

CERTIFICATES OF INSURANCE

AMERICAN EXPRESS  
BUSINESS EDGE® 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.

# CAR RENTAL THEFT AND DAMAGE INSURANCE

Amended and Restated Effective Date:  
July 1, 2025

## SECTION 1 - INTRODUCTION

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### **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

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

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

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

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

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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

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

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

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

**Card** means an American Express Business Edge® Card issued in Canada by Amex Bank of Canada.

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

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

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

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

**Insurer** means Belair Insurance Company Inc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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### A. WHEN COVERAGE BEGINS:

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

### B. WHEN COVERAGE ENDS:

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

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

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

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

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### A. COVERAGE

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

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

### B. CONDITIONS

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

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

2. A **Cardmember** is covered if points earned under the Membership Rewards 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 Membership Rewards Program. However, if only a partial payment is made using the Membership Rewards 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 Membership Rewards 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 Membership Rewards 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 Membership Rewards 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 Membership Rewards Program; and
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
7. 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
9. The **insured person** has not been indemnified for damages or expenses covered under the Policy by or through personal insurance.

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

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### GENERAL EXCLUSIONS

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

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

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

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

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

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

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

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

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

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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 thereof, 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**

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

### **Insurer Contact Information:**

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

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

Amended and Restated Effective Date:  
July 1, 2025

## SECTION 1 - INTRODUCTION

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### **Buyer's Assurance<sup>®</sup> Protection Plan for Amex Cardmembers.**

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

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

## SECTION 2 - IMPORTANT NOTICE - PLEASE READ CAREFULLY

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- **Bolded terms that are defined in this certificate can be found in SECTION 4 - DEFINITIONS.** Throughout this certificate, any reference to "you" and "your" mean any person qualifying as a **Cardmember** under this insurance. The words "we", "our" and "us" mean the **Insurer**.
- **Coverage is only available if you are a resident of Canada.**
- The **basic Cardmember** is responsible for this insurance coverage, including coverage bound by any purchases made by a **supplementary Cardmember** below the age of majority.
- **This certificate contains clauses which may limit the amounts payable.**
- **This certificate contains a provision removing or restricting the right of the group person insured to designate persons to whom or for whose benefit insurance money is to be payable.**

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

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

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

## SECTION 4 - DEFINITIONS

---

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

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

**Card** means an American Express Business Edge<sup>®</sup> Card issued in Canada by Amex Bank of Canada.

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

**Insured item** means a new insured item (a pair or set being one insured item) of movable property or gift, for which the full **purchase price** is charged to the **Card**.

**Insurer** means Belair Insurance Company Inc.

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

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

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

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

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

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

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

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

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

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

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### **COVERAGE**

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

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

### **LIMITS OF LIABILITY**

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

1. Indemnification for loss is limited to a maximum of \$10,000 per **insured item** (not to exceed \$25,000 per **Cardmember** per policy year for all **occurrences** and for all **insured items** combined) and is further subject to the terms, conditions and exclusions set forth in this certificate.

2. The insurance provided under this certificate is supplementary. This certificate is not a substitute for **other insurance** which also insures against direct physical damage, malfunction or defect. This certificate will indemnify the **Cardmember** only to the extent that direct physical damage, malfunction or defect is not covered by such **other insurance**.
3. The total liability of the **Insurer** for any **insured item** under this certificate shall not exceed the lesser of the **purchase price** or the cost of repairs of that **insured item**.
4. Claims for **insured items** belonging to a pair or set will be covered for the full **purchase price** of the pair or set providing the **insured items** are not useable individually and cannot be replaced individually.
5. Valid claims will be settled, at the **Insurer's** sole option, either by replacing, repairing or rebuilding the **insured item** or by cash payment in an amount not to exceed the **purchase price**, subject always to the limits of liability of the **Insurer** hereunder.

