#### CERTIFICATES OF INSURANCE

### AMERICAN EXPRESS® AEROPLAN®\* CORPORATE RESERVE CARD

Amended and Restated Effective Date: July 1, 2025

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

### OUT OF PROVINCE/COUNTRY EMERGENCY MEDICAL INSURANCE

Amended and Restated Effective Date: July 1, 2025

#### **SECTION 1 - INTRODUCTION**

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

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

#### SECTION 2 - IMPORTANT NOTICE - PLEASE READ CAREFULLY

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

#### SECTION 3 - WHAT TO DO IN A MEDICAL EMERGENCY?

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

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

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

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

#### **SECTION 4 - DEFINITIONS**

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

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

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

Card means an American Express<sup>®</sup> Aeroplan<sup>®</sup>\* Corporate Reserve Card issued in Canada by Amex Bank of Canada.

**Cardmember** means an employee of the **company** to whom a **Card** has been issued for business or personal purposes, with the consent of the **company**.

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

Company means the entity in whose name the Card account has been opened.

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

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

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

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

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

#### Emergency services mean any treatment that:

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

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

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

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

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

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

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

Insurer means Belair Insurance Company Inc.

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

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

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

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

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

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

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

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

Province means your Canadian province or territory of permanent residence.

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

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

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

Sickness means a disease or disorder of the body.

Spouse means:

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

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

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

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

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

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

Trip means travel for business or personal purposes with the consent of the **company**, for a journey which commences on the **departure date** and ends on the **return date**.

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

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

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

#### SECTION 5 - WHEN DOES COVERAGE BEGIN AND END?

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

This insurance coverage begins whenever you leave your province.

You will be covered for the first:

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

Coverage ends on the earliest of:

- 1. the date you have been absent for more than 15 consecutive days from your **province**;
- 2. the date you return to your province;
- 3. the date the company's Card account is cancelled;
- 4. the date the Cardmember's privileges are terminated;
- the date the company's Card account is no longer in good standing as per the Cardmember Agreement issued by Amex Bank of Canada;
- 6. the date the Policy terminates.

#### WHAT IF YOU WANT TO TOP UP YOUR COVERAGE?

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

## SECTION 6 - WHEN DOES YOUR COVERAGE AUTOMATICALLY EXTEND?

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

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

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

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

#### SECTION 7 - WHAT ARE YOU COVERED FOR?

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

#### WHAT ARE THE BENEFITS?

#### Hospital Accommodations & Medical Expenses

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

#### **Physician Charges**

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

#### Private Registered Nurse

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

#### **Ground Ambulance Services**

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

#### **Paramedical Services**

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

#### **Diagnostic Services**

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

#### Prescriptions

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

#### Medical Appliances

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

#### **Emergency Dental Expenses**

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

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

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

#### **Return to your Departure Point**

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

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

#### **Return of Deceased**

Covers:

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

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

#### Additional Meal & Accommodation Expenses

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

#### Transportation to Bedside

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

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

#### **Return of Vehicle**

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

#### Care and Return of Dependent Children

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

#### Return of your Excess Baggage

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

#### **Incidental Expenses**

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

#### SECTION 8 - WHAT ASSISTANCE SERVICES ARE AVAILABLE?

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

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

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

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

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

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

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

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

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

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

#### SECTION 9 - WHAT ARE YOU NOT COVERED FOR?

#### GENERAL EXCLUSIONS

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

1. Any **medical condition** (other than a **minor ailment**) that was not **stable**\* at any time during the 90 days before your **departure date**.

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

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

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

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

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

#### SECTION 10 - HOW DO YOU SUBMIT A CLAIM?

To submit a claim, please call Global Excel:

- If in Canada or the United States, call toll free at: 1-800-243-0198
- From anywhere else in the world, call collect to: +905-475-4822
- 1. When you call **Global Excel** at the time of an **emergency**, you will be given all the information required to file a claim.
- 2. This insurance does not cover fees charged for completing a medical certificate.
- 3. You must file your claim with us within 90 days of your return to your **departure point.**

#### **Emergency Medical Insurance**

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

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

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

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

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

All pertinent documents should be sent to: Global Excel Management Inc. 73 Queen Street, Sherbrooke, Quebec, J1M 0C9

#### OTHER CLAIM INFORMATION

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

You agree that the Insurer and its agents have:

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

#### SECTION 11 - WHAT ELSE DO YOU NEED TO KNOW?

This certificate evidences the agreement between you and us. Despite any other provision of this agreement, this agreement is subject to any applicable Canadian law concerning contracts of insurance. This coverage may be cancelled, changed or modified at our option or at the option of Amex Bank of Canada at any time, to the extent required by applicable law and subject to compliance with any notice requirements under applicable law. This certificate replaces any and all certificates previously issued to the **Cardmember** with respect to the Policy.

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

Failure to Notify Global Excel. In the event of an emergency, you must call Global Excel before seeking treatment. If it is not reasonably possible for you to contact Global Excel before seeking treatment due to the nature of your emergency, you must have someone else call on your behalf or you must call as soon as medically possible. Failure to do so may limit the benefits payable to you. **Transfer or Medical Repatriation.** During an **emergency** (whether prior to admission, during a hospitalization or after your release from the **hospital**), the **Insurer** reserves the right to:

a) Transfer you to a preferred health care provider; and/or

b) Return you to your province;

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

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

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

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

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

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

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

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

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

**Group Contract.** On reasonable notice you or a claimant under the contract will be provided with a copy of the group contract (applicable only in those provinces where mandated by legislation and subject to certain access limitations permitted by applicable legislation).

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

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

 a) if you make a claim under the Policy, you must give us an opportunity to examine you when and so often as we may reasonably require while the claim hereunder is pending, and b) in the case of your death, we may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.

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

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

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

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

For the purposes of this Clause:

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

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

#### IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

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

#### **Insurer Contact Information:**

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

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### TRIP CANCELLATION & TRIP INTERRUPTION INSURANCE

Amended and Restated Effective Date: July 1, 2025

#### SECTION 1 - INTRODUCTION

## Trip Cancellation & Trip Interruption Insurance for Amex Cardmembers and insured persons.

Amex Bank of Canada has been issued the Policy **PSI047258485** by Belair Insurance Company Inc. (the **Insurer**) to protect your travel investment prior to departure or cover other expenses incurred by you after departure, while outside your **province**.

This Certificate of Insurance (hereinafter described as "this certificate" or "your certificate") summarizes the provisions of the Policy applicable to your Amex **Card** for Trip Cancellation and Trip Interruption Insurance.

#### SECTION 2 - IMPORTANT NOTICE - PLEASE READ CAREFULLY

- Bolded terms that are defined in this certificate can be found in SECTION 4 DEFINITIONS. Throughout this certificate, any references to "you" and "your" mean any person qualifying as an insured person under this certificate. The words "we", "our" and "us" mean the Insurer, or its authorized representatives or Global Excel Management Inc. (hereinafter referred to as "Global Excel"), the assistance and claims service provider under this certificate, as applicable.
- Trip Cancellation & Trip Interruption insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that you read and understand your certificate before you travel as your coverage may be subject to certain limitations or exclusions.
- An exclusion applies for any medical condition that was not stable before your trip. Refer to this certificate to determine how this exclusion affects your coverage and how it relates to your departure date or effective date.
- In the event of an accident, injury or sickness, your prior medical history may be reviewed when a claim is reported.
- Coverage is only available if you are a resident of Canada while you are travelling outside your province.
- For trip cancellation coverage, only the prepaid travel arrangements charged on the Cardmember's Card, or obtained through the redemption of points from the Card reward program, will be considered for reimbursement, up to the benefit maximum. Any expenses incurred using other payment sources will not be considered. Note: Prepaid travel arrangements will not be covered for Trip Cancellation, if purchased with points from a reward program other than the Card reward program.
- For trip interruption/trip delay coverage, benefits are payable to you as long as any portion of the prepaid travel arrangements is charged to the Cardmember's Card or obtained through the redemption of points from the Card reward program, up to the benefit maximum. Note: Prepaid travel arrangements will not be covered for Trip Interruption/Trip Delay, if purchased with points from a reward program other than the Card reward program.

- This certificate contains clauses which may limit the amounts payable.
- This certificate contains a provision removing or restricting the right
  of the group person insured to designate persons to whom or for
  whose benefit insurance money is to be payable.

#### SECTION 3 - WHAT TO DO IN AN EMERGENCY?

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

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

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

#### **SECTION 4 - DEFINITIONS**

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

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

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

Business meeting means a meeting, trade show, conference, training course, or convention scheduled before your effective date between companies with unrelated ownership, pertaining to your full-time occupation or profession and that is the sole purpose of your trip. Legal proceedings are not considered to be a business meeting.

