice. This Certificate of Insurance replaces any and all certificates previously issued to the *Cardmember* with respect to group insurance policy PSI047258505.

1. In case of an *occurrence* or loss covered by this Certificate of Insurance the *insured person* must comply with the following requirements. Failure by the *insured person* to comply with these conditions shall invalidate any claims under this Certificate of Insurance.

- a. Notify *us* as provided above;
 - b. In the case of Coverage D take all reasonable steps to protect, save or recover the property;
 - c. In the case of Coverage D, promptly notify either the police or other proper authority. Police report and official letter from 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 “How do *you* submit a claim?”
2. This coverage is excess insurance and *we* are the last payors. All other sources of recovery, indemnity payments or insurance coverage must be exhausted before any payments will be made under this coverage.
3. If *you* are eligible, from any other insurer, for benefits similar to the benefits provided under this insurance, the total benefits paid to *you* by all insurers cannot exceed the actual expense that *you* have incurred. *We* will coordinate the payment of benefits with all insurers from whom *you* are eligible for benefits similar to those provided under this insurance, to a maximum of the largest amount specified by each insurer.
4. If *you* incur expenses covered under this insurance due to the fault of a third party, *we* may take action against the party at fault. *You* agree to cooperate fully with *us* and to allow *us*, at *our* own expense, to bring a law suit in *your* name against the third party. If *you* recover against a third party, *you* agree to hold in trust sufficient funds to reimburse *us* for the amounts paid under the insurance.
5. Any information that has been misrepresented, or misstated to *us* by *you* or is incomplete may result in this Certificate of Insurance and *your* coverage being null and void, in which case no benefits will be paid.
6. Any claim for a loss covered under this Certificate of Insurance will be adjusted and paid when satisfactory proof of the loss is provided. Any claim for lost property covered under this Certificate of Insurance will be adjusted and paid if the property is not found within fourteen (14) days. The *insured person* must give proof of loss and values of the items lost to *us*. All benefits will be paid to the *insured person*.
7. *We* will not pay more than the lesser of the following amounts:
 - a. The actual replacement value of the property, at the time of loss or damage;
 - b. The amount for which the property could be replaced with property of like kind and quality if an identical replacement cannot reasonably be obtained;
 - c. The amount for which the property could be repaired to its condition prior to the damage;
 - d. The maximum benefit applicable for each coverage under this Certificate of Insurance.
8. All payments shall be payable in the lawful currency of Canada. All benefit limits indicated are in Canadian currency. This insurance will not pay for any interest or any fluctuations in the exchange rate.
9. On reasonable notice *you* or a claimant under the contract will be provided with a copy of the group contract (applicable only in those provinces where mandated by legislation and subject to certain access limitations permitted by applicable legislation).
10. Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for actions

or proceedings governed by the laws of British Columbia, Alberta and Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.

11. The Insurer shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this Certificate of Insurance which would breach economic, financial, or trade sanctions imposed under the laws of Canada, the European Union, the United Kingdom, or any other applicable jurisdiction.

IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

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LOST OR STOLEN BAGGAGE INSURANCE

Effective Date of this Certificate:
October 12, 2022

INTRODUCTION

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

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

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

IMPORTANT NOTICE - PLEASE READ CAREFULLY

- 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.

WHAT TO DO IN AN EMERGENCY?

If *you* have an emergency, *you* can call Global Excel Management Inc. (Global Excel). Global Excel can be contacted 24 hours a day, 7 days a week by calling:

1-800-243-0198 toll-free from the US & Canada, or

+905-475-4822 collect from anywhere in the world

DEFINITIONS

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

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.

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

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

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

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

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

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

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

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

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

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

WHEN DOES COVERAGE BEGIN AND END?

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

Coverage ends on the earliest of:

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

WHAT IS COVERED AND WHAT ARE THE BENEFITS?

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

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

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

GENERAL EXCLUSIONS

This insurance 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, securities, bullion, negotiable property, tickets and valuable papers and documents;

3. Any illegal activity, fraud, or criminal activity, committed by or attempted by an *insured person*;
4. Loss or damage as a result of any act of war, whether declared or undeclared, hostile or war like action, insurrection, rebellion, revolution, civil war, usurped power, or action taken by government or public authority in hindering, combating or defending against such action;
5. Loss or damage as a result of terrorism, meaning any ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public;
6. Loss or damage as a result of nuclear reaction, nuclear radiation, or radioactive contamination, any weapon of war employing atomic fission or a radioactive force.