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

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

### **1. Excluded Perils:**

- a) Any physical damage, including damage as a direct result of natural disaster or a power surge, except to the extent the original **manufacturer's warranty** covers such damage.
- b) **Occurrences** caused by any of the following:
  - Fraud,
  - Abuse,
  - War or hostilities of any kind (e.g. Invasion, rebellion, insurrection),
  - Confiscation by order of any government, public authority, or customs official,
  - Risk of contraband,
  - Illegal activity or acts,
- c) Negligence;
- d) Improper installation or alteration;
- e) Ancillary costs incurred in respect of an **insured item** and not forming part of the **purchase price**;
- f) Inherent product defects;
- g) Mechanical failure or product defects covered under product recall;
- h) All **occurrences** that take place outside the Buyer's Assurance Protection Plan coverage effective period.

### **2. Excluded Property:**

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

- d) Motorized devices and their parts used for agriculture, landscaping, demolition or construction;
- e) Improvements or upgrades to a residential or commercial property, including but not limited to permanently affixed goods. Business fixtures, including but not limited to air conditioners, refrigerators, heaters;
- f) Loss or damage to electrical appliances or devices of any kind (including wiring) when loss or damage is due to electrical currents artificially generated, including arcing, unless fire or explosion ensues and then only for such loss and damage;
- g) Land or buildings;
- h) Jewellery;
- i) Perishables such as food, liquor and goods consumed in use such as perfume, cosmetics and paint;
- j) Animals or living plants;
- k) One of a kind products which cannot be replaced;
- l) Inventory, **insured items** purchased for resale or **insured items** that would form part of a sellable product;
- m) Sports equipment and goods where the loss or damage is due to the use thereof;
- n) Products with **manufacturer's warranties**, or combined **manufacturer's warranties** and service plan agreements, lasting in excess of five years;
- o) The equipment **manufacturer's warranty** is defined as the basic coverage offered by the manufacturer at the time of purchase. Buyer's Assurance Protection Plan is not applicable to additional coverages purchased from the manufacturer or another party.

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

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The **Cardmember** must report their claim within 45 days from the date of **occurrence**. It is important to remember that the **Cardmember** must retain all receipts and the original **manufacturer's warranty** for the **insured item(s)** until the claim process is complete. The **Cardmember** may also be asked to obtain a repair estimate.

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

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

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

**All pertinent documents should be sent to:**

**Belair Insurance Company Inc.**

**Buyer's Assurance Protection Plan**

**Claims Management Services**

**2 Prologis Blvd., Suite 100**

**Mississauga, Ontario L5W 0G8**

For all written and verbal correspondence, please include the **Cardmember's** name, the Policyholder's name, and the Policy number **PSI018966745**.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

For the purposes of this Clause:

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

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

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

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

and the **Insurer** selects a competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two of the three (the appraisers and the arbitrator) will be binding. The **Cardmember** must pay the appraiser the **Cardmember** chooses. We will pay the appraiser we choose. The **Cardmember** will share with the **Insurer** the cost of the arbitrator and the appraisal process.

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

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

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

## **IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION**

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

### **Insurer Contact Information:**

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

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# PURCHASE PROTECTION® PLAN

Amended and Restated Effective Date:  
July 1, 2025

## SECTION 1 - INTRODUCTION

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### **Purchase Protection® Plan for Amex Cardmembers and insured persons.**

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

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

## SECTION 2 - IMPORTANT NOTICE - PLEASE READ CAREFULLY

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- **Bolded terms that are defined in this certificate can be found in SECTION 4 - DEFINITIONS.** Throughout this document, any reference to “you” and “your” mean any person qualifying as a **Cardmember** under this insurance. The words “we”, “our” and “us” mean the **Insurer**.
- Only the portion of the **insured item** charged on your **Card** will be considered for reimbursement for this coverage, up to the benefit maximum. Any expenses incurred using other payment sources will not be considered.
- **Coverage is only available if you are a resident of Canada.**
- The **basic Cardmember** is responsible for this insurance coverage, including coverage bound by any purchases made by a **supplementary Cardmember** below the age of majority.
- **This certificate contains clauses which may limit the amounts payable.**
- **This certificate contains a provision removing or restricting the right of the group person insured to designate persons to whom or for whose benefit insurance money is to be payable.**

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

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

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

## SECTION 4 - DEFINITIONS

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

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

**Card** means an American Express Business Edge® Card issued in Canada by Amex Bank of Canada.

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

**Insured item** means a new insured item (a pair or set being one insured item) of movable property, for which at least a portion of the **purchase price** is charged to the **Card**.