Card means an American Express<sup>®</sup> Aeroplan<sup>®</sup>\* Corporate Reserve Card issued in Canada by Amex Bank of Canada.

**Cardmember** means an employee of the **company** to whom a **Card** has been issued for business or personal purposes, with the consent of the **company**.

Caregiver means the permanent, full-time person entrusted with the well-being of your dependent child(ren) and whose absence cannot reasonably be replaced.

Catastrophic event means the total eligible Cancellation & Interruption Insurance claims arising directly or indirectly from an act of terrorism, or series of acts of terrorism, occurring within a 72-hour period that exceed \$1,000,000.

**Common carrier** means any land, water, or air conveyance operated under a license for the transportation of passengers for hire and for which a ticket has been obtained. Common carrier does not include any conveyance that is hired or used for a sport, gamesmanship, contest, cruise and/or recreational activity, regardless of whether such conveyance is licensed. Rental vehicles are not considered common carriers.

Company means the entity in whose name the Card account has been opened.

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

Departure point means the place you depart from your province on the first day of your trip, as shown on the confirmation of your prepaid travel arrangements.

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

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

Effective date means the date and time any portion of the prepaid travel arrangements (before any cancellation penalties have been incurred) is first charged to the Card by the Cardmember, or paid by redeeming points earned under the Card reward program, provided any applicable taxes are charged to the Card if not paid with points earned under the Card reward program. Note: Prepaid travel arrangements will not be covered for Trip Cancellation or Trip Interruption, if purchased with points from a reward program other than the Card reward program.

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

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

**Grounding** means the complete and continuous withdrawal at or about the same time in the interest of safety, of one or more aircraft or cruise ship(s) from operation due to a mandatory order of Transport Canada, or other similar civil aviation or marine authority, because of an existing, alleged or suspected like defect, fault or condition affecting the safe operation of two or more such aircraft or cruise ships, whether such aircraft or cruise ships so withdrawn are owned or operated by the same or different persons, firms or corporations.

**Hospital** means an establishment that is licensed as an accredited hospital, is operated for the care and **treatment** of inpatients, has a **physician** and 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.

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

Insurer means Belair Insurance Company Inc.

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

Key employee means an employee whose continued presence is critical to the ongoing affairs of the business during a person's absence.

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

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

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

and which ends at least 30 consecutive days prior to the **effective date** of a **trip**. However, a chronic condition or any complication of a chronic condition is not considered a minor ailment.

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

**Period of insurance** means the period of time between your **effective date** and your **return date**.

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

Prepaid travel arrangements means transportation, accommodation and other travel expenses booked through a travel supplier, prior to the departure date of your trip.

Province means your Canadian province or territory of permanent residence.

**Rebooking fees** mean the additional amounts charged to you to change your original ticket prior to your **departure date**, excluding any difference in fare between the original amount and the new amount, or the charges for a different booking class.

Return date means the date on which you return to your province.

Return point means the place you return to on the last day of your trip, as shown on the confirmation of your prepaid travel arrangements, or your province.

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

Sickness means a disease or disorder of the body.

#### Spouse means:

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

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

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

**Terrorism or act of terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, including hijacking or kidnapping, of an individual or group in order to intimidate or terrorize any government, group, association or the general public, for religious, political or ideological reasons or ends, and does not include any act of war (whether declared or not), act of foreign enemies or rebellion.

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

**Travel supplier** means a travel agent, a tour operator, a travel wholesaler, an airline, a cruise line, a provider of ground transportation, a provider of travel **accommodations** or other provider who sells travel services to the general public.

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

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

Trip means travel for business or personal purposes with the consent of the **company**, for a journey which commences on the **departure date** and ends on the **return date**.

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

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

#### SECTION 5 - WHEN DOES COVERAGE BEGIN AND END?

This insurance provides coverage whenever any portion of the **prepaid travel arrangements** (before any cancellation penalties have been incurred) is charged to your **Card** or obtained through the redemption of points earned under the **Card** reward program, provided any applicable taxes are charged to the **Card**, if not paid with points earned under the **Card** reward program. Note: **Prepaid travel arrangements** will not be covered for Trip Cancellation or Trip Interruption, if purchased with points from a reward program other than the **Card** reward program.

- 1. Coverage takes effect, with respect to:
  - a) Trip Cancellation, when the cause of cancellation occurs before you depart on your trip.
  - b) Trip Interruption, when the cause of interruption occurs during your trip.
  - c) Trip Delay, when the cause of delay occurs during your trip and results in you being delayed, beyond your scheduled return date, from returning to your return point.
- 2. Coverage begins, with respect to:
  - a) Trip Cancellation, on your effective date (and before any cancellation penalties have been incurred);
  - b) Trip Interruption and Trip Delay, on your **departure date** or when the **common carrier** departs from the **departure point.**
- 3. Coverage ends on the earliest of:
  - a) midnight of your return date;
  - b) the date the company's Card account is cancelled;
  - c) the date the Cardmember's Card privileges are terminated;
  - d) the date the company's Card account is no longer in good standing as per the Cardmember Agreement issued by Amex Bank of Canada;
  - e) the date the Policy terminates.

#### WHAT IF YOU WANT TO TOP UP YOUR COVERAGE?

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

### SECTION 6 - WHEN DOES YOUR COVERAGE AUTOMATICALLY EXTEND?

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

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

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

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

#### SECTION 7 - TERRORISM COVERAGE

Where an **act of terrorism** directly or indirectly causes a loss that would otherwise be payable under one of the covered risks in accordance with the terms and conditions of this insurance, this certificate will provide reimbursement or other benefits as follows:

- a) Reimbursement is available to you up to a maximum of 100% of your eligible expenses for Trip Cancellation and Trip Interruption claims, except in the case of a catastrophic event.
- b) Reimbursement is available to you up to a maximum of 50% of your eligible expenses for Trip Cancellation and Trip Interruption claims resulting in a **catastrophic event**, and subject to the limits described in paragraph d).
- c) The benefits payable in accordance with paragraphs a), and b) are in excess to all other potential sources of recovery, including but not limited to, alternative or replacement travel options offered by airlines, tour operators, cruise lines and other travel suppliers and other insurance coverage (even where such other coverage is described as excess) and will only respond after you have exhausted all such other sources.
- d) The benefits payable in accordance with paragraph b) shall be paid out of a fund and, where total claims exceed fund limits, eligible claims shall be reduced on a pro rata basis so that the maximum payment out of the fund under all insurance plans underwritten by the **Insurer** shall be CDN\$5,000,000 per **act of terrorism** or a series of **acts of terrorism** occurring within a 72-hour period. The total maximum payment out of the fund under all insurance plans underwritten by the **Insurer** shall be CDN\$10,000,000 per calendar year regardless of the number of **acts of**

**terrorism**. If, in the **Insurer's** judgment, the total of all payable claims under one or more **acts of terrorism** may exceed the applicable fund maximum limits, your prorated claim will be paid after the end of the calendar year.

#### SECTION 8 - WHAT ARE YOU COVERED FOR?

#### INSTRUCTIONS FOR READING CHART AND DETERMINING BENEFITS

- 1. To determine if the reason for cancellation, interruption or delay of your **trip** is a covered reason, refer to the first column of the chart below.
- If the reason for cancellation, interruption or delay of your trip is one of the covered reasons, refer to the remaining columns in the chart to determine which of the benefits (A, B, C, D, E, F or G) described following the chart correspond to your covered reason.
- 3. For claims related to a medical condition, the date of the diagnosis of a new medical condition or the date that a physician advises the medical condition is no longer stable shall be considered as the date the covered reason occurs.