HOW DO *YOU* SUBMIT A CLAIM?

1. *You* must file *your* claim with *us* within 30 days after the *occurrence*.
2. If *you* need a Claim & Authorization form, please contact *our* Claims Department at:

73 Queen Street, Sherbrooke, Quebec, J1M 0C9

+905-475-4822 or 1-800-243-0198 or visit <https://amex.rsagroup.ca>

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

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

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

WHAT OTHER TERMS SHOULD *YOU* KNOW ABOUT?

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

1. This coverage is excess insurance and *we* are the last payors. All other sources of recovery, indemnity payments or insurance coverage must be exhausted before any payments will be made under this coverage.
2. If *you* are eligible, from any other insurer, for benefits similar to the benefits provided under this insurance, the total benefits paid to *you* by all insurers cannot exceed the actual expense that *you* have incurred. *We* will coordinate the payment of benefits with all insurers from whom *you* are eligible for benefits similar to those provided under this insurance, to a maximum of the largest amount specified by each insurer.

3. If *you* incur expenses covered under this insurance due to the fault of a third party, *we* may take action against the party at fault. *You* agree to cooperate fully with *us* and to allow *us*, at *our* own expense, to bring a law suit in *your* name against the third party. If *you* recover against a third party, *you* agree to hold in trust sufficient funds to reimburse *us* for the amounts paid under the insurance.
4. Any information that has been misrepresented, or misstated to *us* by *you* or is incomplete may result in this Certificate of Insurance and *your* coverage being null and void, in which case no benefits will be paid.
5. Any claim for loss or damage covered under this Certificate of Insurance will be adjusted and paid when satisfactory proof of the loss or damage is provided to *us*. *You* must give proof of loss and values of the items lost or damaged to *us*. All benefits will be paid to the *insured person*.
6. *We* will not pay more than the lesser of the following amounts:
 - a. The actual replacement 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 of Insurance.
7. All payments shall be payable in the lawful currency of Canada. All benefit limits indicated are in Canadian currency. This insurance will not pay for any interest or any fluctuations in the exchange rate.
8. On reasonable notice *you* or a claimant under the contract will be provided with a copy of the group contract (applicable only in those provinces where mandated by legislation and subject to certain access limitations permitted by applicable legislation).
9. Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for actions or proceedings governed by the laws of British Columbia, Alberta and Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.
10. The Insurer shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this Certificate of Insurance which would breach economic, financial, or trade sanctions imposed under the laws of Canada, the European Union, the United Kingdom, or any other applicable jurisdiction.

IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

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\$100,000 TRAVEL ACCIDENT INSURANCE

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

Effective Date of this Certificate:
October 12, 2022

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

Effective Date of this Certificate:
October 12, 2022

INTRODUCTION

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

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

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

IMPORTANT NOTICE - PLEASE READ CAREFULLY

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

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).

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

PART I DEFINITIONS

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

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

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.

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

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.

Eligible person means a *Cardmember* and *secondary drivers*, while covered under this Certificate.

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 presents himself (herself) in person at the *rental agency*, signs the *rental agreement*, declines the *rental agency's* CDW (LDW in the United States) or its equivalent 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 under the law of the applicable jurisdiction which provides a *rental agreement*.

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

Rental auto means a vehicle rented from a *rental agency* for up to the *coverage period* allowed and that is not an excluded vehicle listed and described in Part

IV - Exclusions, “The following vehicles are excluded from coverage under this Certificate”.

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.

PART II TERM OF COVERAGE

A. WHEN COVERAGE BEGINS

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

B. WHEN COVERAGE ENDS:

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

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

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

PART III DESCRIPTION OF COVERAGE

The Car Rental Theft and Damage Insurance compensates the *Cardmember* or a *rental agency* for theft, loss and damage, up to the *actual cash value* of the *rental auto* and valid *rental agency loss of use* charges when the conditions described below are met. The following conditions must be satisfied for coverage to be in effect:

