

CERTIFICATES OF INSURANCE

AMERICAN EXPRESS® GREEN CARD

Amended and Restated Effective Date:

July 1, 2025

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# BUYER'S ASSURANCE® PROTECTION PLAN

Amended and Restated Effective Date:  
July 1, 2025

## SECTION 1 - INTRODUCTION

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### **Buyer's Assurance® 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

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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® Green 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 personal property (not purchased by or for use by a business for commercial purposes), or gift, for which the full **purchase price** is charged to the **Card**.

**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) Business property including but not limited to 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 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 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® Green 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 personal property (not purchased by or for use by a business for commercial purposes), for which at least a portion of the **purchase price** is charged to the **Card**.

**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) Property solely used and pertaining to a business, profession or occupation;
- 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 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 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 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**

Buyer's Assurance® Protection Plan

Purchase Protection® Plan



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