WHAT ARE YOU COVERED FOR?		WHAT ARE YOUR BENEFITS?		
		Trip Cancellation	Trip Interruption	Trip Delay
N	IEDICAL CONDITION			
1	Your <b>medical condition</b> or admission to a <b>hospital</b> following an <b>emergency</b> .	А	B, D & G, or B, E & G, or B, F & G	E & G
2	The admission to a <b>hospital</b> following an <b>emergency</b> of a member of your <b>immediate family</b> (who is not at your destination), your business partner, <b>key employee</b> or <b>caregiver</b> .	А	B, E & G	N/A
3	The <b>medical condition</b> of your <b>immediate family</b> member (who is not at your destination), your business partner, <b>key employee</b> or <b>caregiver</b> following an <b>emergency</b> .	А	B, E & G	N/A
4	The admission to a <b>hospital</b> of your host at destination, following an <b>emergency</b> .	А	B, E & G	N/A
5	The <b>medical condition</b> of your <b>travelling companion</b> or their admission to a <b>hospital</b> following an <b>emergency</b> .	А	B, D & G, or B, E & G, or B, F & G	E & G
6	The <b>medical condition</b> of your <b>immediate family</b> member who is at your destination or their admission to a <b>hospital</b> following an <b>emergency</b> .	А	B, E & G	E & G
DEATH				
7	Your death.	А	С	N/A
8	The death of your <b>immediate family</b> member or friend (who is not at your destination), your business partner, <b>key employee</b> or <b>caregiver</b> .	А	B, E & G	N/A

N/A: Not Applicable

WHAT ARE YOU COVERED FOR?		WHAT ARE YOUR BENEFITS?		
		Trip Cancellation	Trip Interruption	Trip Delay
D	EATH			
9	The death of your <b>travelling</b> companion.	А	B, E & G	E & G
10	The death of your <b>travelling</b> <b>companion's immediate family</b> member, business partner, <b>key</b> <b>employee</b> or <b>caregiver</b> .	А	B, E & G	N/A
11	The death of your host at destination, following an <b>emergency</b> .	А	B, E & G	N/A
12	12     The death of your immediate family member or friend, who is at your destination.     A     B, E & G		E & G	
G	OVERNMENT ADVISORIES			
13	A travel advisory or formal notice issued by the Government of Canada after the purchase of your <b>trip</b> , and prior to your <b>departure date</b> , of "Avoid non-essential travel" or "Avoid all travel" to a specific country, region or area originally ticketed for a period that includes your <b>trip</b> .	A	N/A	N/A
14	A travel advisory or formal notice issued by the Government of Canada after your <b>departure date</b> , of "Avoid non-essential travel" or "Avoid all travel" to a specific country, region or area originally ticketed for a period that includes your <b>trip</b> .	N/A	B, E & G, or B, F & G	E & G
E	MPLOYMENT AND OCCUPATION			
15	A transfer by the employer with whom you or your <b>spouse</b> is employed on your <b>effective date</b> , which requires the relocation of your principal residence.	А	B, E & G	N/A
16 The involuntary loss of your or your spouse's permanent employment (not contract employment) due to lay-off or dismissal without just cause.		А	B, E & G	N/A
17	Cancellation of your <b>business</b> <b>meeting</b> due to reasons beyond your or your employer's control.	А	B, E & G	N/A
18	You are being summoned to service as a reservist, or as active military, police, fire or essential medical personnel.	А	B, E & G	N/A

N/A: Not Applicable

W	HAT ARE YOU COVERED FOR?	WHAT ARE	E YOUR BENE	FITS?
		Trip Cancellation	Trip Interruption	Trip Delay
D	ELAYS			
19	Delay of your private or rented vehicle resulting from: - the mechanical failure of that vehicle, - acts of nature (such as weather conditions, earthquakes or, volcanic eruptions), - a traffic accident or an emergency police-directed road closure, when the delay causes your <b>trip</b> to be cancelled or interrupted, or causes you to miss a connection. The vehicle must be scheduled to arrive at least two hours (or the required minimum arrival reporting time, whichever is the greater) in advance of the contracted time of departure. Note: This covered reason does not apply if alternative travel arrangements can be made.	Α	B, E & G	E&G
20	A cancellation or delay of your <b>common carrier</b> , resulting from: - the mechanical failure of that <b>common carrier</b> , - a traffic accident or an emergency police-directed road closure, - acts of nature (such as weather conditions, earthquakes or, volcanic eruptions), - <b>grounding</b> of your air transportation, when the cancellation or delay of the <b>common carrier</b> causes your <b>trip</b> to be cancelled or interrupted, or when your connection, cruise or tour, is missed. Note: This covered reason does not apply if alternative travel arrangements can be made.	Α	B & G plus D, E or F	E&G
O	THER COVERED REASONS			
21	An event completely independent of any intentional or negligent act that renders your principal residence uninhabitable or place of business inoperative.	А	B, E & G	N/A
22	The quarantine or hijacking of you, your <b>spouse</b> or your <b>dependent child</b> .	А	B, E & G	E & G
23	<ul> <li>You, your spouse or your dependent child being:</li> <li>a) called for jury duty;</li> <li>b) subpoenaed as a witness; or</li> <li>c) required to appear as a party in a judicial proceeding, scheduled during your trip.</li> </ul>	А	B, E & G	N/A

N/A: Not Applicable

W	HAT ARE YOU COVERED FOR?	WHAT ARE	YOUR BENEI	FITS?
		Trip Cancellation	Trip Interruption	Trip Delay
0	THER COVERED REASONS			
24	Your cruise is cancelled prior to the departure of the cruise ship due to mechanical failure, a collision with the seabed or shore, withdrawal of the ship from operation due to a <b>grounding</b> order, quarantine of the cruise ship or the repositioning of the cruise ship due to acts of nature (such as weather conditions, earthquakes or volcanic eruptions).	А	B, E & G	E&G

N/A: Not Applicable

#### **SECTION 9 - WHAT ARE THE BENEFITS?**

TRIP CANCELLATION/TRIP INTERRUPTION COVERAGE		
Coverage	Maximum Sums for each Trip	
Trip Cancellation	\$1,500 per <b>insured person</b> to a maximum of \$3,000 for all <b>insured persons</b> combined	
Trip Interruption	\$1,500 per <b>insured person</b> to a maximum of \$6,000 for all <b>insured persons</b> combined	
Out-of-Pocket Expenses (Trip Interruption/Trip Delay)	\$100 per day per insured person to \$1,000 maximum for all insured persons combined	

#### Benefits A, B & C - Prepaid Travel Arrangements

If your covered reason entitles you to Benefits A, B or C, you will be entitled to reimbursement (subject to the maximum sum insured for each **trip** specified above) for:

- A. The portion of your prepaid travel arrangements or rebooking fees, whichever is less, that is non-refundable and non-transferable to another date; or
- B. The unused portion of your prepaid travel arrangements, that is non-refundable and non-transferable to another travel date. This does not include reimbursement for prepaid unused transportation back to your return point; or
- C. The unused portion of your **prepaid travel arrangements**, that is non-refundable and non-transferable to another travel date.

Note: Your entitlement to reimbursement will be reduced by the amount of any travel vouchers offered by the **travel supplier**, even if you have refused to accept it. **Prepaid travel arrangements** purchased with points from a reward program other than the **Card** reward program are not applicable.

#### Benefits D, E & F - Transportation

If your covered reason entitles you to Benefits D, E or F, you will be entitled to reimbursement (subject to the maximum sum insured for each **trip**) for the extra cost of your economy class:

D. one-way transportation via the most cost-effective route to rejoin a tour or group on your trip; or

- E. one-way transportation via the most cost-effective route to your **return point**; or
- F. one-way transportation via the most cost-effective route to your next destination (inbound and outbound) on your **trip**.

#### Benefit G - Out-of-Pocket Expenses

G. If your covered reason entitles you to Benefit G, you will also be entitled to reimbursement subject to the maximum sums insured described in the table hereinabove, for **accommodation**, meals, telephone (including cell phone roaming fees), taxi and **ridesharing services**, for expenses incurred if your **trip** is interrupted or, if return home is delayed beyond your **return date**.

#### LIMITATIONS OF COVERAGE

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

Payable benefits under this certificate (outlined in SECTION 9 - WHAT ARE THE BENEFITS?, for transportation and out-of-pocket expenses) must be incurred on the earliest of:

- · the date when you are deemed medically fit to travel; and
- within 10 days following your originally scheduled **return date** if your delay is not the result of hospitalization; or
- within 30 days following your originally scheduled **return date** if your delay is the result of hospitalization, when the benefit is payable because of a **medical condition**;
- when a cause of cancellation occurs (the event or series of events that triggers one of the covered reasons listed in SECTION 8 - WHAT ARE YOU COVERED FOR?) before your departure date, you must:
  - cancel your **trip** with the **travel supplier** immediately, but no later than the business day following the cause of cancellation, and
  - advise Global Excel at the same time.

The **Insurer's** maximum liability is only limited to the amounts or portions indicated in your **trip** contract that are non-refundable and non-transferable to another date at the time of the cause of cancellation or on the next business day.

#### SECTION 10 - WHAT ASSISTANCE SERVICES ARE AVAILABLE?

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

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

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

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

#### GENERAL EXCLUSIONS

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

1. Any **medical condition** (other than a **minor ailment**) that was not **stable**\* at any time during the 90 days before your **effective date** (for Trip Cancellation), or before your **departure date** (for Trip Interruption or Trip Delay).