1. A *Cardmember* must initiate and complete the entire rental transaction with the same valid *Card*. The full cost, including applicable taxes, of the rental, must be charged to their *Card*. *Rental autos* which are part of prepaid travel packages are also covered if the total package was paid for using the *Cardmember's Card*;
2. A *Cardmember* is covered if they receive a “free rental” as a result of a promotion, where they have had to make previous vehicle rentals if each such previous rental was entirely paid for with the *Cardmember's Card* and the applicable taxes for the “free rental” have been charged to the *Cardmember's Card*;

3. Only a *Cardmember* can rent the vehicle and decline the *rental agency's* CDW, LDW or an equivalent coverage offering. Anyone other than the *Cardmember* doing so would void coverage;
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 the exclusion section titled **"The following vehicles are excluded from coverage under this Certificate"**;
5. A *Cardmember* is covered when only one *rental auto* is rented at a time, i.e. if during the same period there is more than one vehicle rented by the *Cardmember*, only the first rental will be eligible for these benefits;
6. The *Cardmember* must decline the *rental agency's* CDW, LDW or similar coverage offered by the *rental agency* on the rental contract. If there is no space on the vehicle rental contract for the *Cardmember* to indicate that they have declined the coverage, then they should indicate in writing on the contract "I decline the CDW provided by the *rental agency*";
7. 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;
8. The *Cardmember* and/or *eligible person* has not been indemnified for damages or expenses covered under the Policy by or through personal insurance.

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

PART IV EXCLUSIONS

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

1. Third party liability;
2. Damages or expenses assumed, waived, or that may be paid by the *rental agency*, or by its insurer pursuant to any direct compensation agreement or other applicable sections of provincial insurance acts;
3. Personal injury or damage to property, except the *rental auto* itself or its equipment;
4. Replacement vehicle for which an automobile insurance is covering all or part of the cost of the rental;
5. The operation of the *rental auto* at any time during the *coverage period* where an *eligible person* is driving while intoxicated or under the influence of any illegal or prescribed (if advised not to operate a vehicle) narcotic;
6. Any dishonest, fraudulent or criminal act committed by any *eligible person* or at their direction;
7. Participation in any race or speed test.
8. The use of a fuel type or octane level that differs from the manufacturer's recommended fuel for that *rental auto*;

9. Normal wear and tear, gradual deterioration, or mechanical or electrical breakdown or failure, inherent vice or damage, insects or vermin;
10. The operation of the *rental auto* in violation of the terms of the *rental agreement* except:
 - (a) *eligible person* as defined may operate the *rental auto*;
 - (b) The *rental auto* may be driven on publicly maintained gravel roads;
 - (c) The *rental auto* may be driven across provincial and state boundaries in Canada and the U.S. and between Canada and the U.S.

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

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

The following vehicles are excluded from coverage under this Certificate:

1. Automobiles or other vehicles which are not *rental autos*;
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;
3. Vans, cargo vans or mini cargo vans (other than *mini-vans*);
4. Trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck;
5. Limousines;
6. *Off-road vehicles*;
7. Motorcycles, mopeds or motor bikes;
8. Trailers, campers, recreational vehicles or vehicles not licensed for road use;
9. Vehicles towing or propelling trailers or any other object;
10. Mini-buses or buses;

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

PART V IN THE EVENT OF AN ACCIDENT/THEFT

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://amex.rsagroup.ca>

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

If the *rental auto* has sustained damage of any kind during the *coverage period*, the *Cardmember* must immediately phone one of the numbers provided and must not sign a blank sales draft to cover the damage and *loss of use* charges or a sales draft with an estimated cost of repair and *loss of use* charges.

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

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

The following claim documentation is required:

- Statement(s) if requested;
- Sales draft showing that the *rental auto* was paid in full with the *Card*;
- A copy of both sides of the vehicle *rental agreement*;
- The accident or damage report, if available;
- The itemized repair bill;
- The receipt for paid repairs;
- The police report, when available, and if a police report is not legally required in the jurisdiction in which the accident occurred, then the name, badge number and division address of the police officer contacted;
- A copy of the billing or pre-billing statement if any repair charges were billed to the account.

Forward this documentation to:

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

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

LIMITATION PERIODS: Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for actions or proceedings governed by the laws of British Columbia, Alberta and Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.

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

DISAGREEMENT OVER SIZE OF LOSS: If there is a disagreement about the amount of the loss, either the *Cardmember* or the 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 he or she chooses. The Insurer will pay the appraiser they chose. The *Cardmember* will share with the Insurer the cost of the arbitrator and the appraisal process.