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

**Insurer** means Belair Insurance Company Inc.

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

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

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

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

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

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

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

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

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

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

Coverage will end at the earliest of the following:

1. Ninety (90) days after the date on which the **insured item** is purchased by the **Cardmember**, provided that coverage will end for that **insured item** only;
2. When a **Cardmember** is no longer defined as a **Cardmember** as stated in this certificate;
3. The date on which the Policy is cancelled.

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

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The Purchase Protection Plan automatically, without registration, protects most **insured items** when at least a portion of the **purchase price** is charged to the **Card** by insuring the item for ninety (90) days from the date of purchase in the event of direct physical damage or theft (hereinafter called "Loss") anywhere in the world, if the item is not covered by **other insurance**. If the item is stolen or damaged, it will be replaced, repaired, or the **Cardmember** will be reimbursed the portion of the **insured item** that was charged to the **Card**, at the discretion of the **Insurer**. Items the **Cardmember** gives as gifts are covered under the Purchase Protection Plan subject to compliance with the terms and conditions of this certificate.

### **LIMITS OF LIABILITY**

1. Indemnification for Loss is limited to \$1,000 per **Cardmember** per **occurrence** (even if the **occurrence** involves more than one **insured item**) and is further subject to the terms, conditions and exclusions set forth in this certificate.
2. The insurance provided under this certificate is supplementary. This certificate is not a substitute for **other insurance** which also insures against direct physical damage or theft to the **insured item**. This certificate will

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

3. You are entitled to receive the lesser of: the cost of repairs or the portion of the **purchase price** of the **insured item** charged on the **Card**.
4. Claims for **insured items** belonging to a pair or set will be paid for at the portion of the **purchase price** charged to the **Card** of the pair or set providing the items are not useable individually and cannot be replaced individually. Where parts of a pair or set are usable individually, liability will be limited to payment equal to a proportionate part of the **purchase price** that the number of stolen or damaged parts bear to the number of parts in the complete pair or set.
5. Valid claims will be settled, at the **Insurer's** sole option, either by replacing, repairing or rebuilding the **insured item** or by cash payment in an amount not to exceed the **purchase price**, subject always to the limits of liability.

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

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### **GENERAL EXCLUSIONS**

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

#### **1. Excluded Perils:**

- a) Wear and tear;
- b) Theft of items attached to or carried by or in a motor vehicle;
- c) Mysterious disappearance, lost **insured items**;
- d) Inherent product defects, faulty material or workmanship;
- e) War, invasion, hostilities, rebellion, insurrection, confiscation by order of any government or public authority or risks of contraband or Losses arising from illegal activity or acts;
- f) Flood and earthquake;

#### **2. Excluded Property:**

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

- j) Inventory, **insured items** purchased for resale or items that would form part of a sellable product;
- k) Property as a result of deliberate physical abuse to the property, excluding vandalism;
- l) Property which was procured illegally; or
- m) Where the **Cardmember** knowingly makes a false or fraudulent claim.

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

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

If the **Cardmember** is making a claim, their claim must be submitted with as much documentation as possible, as requested below, as soon as reasonably possible. Where possible, written notice should be given to us within 45 days after date of loss. The **Cardmember** will need to provide all documentation within 90 days of the date of direct physical damage or theft of the **insured item** to the claims administrator at the address provided below.

To submit a claim, the following documentation is required:

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

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

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

**All pertinent documents should be sent to:**

**Belair Insurance Company Inc.**

**Purchase Protection Plan**

**Claims Management Services**

**2 Prologis Blvd., Suite 100**

**Mississauga, Ontario L5W 0G8**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For the purposes of this Clause:

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

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

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

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

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

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



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

**IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION**

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

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

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# CUSTOMER SERVICE NUMBERS

**Belair Insurance Company Inc.:**

**1-800-243-0198**

Car Rental Theft and Damage Insurance

Buyer's Assurance® Protection Plan

Purchase Protection® Plan



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