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

- a) there has been no new diagnosis, treatment or prescribed medication;
- b) there has been no change in treatment or change in medication, including the amount of medication to be taken, how often it is taken, the type of medication or change in treatment frequency or type. "Change in medication" does not include: the routine adjustment of Coumadin, Warfarin, insulin or oral medication to control diabetes, or a change from a brand medication to a generic brand medication (where there is no modification to the dosage);
- c) there have been no new symptoms, more frequent symptoms or more severe symptoms;
- d) there have been no test results showing deterioration; and
- e) there has been no hospitalization or referral to a specialist (made or recommended) and no waiting of results of further investigations for that **medical condition**.
- Any medical condition that required the use of home oxygen at any time during the 90 days before your effective date (for Trip Cancellation), or before your departure date (for Trip Interruption or Trip Delay).
- Any cancer for which you received chemotherapy treatment at any time during the 90 days before your effective date (for Trip Cancellation) or before your departure date (for Trip Interruption or Trip Delay).
- 4. Any lung condition that required treatment with oral steroids (prednisone or prednisolone) at any time during the 90 days before your effective date (for Trip Cancellation) or before your departure date (for Trip Interruption or Trip Delay).
- Trip cancellation, trip interruption or trip delay when you are aware, on the effective date, of any reason that might reasonably prevent you from travelling as booked.
- 6. Trip cancellation, trip interruption or trip delay for any travel arrangements purchased after the **departure date** of your **trip**.
- Noncompliance with any prescribed medical therapy or medical treatment (as determined by the Insurer) or failure to carry out a physician's instructions.
- 8. Any **prepaid travel arrangements** purchased with points from a reward program other than the **Card** reward program.
- 9. A **trip** undertaken to visit or attend an ailing person, when the **medical condition** or death of that person is the cause of the claim.
- 10. Routine pre-natal care.
- 11. 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.

- 12. Participation:
  - a) as a professional athlete in a sporting event including training or practice. (Professional means a person who engages in an activity as one's main paid occupation);
  - b) in any motorized race or motorized speed contest;
  - c) in scuba diving (unless you hold a basic SCUBA designation from a certified school or other licensing body), hang-gliding, rock climbing, paragliding, skydiving, parachuting, bungee jumping, mountain climbing, rodeo, heli-skiing, any downhill skiing or snowboarding outside marked trails or any cycling racing event or ski racing event.
- 13. Any illegal activity, fraud, or criminal activity, committed by or attempted by the **insured person** who has incurred the loss.
- 14. Your intentional self-inflicted injury, suicide or attempted suicide.
- 15. Abuse or overdose of a medication, drug or toxic substance; alcohol abuse, alcoholism or an accident occurring while you were operating a motorized vehicle, vessel or aircraft, while being impaired by drugs or alcohol or having an alcohol concentration that exceeds the legal limit as determined in the jurisdiction where the accident occurred.
- 16. Anxiety or panic attack or state of mental or emotional stress unless such state was sufficiently severe as to require a medical consultation which resulted in a diagnosis.
- 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. Your participation in and/or voluntary exposure to any risk from: war or act of war, whether declared or undeclared; invasion or act of a foreign enemy; declared or undeclared hostilities; civil war, riot, rebellion; revolution or insurrection; act of military power; or any service in the armed forces.
- 19. Any medical condition you suffer or contract, or any loss you incur in a specific country, region or area while a travel advisory of "Avoid non-essential travel" or "Avoid all travel" is in effect for that specific country, region or area and the travel advisory was issued by the Government of Canada before your departure date, even if the trip is undertaken for essential reasons. This exclusion only applies to medical conditions or losses which are related, directly or indirectly, to the reason for which the travel advisory was issued.

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

#### SECTION 12 - HOW DO YOU SUBMIT A CLAIM?

#### To submit a claim, please call Global Excel:

- If in Canada or the United States, call toll free at: 1-800-243-0198
- From anywhere else in the world, call collect to: +905-475-4822 or visit https://info.submitclaims.client.insure.
- 1. When you call **Global Excel**, you will be given all the information required to file a claim.
- 2. 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**.

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

- A medical document, fully completed by the legally qualified physician in active personal attendance and in the locality where the medical condition occurred stating the reason why travel was impossible, the diagnosis and all dates of treatment.
- Written evidence of the covered reason which was the cause of cancellation, interruption or delay.
- Tour operator terms and conditions.
- Copy of an Amex statement or invoice showing payment of your prepaid travel arrangements.
- Complete original unused transportation tickets and vouchers.
- All receipts for the prepaid land arrangements and/or subsistence allowance expenses.
- Original passenger receipts for new tickets.
- Reports from the police or local authorities documenting the cause of the missed connection.
- Detailed invoices and/or receipts from the service provider(s).

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

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

All pertinent documents should be sent to: Global Excel Management Inc. 73 Queen Street, Sherbrooke, Quebec, J1M 0C9

#### OTHER CLAIM INFORMATION

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

You agree that Global Excel 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; and
- b) your authorization to request to physicians, hospitals, and/or other medical providers to provide to Global Excel, any and all information they have regarding you, while under observation or treatment, including your medical history, diagnoses and test results; and

c) your agreement to disclose any of the information available under a) and b) above to other sources, as may be required for the processing of your claim for benefits obtainable from other sources.

#### SECTION 13 - WHAT ELSE DO YOU NEED TO KNOW?

This certificate evidences the agreement between you and us. Despite any other provision of this agreement, this agreement is subject to any applicable Canadian law concerning contracts of insurance. This coverage may be cancelled, changed or modified at our option or at the option of Amex Bank of Canada at any time, to the extent required by applicable law and subject to compliance with any notice requirements under applicable law. This certificate replaces any and all certificates previously issued to the **Cardmember** with respect to the Policy.

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

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

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

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

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

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

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

**Group Contract.** On reasonable notice you or a claimant under the contract will be provided with a copy of the group contract (applicable only in those provinces where mandated by legislation and subject to certain access limitations permitted by applicable legislation).

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

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

- a) if you make a claim under the Policy, you must give us an opportunity to examine you when and so often as we may reasonably require while the claim hereunder is pending, and
- b) in the case of your death, we may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.

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

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

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

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

For the purposes of this Clause:

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

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

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

#### IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

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

#### **Insurer Contact Information:**

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

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# FLIGHT AND BAGGAGE DELAY & HOTEL BURGLARY INSURANCE

Amended and Restated Effective Date: July 1, 2025

#### SECTION 1 - INTRODUCTION

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

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

#### SECTION 2 - IMPORTANT NOTICE - PLEASE READ CAREFULLY

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

#### SECTION 3 - WHAT TO DO IN AN EMERGENCY?

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

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

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

#### **SECTION 4 - DEFINITIONS**

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

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

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

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

Card means an American Express<sup>®</sup> Aeroplan<sup>®</sup>\* Corporate Reserve Card issued in Canada by Amex Bank of Canada.

**Cardmember** means an employee of the **company** to whom a **Card** has been issued for business or personal purposes, with the consent of the **company**.

Company means the entity in whose name the Card account has been opened.

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

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

- a) is under 21 years of age;
- b) is a full-time student who is under 25 years of age; or

c) has a permanent physical impairment or a permanent mental disability.

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

Full fare means 100% of the airline ticket price or the cost of the accommodations, as applicable, including taxes, was charged to the Card. Full fare is extended to include airline tickets obtained through the redemption of points from the Card reward program when applicable taxes have been charged to the Card, if not paid with points earned under the Card reward program. Full fare is also extended to include accommodations obtained through the redemption of points from the Card reward program. Note: There is no coverage for Flight and Baggage Delay & Hotel Burglary if the airline tickets and/or accommodations are purchased with points from a reward program other than the Card reward program.

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

Insurer means Belair Insurance Company Inc.

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

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

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

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

#### Spouse means:

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

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

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

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

#### SECTION 5 - WHEN DOES COVERAGE BEGIN AND END?

Coverage begins for an insured person on the later of:

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

Coverage ends on the earliest of:

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

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

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

If due to the delay of the **insured person's** incoming flight, the **insured person** misses a confirmed onward connecting flight and no alternative onward transportation is made available by the airline within four (4) hours from the time of the scheduled departure, we will pay the **insured person's reasonable living expenses** incurred and other **sundry items** purchased during the period of the missed connection.