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

SANCTIONS: The Insurer shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this Certificate of Insurance which would breach economic, financial, or trade sanctions imposed under the laws of Canada, the European Union, the United Kingdom, or any other applicable jurisdiction.

IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

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

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BUYER'S ASSURANCE® PROTECTION PLAN

Effective Date of this Certificate:
October 12, 2022

INTRODUCTION

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

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

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

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

IMPORTANT NOTICE - PLEASE READ CAREFULLY

- 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.

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

PART I DEFINITIONS

Throughout this Certificate of Insurance, all *italicized* terms have the specific meaning explained 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 by Amex Bank of Canada ("American Express").

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

Item means a new item (a pair or set being one 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*.

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

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

Other insurance means any and all policies of insurance, contracts of indemnity, service contracts or warranties which provide additional coverage to a *Cardmember* for loss or damage covered under the Buyer's Assurance Protection Plan.

Purchase price means the actual cost of the *item*, including any applicable sales tax, as shown on the store receipt.

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

PART II DESCRIPTION OF COVERAGE

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

Coverage takes effect immediately following the expiry of the *item's* original *manufacturer's warranty*, up to a maximum of one full year. In the event the *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.

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

PART III LIMITATIONS

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

PART IV ADDITIONAL TERMS, CONDITIONS, RESTRICTIONS AND EXCLUSIONS

1. There shall be no coverage or entitlement to benefits under this Certificate for loss arising from the following:
 - a. Any physical damage, including damage as a direct result of natural disaster or a power surge, except to the extent the original *manufacturer's warranty* covers such damage.
 - b. *Occurrences* caused by any of the following:
 - I. Fraud,
 - II. Abuse,
 - III. War or hostilities of any kind (e.g. Invasion, rebellion insurrection),
 - IV. Confiscation by order of any government, public authority, or customs official,
 - V. Risk of contraband,
 - VI. Illegal activity or acts,
 - VII. Radioactive contamination;
 - c. Negligence;
 - d. Improper installation or alteration;
 - e. Ancillary costs incurred in respect of an *item* and not forming part of the *purchase price*;
 - f. Inherent product defects;
 - g. Mechanical failure or product defects covered under product recall;
 - h. All *occurrences* that take place outside the Buyer's Assurance Protection Plan coverage effective period.
2. There shall also be no coverage or entitlement to benefits under this Certificate for the following:
 - a. Products with *manufacturer's warranties* not valid in Canada or the United States;
 - b. Products which, at the time of purchase, are used, rebuilt, refurbished or remanufactured, including demos;
 - c. Products covered by an unconditional satisfaction guarantee;
 - d. Motorized vehicles (such as cars, trucks, motorcycles, boats, airplanes) and their parts (including batteries, carburetors, pipes, hoses, pistons, brakes, tires, or mufflers);
 - e. Motorized devices and their parts used for agriculture, landscaping, demolition or construction;
 - f. Improvements or upgrades to a residential or commercial property, including but not limited to permanently affixed goods. Business fixtures, including but not limited to air conditioners, refrigerators, heaters;
 - g. Loss or damage to electrical appliances or devices of any kind (including wiring) when loss or damage is due to electrical currents artificially generated, including arcing, unless fire or explosion ensues and then only for such loss and damage;
 - h. Land or buildings;
 - i. Jewellery;
 - j. Consumable or perishable items;
 - k. Animals or living plants;
 - l. One of a kind products which cannot be replaced;
 - m. Business property including but not limited to inventory, *items* purchased for resale or *items* that would form part of a sellable product;

- n. Sports equipment and goods where the loss or damage is due to the use thereof.
- o. Products with *manufacturer's warranties*, or combined *manufacturer's warranties* and service plan agreements, lasting in excess of five years;
- p. The equipment *manufacturer's warranty* is defined as the basic coverage offered by the manufacturer at the time of purchase. Buyer's Assurance Protection Plan is not applicable to additional coverages purchased from the manufacturer or another party.

