

CERTIFICATES OF INSURANCE

AMERICAN EXPRESS®  
CORPORATE 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.

# FLIGHT AND BAGGAGE DELAY & HOTEL BURGLARY INSURANCE

Amended and Restated Effective Date:  
July 1, 2025

## SECTION 1 - INTRODUCTION

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**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

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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 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?

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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

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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® Corporate 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 Membership Rewards Program when applicable taxes have been charged to the **Card**, if not paid with points earned under the Membership Rewards Program. Full fare is also extended to include **accommodations** obtained through the redemption of points from the Membership Rewards 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 Membership Rewards 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?**

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

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

Coverage ends on the earliest of:

1. for Coverage A, B and C, the time when you return to your place of residence;
2. for Coverage D, the time you check-out from your **accommodation**;
3. the date the **company's Card** account is cancelled;
4. the date the **Cardmember's Card** privileges are terminated;
5. 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?**

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

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

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

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

## Coverage C - Emergency Baggage Delay

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

**The maximum aggregate limit payable under Coverage A, B, and C in respect of any one occurrence is \$500.**

## Coverage D - Hotel Burglary

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

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

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

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### GENERAL EXCLUSIONS

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

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

**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 Membership Rewards Program.**

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

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

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

### **For Coverages A & B:**

- Itemized original receipts for actual expenses incurred.
- A copy of the travel agent's invoice/itinerary, and a copy of the account statement in which the **full fare** expense appears, showing the **Card** as the method of payment or showing it as a free ticket obtained through the redemption of points from the Membership Rewards 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 Membership Rewards 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?

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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 the Policy.

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

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

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

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

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

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

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

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

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

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

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

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

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

For the purposes of this Clause:

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

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

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

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

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

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

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



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

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

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

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

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

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

### **Insurer Contact Information:**

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

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# \$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**

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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® Corporate 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® Corporate Card, to have his/her Transportation Costs charged to that Account.

## **IMPORTANT DEFINITIONS**

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**"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**

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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
- 2. 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**

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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**

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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**

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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**

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### **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**

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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**

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

### **BENEFICIARY**

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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**

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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**

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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**

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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

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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](mailto:claims.A_H@chubb.com).

## PRIVACY

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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<sup>th</sup> Floor, Toronto, Ontario, M5L 1E2. For more information on privacy at Chubb, visit [Chubb.com/ca](http://Chubb.com/ca)

## COMPLAINT PROCEDURES

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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](mailto: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](http://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

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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.**
- **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® Corporate 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.

**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.

**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**

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**

Flight and Baggage Delay & Hotel Burglary Insurance

Car Rental Theft and Damage Insurance