#### Coverage B - Delayed Flight Departure or Denied Boarding

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

#### Coverage C - Emergency Baggage Delay

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

## The maximum aggregate limit payable under Coverage A, B, and C in respect of any one occurrence is \$1,000.

#### Coverage D - Hotel Burglary

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

The maximum payable under Coverage D is \$1,000 per burglary occurrence.

#### SECTION 7 - WHAT ARE YOU NOT COVERED FOR?

#### GENERAL EXCLUSIONS

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

- Alternate travel arrangements made by the insured person such as a taxi, limo, intercity bus or the purchase of an airline ticket, other than local taxi and ridesharing services; and
- 2. Emergency Baggage Delay as a result of a flight that is returning to an **insured person's** place of residence; and
- 3. Burglary of an insured person's own rental property; and
- 4. Failure of any device to correctly read or interpret date/time data; and
- 5. Any illegal activity, fraud, or criminal activity, committed by or attempted by an **insured person** who has incurred the loss; and
- 6. Your participation in and/or voluntary exposure to any risk from: war or act of war, whether declared or undeclared; invasion or act of a foreign enemy; declared or undeclared hostilities; civil war, riot, rebellion; revolution or insurrection; act of military power; or any service in the armed forces; and
- 7. Terrorism, meaning any ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public; and
- For Coverage D only: The loss or damage of china, glass, fragile or brittle articles, statuary, paintings, art objects, antiques, household effects or furnishings; and
- For Coverage D only: Cash, any type of currency, prepaid cards, gift cards, traveller's cheques, bank notes, bullion, securities, bonds, debentures, tickets or documents of any kind; and
- 10. <u>For Coverage Donly</u>: **Burglary** of any place other than your **accommodation** premises; and
- For Coverage D only: Your failure to take reasonable precautions to safeguard your personal property or to secure your accommodation.

Note: There is no coverage under this certificate if the airline tickets and/or accommodations are purchased with points from a reward program other than the Card reward program.

#### SECTION 8 - HOW DO YOU SUBMIT A CLAIM?

#### To submit a claim, please call Global Excel:

- If in Canada or the United States, call toll free at: 1-800-243-0198
- From anywhere else in the world, call collect to: +905-475-4822 or visit https://info.submitclaims.client.insure.
- 1. When you call **Global Excel**, you will be given all the information required to file a claim.
- You must file your claim with us as soon as reasonably possible. Where possible, written notice should be given to us within 90 days after the occurrence.
- 3. When submitting a claim, the following documentation is required:

#### For Coverages A & B:

- · Itemized original receipts for actual expenses incurred.
- A copy of the travel agent's invoice/itinerary, and a copy of the account statement in which the **full fare** expense appears, showing the **Card** as the method of payment or showing it as a free ticket obtained through the redemption of points from the **Card** reward program.
- · Alternate boarding pass or flight delay report from airline.
- · A copy of the airline ticket.

#### For Coverage C:

- · Itemized original receipts for actual expenses incurred.
- A copy of the travel agent's invoice/itinerary, and a copy of the account statement in which the **full fare** expense appears, showing the **Card** as the method of payment or showing it as a free ticket obtained through the redemption of points from the **Card** reward program.
- Verification from the airline of the delay including reason, duration of delay, and any compensation issued.
- · Proof of delivery confirming date/time baggage was delivered.
- A copy of the airline ticket.

#### For Coverage D:

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

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

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

All pertinent documents should be sent to: Global Excel Management Inc. 73 Queen Street, Sherbrooke, Quebec, J1M 0C9

#### SECTION 9 - WHAT ELSE DO YOU NEED TO KNOW?

This certificate evidences the agreement between you and us. Despite any other provision of this agreement, this agreement is subject to any applicable Canadian law concerning contracts of insurance. This coverage may be cancelled, changed or modified at our option or at the option of Amex Bank of Canada at any time, to the extent required by applicable law and subject to compliance with any notice requirements under applicable law. This certificate replaces any and all certificates previously issued to the **Cardmember** with respect to the Policy.

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

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

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

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

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

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

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

**Group Contract.** On reasonable notice you or a claimant under the contract will be provided with a copy of the group contract (applicable only in those provinces where mandated by legislation and subject to certain access limitations permitted by applicable legislation).

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

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

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

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

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

For the purposes of this Clause:

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

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

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

**Disagreement Over Size of Loss.** If there is a disagreement about the amount of the loss, either the **Cardmember** or we can make a written demand for an appraisal. After the demand, the **Cardmember** selects a competent appraiser and we select a competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two of the three (the appraisers and the arbitrator) will be binding. The **Cardmember** must pay the appraiser the **Cardmember** chooses. We will pay the appraiser we choose. The **Cardmember** will share with us the cost of the arbitrator and the appraisal process.

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

Maximum Claims Payment. We will not pay more than the lesser of the following amounts:

- a) The actual replacement value of the property, at the time of loss or damage;
- b) The amount for which the property could be replaced with property of like kind and quality if an identical replacement cannot reasonably be obtained;

- c) The actual cash value of the item at the time of loss should it not be replaced;
- d) The amount for which the property could be repaired to its condition prior to the damage;
- e) The maximum benefit applicable for each coverage under this certificate;
- f) In the event of loss or damage to an article which is part of a pair or set, the measure of loss shall be at a reasonable and fair proportion of the total value of the pair or set, considering the importance of such article, subject to the understanding that such loss shall not be treated as total loss of the pair or set.

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

- a) Notify us as provided above;
- b) In the case of Coverage D, take all reasonable steps to protect, save or recover the property;
- c) In the case of Coverage D, promptly notify either the police or other proper authority. Police report and official letter from the accommodation must be received in writing (copy of such is necessary to validate the claims);
- d) Provide, within ninety (90) days from the date of loss or damage, the documents specified under SECTION 8 - "HOW DO YOU SUBMIT A CLAIM?"

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

#### IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

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

#### **Insurer Contact Information:**

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

This insurance product is underwritten by Belair Insurance Company Inc.

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### LOST OR STOLEN BAGGAGE INSURANCE

#### Amended and Restated Effective Date: July 1, 2025

#### SECTION 1 - INTRODUCTION

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

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

#### SECTION 2 - IMPORTANT NOTICE - PLEASE READ CAREFULLY

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

#### SECTION 3 - WHAT TO DO IN AN EMERGENCY?

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

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

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

#### SECTION 4 - DEFINITIONS

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

Card means an American Express<sup>®</sup> Aeroplan<sup>®</sup>\* Corporate Reserve Card issued in Canada by Amex Bank of Canada.

**Cardmember** means an employee of the **company** to whom a **Card** has been issued for business or personal purposes, with the consent of the **company**.

Company means the entity in whose name the Card account has been opened.

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

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

Full fare means 100% of the airline ticket price, including taxes, was charged to the Card. Full fare is extended to include airline tickets obtained through the redemption of points from the Card reward program when applicable taxes have been charged to the Card, if not paid with points earned under the Card reward program. Note: Baggage and personal effects will not be covered if the airline ticket is purchased with points from a reward program other than the Card reward program.

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

Insurer means Belair Insurance Company Inc.

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

#### Spouse means:

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

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

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

#### SECTION 5 - WHEN DOES COVERAGE BEGIN AND END?

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

Coverage ends on the earliest of:

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

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

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

The maximum payable for any one **occurrence** is up to \$1,000 for all **insured persons** combined.

Of the \$1,000 limit of coverage:

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

#### GENERAL EXCLUSIONS

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

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

#### SECTION 8 - HOW DO YOU SUBMIT A CLAIM?

#### To submit a claim, please call Global Excel:

- If in Canada or the United States, call toll free at: 1-800-243-0198
- From anywhere else in the world, call collect to: +905-475-4822 or visit https://info.submitclaims.client.insure.
- 1. When you call **Global Excel**, you will be given all the information required to file a claim.
- You must file your claim with us as soon as reasonably possible. Where possible, written notice should be given to us within 90 days after the occurrence.

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

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

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

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

All pertinent documents should be sent to: Global Excel Management Inc. 73 Oueen Street, Sherbrooke, Ouebec, J1M 0C9

#### SECTION 9 - WHAT ELSE DO YOU NEED TO KNOW?

This certificate evidences the agreement between you and us. Despite any other provision of this agreement, this agreement is subject to any applicable Canadian law concerning contracts of insurance. This coverage may be cancelled, changed or modified at our option or at the option of Amex Bank of Canada at any time, to the extent required by applicable law and subject to compliance with any notice requirements under applicable law. This certificate replaces any and all certificates previously issued to the **Cardmember** with respect to the Policy.

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

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

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

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

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

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

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

**Group Contract.** On reasonable notice you or a claimant under the contract will be provided with a copy of the group contract (applicable only in those provinces where mandated by legislation and subject to certain access limitations permitted by applicable legislation).