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

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

- 1) To report an *occurrence*, the *Cardmember* must call toll free **1-800-243-0198** (in Canada or the United States) or call collect **+905-475-4822** (elsewhere in the world) or visit <https://amex.rsagroup.ca>
- 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 *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 *item*, at their expense, for further evaluation of their claim. If requested, the *Cardmember* must send in the damaged *item* within 30 days from the date of request to remain eligible for benefits.

APPRAISAL

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

PARTS

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

SUBROGATION

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

execution of all documents necessary to enable the Insurer to bring suit in the name of the *Cardmember*.

DUE DILIGENCE

The *Cardmember* shall use diligence and do all things reasonable to avoid, mitigate or diminish any loss of or damage to property protected by Buyer's Assurance Protection Plan. The Insurer will not unreasonably apply this provision to avoid claims under the Policy.

FALSE CLAIM

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

LIMITATION PERIODS

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for actions or proceedings governed by the laws of British Columbia, Alberta and Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.

SANCTIONS

The Insurer shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this Certificate of Insurance which would breach economic, financial, or trade sanctions imposed under the laws of Canada, the European Union, the United Kingdom, or any other applicable jurisdiction.

CANADIAN CURRENCY

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

AMENDMENT

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

IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

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

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PURCHASE PROTECTION[®] PLAN

Effective Date of this Certificate:
October 12, 2022

INTRODUCTION

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

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

IMPORTANT NOTICE - PLEASE READ CAREFULLY

- 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.

For confirmation of coverage or for any questions concerning the information in this Certificate, call toll free **1-800-243-0198** (in Canada and the United States) or call collect **+905-475-4822** (elsewhere in the world).

PART I DEFINITIONS

Throughout this Certificate of Insurance, all *italicized* terms have the specific meaning explained 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 by Amex Bank of Canada (“American Express”).

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

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

Insured item means a new item (a pair or set being one item) of 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*.

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

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

Purchase price means the actual cost of the *insured item*, including any applicable sales tax, as shown on the store receipt and where at least a portion of the cost is charged to the *Cardmember's Card*.

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

PART II TERM OF COVERAGE

A. WHEN COVERAGE BEGINS:

Cardmember's coverage will take effect at the time the *Cardmember* purchases the *insured item*.

B. WHEN COVERAGE ENDS:

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

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

PART III DESCRIPTION OF COVERAGE

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.

PART IV LIMITATIONS

1. Indemnification for Loss is limited to \$1,000 per *Cardmember* per *occurrence* (even if the *occurrence* involves more than one *insured item*) and is further subject to the terms, conditions and exclusions set forth in this Certificate.
2. The insurance provided under this Certificate is supplementary. This Certificate is not a substitute for *other insurance* which also insures against direct physical damage or theft to the *insured item*. This Certificate will indemnify *eligible persons* only to the extent that direct physical damage or theft is not covered by such *other insurance*.
3. The total liability of the Insurer for any *insured item* under this Certificate shall not exceed the *purchase price* of that item.
4. For *insured items* where only a portion of the *purchase price* is charged to the *Card*, total liability will be limited to the portion of the *purchase price* charged to the *Card*.
5. 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 lost, stolen or damaged parts bear to the number of parts in the complete pair or set.

6. 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.

PART V EXCLUSIONS

1. There shall be no payment under this Certificate for Loss arising from the following perils:
 - a. Wear and tear;
 - b. Theft of items attached to or carried by or in a motor vehicle;
 - c. Mysterious disappearance, lost items;
 - d. Inherent product defects, faulty material or workmanship;
 - e. War, invasion, hostilities, rebellion, insurrection, confiscation by order of any government or public authority or risks of contraband or Losses arising from illegal activity or acts;
 - f. Flood and earthquake;
 - g. Radioactive contamination.
2. There shall also be no payment under this Certificate for Loss of:
 - a. Cash, or its equivalent, Travellers Cheques, tickets and any other negotiable instruments;
 - b. Animals or living plants;
 - c. Consumable goods;
 - d. Perishable goods such as food and liquor;
 - e. Items left behind;
 - f. Ancillary costs incurred in respect of an *insured item* and not forming part of the *purchase price*;
 - g. Jewellery and watches in baggage unless carried by hand and under the personal supervision of the *Cardmember* or by a person travelling with and sharing the same travel accommodations as the *Cardmember* (travelling companion), for the trip;
 - h. Motorized vehicles;
 - i. Property solely used and pertaining to a business, profession or occupation;
 - j. Property as a result of deliberate physical abuse to the property, excluding vandalism;
 - k. Property which was procured illegally; or
 - l. Where the *Cardmember* knowingly makes a false or fraudulent claim.