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

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

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

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

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

For the purposes of this Clause:

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

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

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

**Disagreement Over Size of Loss.** If there is a disagreement about the amount of the loss, either the **Cardmember** or we can make a written demand for an appraisal. After the demand, the **Cardmember** selects a competent appraiser and we select a competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two of the three (the appraisers and the arbitrator) will be binding. The **Cardmember** must pay the appraiser the **Cardmember** chooses. We will pay the appraiser we choose. The **Cardmember** will share with us the cost of the arbitrator and the appraisal process.

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

Maximum Claims Payment. We will not pay more than the lesser of the following amounts:

- a) The actual replacement value of the property at the time of loss or damage;
- b) The amount for which the property could be replaced with property of like kind and quality if an identical replacement cannot reasonably be obtained;
- c) The actual cash value of the item at the time of loss should it not be replaced;
- d) The amount for which the property could be repaired to its condition prior to the damage;
- e) The maximum benefit applicable under this certificate;
- f) In the event of loss or damage to an article which is part of a pair or set, the measure of loss shall be at a reasonable and fair proportion of the total value of the pair or set, considering the importance of such article, subject to the understanding that such loss shall not be treated as total loss of the pair or set.

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

#### IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

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

#### **Insurer Contact Information:**

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

This insurance product is underwritten by Belair Insurance Company Inc.

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### \$500,000 BUSINESS TRAVEL ACCIDENT INSURANCE

Underwritten by Chubb Life Insurance Company of Canada, Head Office in Canada: 199 Bay Street, Suite 2500, P.O. Box 139, Commerce Court Postal Station, Toronto, Ontario M5L 1E2 (Herein called the Company)

> Effective Date of this Certificate: July 1, 2025

# This Certificate contains a provision removing or restricting the right of the person insured to designate persons to whom or for whose benefit insurance money is to be payable.

#### **INSURED PERSONS**

An individual shall qualify as an Insured Person under the Master Group Policy TMH600135 ("the Policy") only if he or she is a member of Category A, B or C below:

An individual who is a member of category A, B or C below:

- A. A Corporate Cardmember who has an American Express<sup>®</sup> Aeroplan<sup>®</sup>\* Corporate Reserve Card issued by Amex Bank of Canada ("American Express"), in his or her name;
- B. The Spouse or Dependent Child of such Person in A above if travelling with the Corporate Cardmember, employee or member of a Sponsoring Organization on a covered Bona Fide Business Trip and at the request and expense of the Sponsoring Organization;
- C. In addition, officers, partners, proprietors, consultants, employees or employment candidates authorized by a Sponsoring Organization, whereas the Sponsoring Organization has an American Express<sup>®</sup> Aeroplan<sup>\*\*</sup> Corporate Reserve Card, to have his/her Transportation Costs charged to that Account.

#### IMPORTANT DEFINITIONS

"Accident" or Accidental means a sudden, unforeseen and unexpected event happening by chance.

"Accidental Bodily Injury(ies)" means bodily injury which is Accidental, is the direct source of a Loss, is independent of disease, illness or other causes and occurs while this Policy is in force. "American Express Card," for the purposes of the Policy, unless otherwise specified, means any of the Cards or Accounts listed in Category A, B or C above.

**"Bona Fide Business Trip"** means while on assignment by or at the direction of the Sponsoring Organization for the purpose of furthering the business of the Sponsoring Organization. It shall not include everyday travel to and from work, bona fide leaves of absence, personal side trips, vacations or incidental work done for the Sponsoring Organization during these times.

**"Common Carrier"** means any licensed land, water or air conveyance operated by those whose occupation or business is transportation of persons or things without discrimination and for hire. Common Carrier excludes taxis, rental cars and hired cars. **"Dependent Child or Children"** means those children, including adopted children and those children placed for adoption, who are primarily dependent upon the Insured Person for maintenance and support, and who are: 1) under the age of twenty-three (23) and reside with the Insured Person; or 2) beyond the age of twenty-three (23), permanently mentally or physically challenged, and incapable of self-support.

"Sponsoring Organization" means the corporation, partnership, association, proprietorship or any parent, subsidiary or affiliate thereof, which employs the Cardmember and participates in the American Express Card program offered by American Express.

"Spouse" means a person who is legally married to the Insured Person ("Married Spouse") or a person who is at least eighteen (18) years of age and who has been living in a conjugal relationship with the Insured Person for the last 12 months, has been publicly represented as the Insured Person's partner and who resides in the same household as the Insured Person ("Cohabiting Spouse").

**"Transportation Costs"** means costs of travel as a fare paying passenger in any Common Carrier conveyance; provided that a portion of the Transportation Costs are charged to the American Express Account.

A Loss is covered by the Policy provided an Accidental Bodily Injury is sustained by the Insured Person, as defined:

- 1. while the Policy is in force with respect to the Insured Person, and
- 2. under the circumstances and in the manner described in the Description of Benefits below.

#### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

The Company shall pay a benefit amount determined from the Table of Losses if an Insured Person sustains a Loss stated herein resulting from an Accident, provided that:

- 1. such Loss occurs within 365 days after the date of Accident causing such Loss, and
- if more than one Loss stated in said Table of Losses is sustained as the result of one Accident, only one of the amounts so stated in the said Table of Losses, the largest, shall be payable.

#### TABLE OF LOSSES

LOSS OF LIFE	\$500,000
DISMEMBERMENT	
Loss of both hands or both feet or sight of both eyes	\$500,000
Loss of one hand and one foot	\$500,000
Loss of the entire sight of one eye and one hand	
or one foot	\$500,000
Loss of speech and hearing	\$500,000
Loss of one hand or one foot	\$250,000
Loss of the entire sight of one eye	\$250,000
Loss of speech or hearing	\$250,000
Loss of thumb and index finger of the same hand	\$125,000

"Loss of Life" means death, including clinical death determined by the local governing medical authorities. "Loss of Foot" means the complete severance through or above the ankle joint. The Company will consider it a Loss of Foot even if the foot is later reattached. "Loss of Hand" means complete severance through or above the knuckle joints of at least 4 fingers on the same hand or at least 3 fingers and the thumb on the same hand. The Company will consider it a Loss of Hand even if the fingers and/or thumb are later reattached. "Loss of Hearing" means the permanent and irrecoverable total loss of hearing in both ears, as determined by a Physician. "Loss of Sight of an Eye" means the permanent and irrevocable loss of the entire sight in one eye, meaning that the remaining vision must be no better than 20/200 using a corrective aid or device as determined by a Physician. "Loss of Speech" means the permanent and irrecoverable total loss of the capability of speech without the aid of mechanical devices, as determined by a Physician. "Loss of Thumb and Index Finger" means complete severance through or above the knuckle joints of the thumb and index finger of the same hand. The Company will consider it a Loss of Thumb and Index Finger even if one or both are later reattached.

#### MAXIMUM PAYMENT FOR MULTIPLE LOSSES

If an Insured Person has multiple Losses as the result of one Accident, the Company will only pay the single largest benefit amount applicable to the Losses suffered.

#### EXPOSURE AND DISAPPEARANCE

Accident includes unavoidable exposure to the elements arising from a covered Accident. If the Insured Person has not been found within one (1) year of the disappearance, as a result of forced landing, stranding, sinking, wrecking of a Common Carrier in which the Insured Person was covered as an occupant, it will be deemed, subject to all other terms of the Policy, that the Insured Person has suffered Loss of Life covered under this Policy.

#### **DESCRIPTION OF BENEFITS**

24 Hour Accident Protection While on a Business Trip

The applicable benefit amount is payable if an Insured Person sustains an Accidental Bodily Injury, anywhere in the world while on a Bona Fide Business Trip. If the Common Carrier passenger fare has been charged to the Account prior to departure for the airport, terminal or station, coverage begins upon departure from the Insured Person's residence or place of regular employment, whichever occurs last, directly to the airport, terminal or station.

If the Common Carrier passenger fare has not been charged prior to arrival at the airport, terminal or station, coverage begins at the time the travel passenger fare is charged to the Account. Coverage lasts for a maximum period of 30 days and ends upon return to the Insured Person's residence or place of regular employment whichever occurs first. For Bona Fide Business Trips more than thirty (30) days in length, coverage: a) remains in effects until 12:01am on the 31st day of the Bona Fide Business Trip; and b) will be reactivated when the Insured Person begins the Return Trip. Return Trip means the return from a Bona Fide Business Trip after 30 consecutive days to the Insured Person's residence or place of regular employment, whichever occurs first.

#### EXCLUSIONS

The Policy does not cover any Loss caused or contributed to by 1) an Accident occurring while an Insured Person is in, entering, or exiting any aircraft owned or leased by the Sponsoring Organization as defined for the Class of the Insured Person. 2) an Accident occurring while an Insured Person is in, entering, or exiting any aircraft while serving as an operator or crew member of any Common Carrier. This exclusion does not apply to passengers who temporarily perform

operator or crew functions in a life threatening emergency. 3) Loss caused or contributed by the commission or aiding and abetting in the commission of an offence under the Criminal Code of Canada or the criminal laws of another country, or any attempt thereat by or on behalf of the Insured Person. 4) Loss caused or contributed by an Insured Person's mental or physical illness, emotional trauma, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection, or bodily malfunctions. This exclusion does not apply to Loss resulting from an Insured Person's bacterial infection caused by an Accident or from Accidental consumption of a substance contaminated by bacteria. 5) Loss caused by or contributed by the Insured Person's intoxication, as defined by laws of the jurisdiction where the Loss occurred, or under the influence of any narcotic unless taken on the advice of a Physician and used in accordance with the prescription. 6) Loss caused or contributed by suicide or intentionally self-inflicted Injury by the Insured Person, or any attempt thereat, while sane or insane. 7) Loss caused or contributed by War or any act of War, whether declared or undeclared. Declared or undeclared War does not include acts of terrorism. 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.

#### EFFECTIVE DATE

This insurance is effective July 1, 2025 and will cease on the date the Blanket Master Group Policy TMH600135 is terminated.

#### BENEFICIARY

The Loss of Life benefit will be paid to the beneficiary designated by the Insured Person. This designation must be in writing and filed with the Policyholder. All other benefit amounts are paid to the Insured Person, unless otherwise directed by the Insured Person or the Insured Person's designee. If more than one beneficiary is designated and the beneficiaries' respective interests are not specified, the designated beneficiaries shall share equally the benefit amount. If the Insured Person has not designated a beneficiary, or if the designated beneficiary does not survive the Insured Person, the Company will pay the benefit amount as follows: to the first 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 Insured Person's Spouse. If there is more than one Spouse, "Spouse" means the Cohabiting Spouse at the time of Insured Person's Loss;
- b) the Insured Person's children including legally adopted children provided that if an Insured Person has any surviving grandchildren by an Insured Person's child that has not survived the Insured Person, such grandchildren will share equally the share of the benefit that would have been paid to their parent had he/she survived the Insured Person;
- c) to the Insured Person's estate.

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.

**Beneficiary Changes** - The Insured Person, and no one else, has the right to change the beneficiary. The Insured Person does not need the consent of anyone to do so. Changes must be in writing and filed with the Policyholder. The Company does not assume any responsibility for the validity of these changes. With respect to Insured Persons living in Quebec, the beneficiary designation

of a spouse is irrevocable, unless otherwise stipulated. Any other beneficiary is revocable. Benefit Assignment - Benefits may be assigned by giving the Company prior written notice.

#### PAYMENT OF CLAIMS

Written notice of claim must be given to the Company, within thirty (30) days after the occurrence or commencement of any Loss covered by this Policy or as soon as reasonably possible. Notice must include enough information to identify the Insured Person and Policyholder. Failure to give Notice of Claim within thirty (30) days will not invalidate or reduce any claim if notice is given as soon as reasonably possible.

**Claim Forms:** When the Company receives notice of a claim we will send the Insured Person or the Insured Person's designee, within fifteen (15) days, forms for giving us Proof of Loss. If the Insured Person or the Insured Person's designee does not receive the forms, the Insured Person or the Insured Person's designee should send the Company a written description of the Loss. This written description should include information covering the occurrence, character and extent of the Loss for which claim is made.

**Claim Proof of Loss:** For all claims written Proof of Loss must be given to the Company within ninety (90) days after the date of Loss, or as soon as reasonably possible. Failure to give written Proof of Loss within this time frame will not invalidate or reduce any claim if notice is given as soon as reasonably possible, and in no event, except in cases where the claimant lacks legal capacity, later than one (1) year after the deadline to submit written Proof of Loss.

**Claim Payment:** For all benefits payable under this Policy the Company will pay the Insured Person or beneficiary the applicable benefit amount within sixty (60) days after we receive a complete Proof of Loss, if the Insured Person and Policyholder have complied with all the terms of this Policy.

#### LIMITATION OF ACTIONS

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (or other applicable legislation) in the Cardmember's province or territory of residence.

#### ACCESS TO DOCUMENTS

The Insured Person, and any claimant under the insurance, may request a copy of the Policy, subject to certain access restrictions.

The benefits described herein are subject to all of the terms and conditions of the Blanket Master Group Policy TMH600135. This Certificate of Insurance replaces any prior Certificate of Insurance that may have been furnished in connection with Business Travel Accident Insurance.

Please read this Certificate of Insurance and keep it in a safe place with other insurance documents. This Certificate of Insurance is not a contract of insurance but is a summary of the principal provisions pertaining to this plan of insurance while in effect. Complete provisions pertaining to this plan of insurance are contained in the Master Policy on file with the Policyholder: AMEX Bank of Canada. Any terms of this Policy which are in conflict with the applicable statutes, law or regulations of the province or territory in which this Policy is issued are amended to conform to such statutes. If a statement in this Certificate of Insurance and any provision in the Policy differ, the Policy will govern.

#### CONTACT INFORMATION

For questions about coverage, change in beneficiary or other inquiries, please contact American Express at 1-800-716-6661. For claims, contact the Company, at 1-416-594-2627 or 1-877-772-7797 or by emailing claims.A\_H@chubb.com.

#### PRIVACY

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 coordinating 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,  $25^{th}$  Floor, Toronto, Ontario, M5L 1E2. For more information on privacy at Chubb, visit Chubb.com/ca

#### **COMPLAINT PROCEDURES**

If an Insured Person 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 Person 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 Person 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

DOT 44-0445 Cdn

www.chubb.com/ca

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# CAR RENTAL THEFT AND DAMAGE INSURANCE

Amended and Restated Effective Date: July 1, 2025

#### **SECTION 1 - INTRODUCTION**

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

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

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

THE CARDMEMBER SHOULD CHECK WITH THEIR PERSONAL AUTOMOBILE INSURER AND THE RENTAL AGENCY TO ENSURE THAT THEY AND ALL OTHER DRIVERS HAVE ADEQUATE THIRD PARTY LIABILITY, PERSONAL INJURY AND DAMAGE TO PROPERTY INSURANCE COVERAGE. THIS CERTIFICATE ONLY COVERS THEFT, LOSS OR DAMAGE TO THE RENTAL AUTO AS STIPULATED HEREIN.

#### SECTION 2 - IMPORTANT NOTICE - PLEASE READ CAREFULLY

- Bolded terms that are defined in this certificate can be found in SECTION 4 DEFINITIONS. Throughout this certificate, any references to "you" and "your" mean any person qualifying as a Cardmember under this certificate. The words "we", "our" and "us" mean the Insurer.
- Coverage is only available if you are a resident of Canada.
- A Cardmember must decline the rental agency's CDW offered by the rental agency on the rental agreement.
- A rental agency has no obligation to explain the Car Rental Theft and Damage Insurance coverage to the Cardmember. It is important to note that a rental agency may not classify vehicles, especially mini-vans, in the same manner as the Insurer. The Cardmember should confirm with the Insurer that their rental auto has coverage under this certificate. Confirmation of coverage under the Policy or any questions concerning the details included herein, should be directed to the Insurer at 1-800-243-0198 (in Canada or the United States) or call collect +905-475-4822 (elsewhere in the world).
- The **rental auto** must be carefully checked for scratches or dents before and after the **Cardmember** rents the vehicle. You should be sure to point out where the scratches or dents are located to a **rental agency** representative and have these noted on the appropriate form for the **rental agency's** records.

- When the value of the **rental auto**, in its model year, is over the Manufacturer's Suggested Retail Price (MSRP) of eighty-five thousand dollars (\$85,000) Canadian excluding all taxes, at the place the **rental agreement** is signed or where the **rental auto** is picked up, no coverage will be provided under this certificate.
- This certificate contains clauses which may limit the amounts payable.
- This certificate contains a provision removing or restricting the right
  of the group person insured to designate persons to whom or for
  whose benefit insurance money is to be payable.

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

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

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

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

#### SECTION 4 - DEFINITIONS

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

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

Card means an American Express<sup>®</sup> Aeroplan<sup>®</sup>\* Corporate Reserve Card issued in Canada by Amex Bank of Canada.