PART VI NOTICE OF LOSS AND CLAIMS

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://amex.rsagroup.ca>

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

The following claim documentation is required:

1. Original purchase receipt for item being claimed
2. Statement showing purchase
3. If claim is due to damage, a repair estimate or note from repair facility stating irreparable

4. If claim is due to damage and damage is visible, pictures of the damaged items
5. Homeowner's policy showing amount of deductible
6. If claim is due to theft, a copy of the police report. If a copy was not provided, we will need the police report number, name & badge number of the police officer.

Forward this documentation to:

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

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

Upon 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 Policy.

FRAUD

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

APPRAISAL

In the event of disagreement as to the value of the *insured item*, the property saved or the amount of loss, those questions shall be determined by appraisal as provided under The Insurance Act before there can be any recovery under this Certificate whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand is made in writing and until after proof of loss has been delivered.

PARTS

Except in the case of claims for *insured items* belonging to a pair or set (see Part IV, [5]), all other loss of, or damage, to any part of the *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.

SUBROGATION

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

LIMITATION PERIODS

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for actions or proceedings governed by the laws of British Columbia, Alberta and Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.

SANCTIONS

The Insurer shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this Certificate of Insurance which would breach economic, financial, or trade sanctions imposed under the laws of Canada, the European Union, the United Kingdom, or any other applicable jurisdiction.

CANADIAN CURRENCY

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

IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

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

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MOBILE DEVICE INSURANCE

Effective Date of this Certificate:
October 12, 2022

INTRODUCTION

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

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

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

IMPORTANT NOTICE - PLEASE READ CAREFULLY

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

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

PART I DEFINITIONS

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

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

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

Card means a SimplyCash™ Preferred Card from American Express.

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

Effective date: October 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.

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

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

Purchase price means the full cost of the *mobile device* including any applicable taxes, 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.

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

PART II TERM OF COVERAGE

A. WHEN COVERAGE BEGINS:

Coverage **begins** on:

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

B. WHEN COVERAGE ENDS:

Coverage **ends** at the earliest of:

1. two years from the date the first transaction related to the purchase of *your*

mobile device is charged to *your Card* or the date the full *purchase price* is charged to *your Card*, whichever applies; or

2. the date ONE monthly wireless bill payment for *your* Canadian wireless service provider's installment plan was not charged to *your Card*, **if you finance all or any portion of the purchase price of your mobile device through a Canadian wireless service provider's installment plan** (**Exception:** Once the *purchase price* has been fully paid under *your* Canadian wireless service provider's installment 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.

PART III DESCRIPTION OF COVERAGE

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*, provided that:

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

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

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

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

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

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

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

PART IV LIMITATIONS

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

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

PART V EXCLUSIONS

A. EXCLUDED ITEMS

The following items are excluded from coverage under this Certificate:

1. Accessories for *your mobile device*, whether purchased separately or included in the original manufacturer’s package;
2. Laptop computers;
3. Batteries;
4. *Mobile devices* purchased for resale;
5. *Mobile devices* purchased by, or for, a business;
6. Used or previously owned *mobile devices*;
7. 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);

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

B. GENERAL EXCLUSIONS

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

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

PART VI HOW DO YOU SUBMIT A CLAIM?

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://amex.rsagroup.ca>

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

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

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

Forward this documentation to:

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

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

NOTICE OF CLAIM

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

PAYMENT OF CLAIMS

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

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

CANADIAN CURRENCY

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

BENEFITS TO *CARDMEMBER* ONLY

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

OTHER INSURANCE

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

MISREPRESENTATION AND NON-DISCLOSURE

Any information that has been misrepresented, or misstated to the Insurer by *you* or is incomplete may result in this Certificate of Insurance and *your* coverage being null and void, in which case no benefits will be paid.

APPLICABLE LAW

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

MATERIAL FACTS

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

DUE DILIGENCE

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

SUBROGATION

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

LIMITATION PERIODS

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for actions or proceedings governed by the laws of British Columbia, Alberta and Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.

IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

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

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CUSTOMER SERVICE NUMBERS

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

Travel Accident Insurance

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

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