**Cardmember** means an employee of the **company** to whom a **Card** has been issued for business or personal purposes, with the consent of the **company**.

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

Company means the entity in whose name the Card account has been opened.

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

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

Insurer means Belair Insurance Company Inc.

Loss of use means the amount paid to a **rental agency** to compensate it when a **rental auto** is unavailable for rental while undergoing repairs for damage incurred during the **coverage period**.

Mini-van means a vehicle which is designed and made by an automobile manufacturer as a mini-van. It is exclusively made to transport a maximum of eight people including the driver. It is used exclusively for transportation of passengers and their luggage and will not be used by the **Cardmember** for transportation of passengers for hire.

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

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

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

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

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

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

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

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

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

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

We, our and us mean the Insurer.

You and your mean the Cardmember.

#### A. WHEN COVERAGE BEGINS:

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

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

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

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

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

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

#### A. COVERAGE

The Car Rental Theft and Damage Insurance compensates the **Cardmember** or a **rental agency** for theft, loss and damage, up to the **actual cash value** of the **rental auto** and valid **rental agency loss of use** charges when the conditions described below are met. This coverage applies only to the **Cardmember's** personal and business use of the **rental auto**. There is no deductible for the coverage under this certificate.

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

#### **B. CONDITIONS**

The following conditions must be satisfied for coverage to be in effect:

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

- 2. A Cardmember is covered if points earned under the Card reward program are used to pay for the rentals and the applicable taxes have been charged to the Card, if not paid with points earned under the Card reward program. However, if only a partial payment is made using the Card reward program, the entire additional payment of that rental, including any applicable taxes, must be paid for using the Card in order to be covered. Note: Rentals will not be covered for Car Rental Theft and Damage if paid for with points from a reward program other than the Card reward program; and
- 3. A Cardmember is covered if they receive a "free rental" as a result of a promotion, where they have had to make previous vehicle rentals if each such previous rental was entirely paid for with the Cardmember's Card and the applicable taxes for the "free rental" have been charged to the Cardmember's Card; and
- 4. A Cardmember is covered if they receive a "free rental" day(s) as a result of the Card reward program for the number of days of such free rental and the applicable taxes have been charged to their Card, if not paid with points earned under the Card reward program. If the free rental day(s) are combined with rental days for which the Cardmember must pay, the entire additional payment including taxes must be paid for using their Card, if not paid with points earned under the Card reward program.
- 5. A Cardmember must decline the rental agency's CDW on the rental contract. Only the Cardmember can rent the rental auto and decline the rental agency's CDW. Anyone other than the Cardmember doing so, would void coverage. When the Cardmember does not have the option available to decline the rental agency's CDW, the Insurer will pay for covered theft, loss and damage up to the limit of the deductible stipulated in the rental agency's CDW, purchased by the Cardmember. This shall not be construed to provide coverage where the rental agency is responsible under applicable law for any damage to the rental auto; and
- 6. A Cardmember is covered for any car, sport utility vehicle, and mini-van, in its model year, with a Manufacturer's Suggested Retail Price (MSRP) under eighty-five thousand dollars (\$85,000) Canadian, excluding all taxes, at the place the rental agreement is signed or where the rental auto is picked up, with the exception of those listed and described in SECTION 7 WHAT ARE YOU NOT COVERED FOR?; and
- A Cardmember is covered for only one rental auto at a time, i.e. if during the same period there is more than one vehicle rented by the Cardmember, only the first rental auto will be eligible for these benefits; and
- 8. The length of time the Cardmember rents the same vehicle must not exceed 48 consecutive days, which includes instances where the Cardmember is renting one vehicle immediately after the other. A full calendar day between rentals must exist in order to break the 48 consecutive day cycle. If the rental period exceeds 48 consecutive days, coverage will not be provided from the first day of rental onwards; and
- The insured person has not been indemnified for damages or expenses covered under the Policy by or through personal insurance.

#### GENERAL EXCLUSIONS

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

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

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

- 12. Seizure or destruction under a quarantine or customs regulations or confiscation by order of any government or public authority; the damage between the time of seizure, confiscation or quarantine and the time the rental agency staff complete their Inspection Report will be held to be the Cardmember's responsibility, so whenever possible they should arrange to be present when the rental agency conducts their final inspection of the rental auto; and
- 13. The transportation of contraband or illegal trade; and
- 14. War, hostile or warlike action, insurrection, rebellion, revolution, civil war, usurped power, or action taken by government or public authority in hindering, combating or defending against such action; and
- 15. The transportation of property or passengers for hire; and

- 16. Intentional damage to the **rental auto** by an **insured person** or at their direction; and
- The loss, damage or misplacement of vehicle entry devices including keys and remote control devices or any related consequential loss, damage or expense.

#### The following vehicles are excluded from coverage under this certificate:

- 1. Automobiles or other vehicles which are not rental autos; and
- Any vehicle, in its model year, with a Manufacturer's Suggested Retail Price (MSRP) over eighty-five thousand dollars (\$85,000) Canadian, excluding all taxes, at the place the rental agreement is signed or where the rental auto is picked up; and
- 3. Vans, cargo vans or mini cargo vans (other than mini-vans); and
- Trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck; and
- 5. Limousines; and
- 6. Off-road vehicles; and
- 7. Motorcycles, mopeds or motor bikes; and
- Trailers, campers, recreational vehicles or vehicles not licensed for road use; and
- 9. Vehicles towing or propelling trailers or any other object; and
- 10. Mini-buses or buses; and
- 11. Any vehicle which is either wholly or in part handmade, hand finished or has a limited production of under 2,000 vehicles per year; and
- 12. Antique vehicles, meaning a vehicle over twenty (20) years old or which has not been manufactured for ten (10) years or more; and
- 13. Tax-free cars.

#### SECTION 8 - HOW DO YOU SUBMIT A CLAIM?

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

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

Once the **Cardmember** reports theft, loss or damage, a claim file will be opened and will remain open for 80 days from the date of the theft, loss or damage. The **Cardmember** will remain responsible for the theft, loss and damage and may be contacted to answer inquiries during the claim process.

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

The following claim documentation is required:

- Statement(s) if requested;
- Sales draft showing that the rental auto was paid in full with the Card, or the sales draft showing the balance of charges for the rental if points earned under the Card reward program were used to pay for part of the rental;
- A copy of both sides of the vehicle rental agreement;

- · The accident or damage report, if available;
- The itemized repair bill;
- · The receipt for paid repairs;
- The police report, when available, and if a police report is not legally required in the jurisdiction in which the accident occurred, then the name, badge number and division address of the police officer contacted, if applicable;
- A copy of the billing or pre-billing statement if any repair charges were billed to the account.

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

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

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

All pertinent documents should be sent to: Belair Insurance Company Inc. Car Rental Theft and Damage Insurance Claims Management Services 2 Prologis Blvd., Suite 100 Mississauga, Ontario L5W 0G8

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

#### SECTION 9 - WHAT ELSE DO YOU NEED TO KNOW?

This certificate evidences the agreement between you and us. Despite any other provision of this agreement, this agreement is subject to any applicable Canadian law concerning contracts of insurance. This coverage may be cancelled, changed or modified at our option or at the option of Amex Bank of Canada at any time to the extent required by applicable law and subject to compliance with any notice requirements under applicable law. This certificate replaces any and all certificates previously issued to the **Cardmember** with respect to this Policy.

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

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

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

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

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

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

**Group Contract.** On reasonable notice you or a claimant under the contract will be provided with a copy of the group contract (applicable only in those provinces where mandated by legislation and subject to certain access limitations permitted by applicable legislation).

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

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

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

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

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

For the purposes of this Clause:

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

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

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

**Disagreement Over Size of Loss.** If there is a disagreement about the amount of the loss, either the **Cardmember** or we can make a written demand for an appraisal. After the demand, the **Cardmember** selects a competent appraiser and we select a competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two of the three (the appraisers and the arbitrator) will be binding. The **Cardmember** must pay the appraiser the **Cardmember** chooses. We will pay the appraiser we choose. The **Cardmember** will share with us the cost of the arbitrator and the appraisal process.

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

#### IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

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

#### **Insurer Contact Information:**

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

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### CUSTOMER SERVICE NUMBERS

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

Business Travel Accident Insurance

#### **Belair Insurance Company Inc.:**

1-800-243-0198

Out of Province/Country Emergency Medical Insurance Trip Cancellation & Interruption Insurance Flight and Baggage Delay & Hotel Burglary Insurance Lost or Stolen Baggage Insurance Car Rental Theft and Damage Insurance



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