

CERTIFICATES OF INSURANCE

MARRIOTT BONVOY® BUSINESS AMERICAN EXPRESS®* 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

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

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

SECTION 2 - IMPORTANT NOTICE - PLEASE READ CAREFULLY

- **Bolded terms that are defined in this certificate can be found in SECTION 4 - DEFINITIONS.** Throughout this certificate, any references to “you” and “your” mean any person qualifying as an **insured person** under this certificate. The words “we”, “our” and “us” mean the **Insurer**, or its authorized representatives or Global Excel Management Inc. (hereinafter referred to as “**Global Excel**”), the assistance and claims service provider under this certificate, as applicable.
- **Coverage is only available if you are a resident of Canada.**
- 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 TO DO IN AN EMERGENCY?

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

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

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

SECTION 4 - DEFINITIONS

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

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

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

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**supplementary Cardmember**, provided always that the basic Cardmember's **Card** account privileges have not expired, been revoked, terminated or suspended.

Burglary 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 a Marriott Bonvoy® Business American Express®* Card issued in Canada by Amex Bank of Canada.

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

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

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

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

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

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

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

Insurer means Belair Insurance Company Inc.

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

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

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

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

Spouse means:

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

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

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

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

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

SECTION 5 - WHEN DOES COVERAGE BEGIN AND END?

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

1. for Coverage A, B, and C, the date when the **full fare** of the **insured person's** airline ticket is charged to the **Cardmember's Card**;
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 **Cardmember's Card** account is cancelled;
4. the date the **Cardmember's Card** privileges are terminated;
5. the date the **Cardmember's Card** account is no longer in good standing as per the **Cardmember's Cardmember Agreement** issued by Amex Bank of Canada;
6. the date the **Cardmember** no longer falls within the definition of "you" or "**insured person**"; and
7. the date the Policy terminates.

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

Coverage A - Missed Connection

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

Coverage B - Delayed Flight Departure or Denied Boarding

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

Coverage C - Emergency Baggage Delay

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

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

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 Card reward program.

SECTION 8 - HOW DO YOU SUBMIT A CLAIM?

To submit a claim, please call Global Excel:

- If in Canada or the United States, call toll free at: 1-800-243-0198
 - From anywhere else in the world, call collect to: +905-475-4822 or visit <https://info.submitclaims.client.insure>.
1. When you call **Global Excel**, you will be given all the information required to file a claim.
 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 **Card** reward program.
- Alternate boarding pass or flight delay report from airline.
- A copy of the airline ticket.

For Coverage C:

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

For Coverage D:

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

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

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

All pertinent documents should be sent to:
Global Excel Management Inc.

73 Queen Street, Sherbrooke, Quebec, J1M 0C9

SECTION 9 - WHAT ELSE DO YOU NEED TO KNOW?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For the purposes of this Clause:

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

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

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

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

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

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

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

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

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

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

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

IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

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

Insurer Contact Information:

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

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LOST OR STOLEN BAGGAGE INSURANCE

Amended and Restated Effective Date:
July 1, 2025

SECTION 1 - INTRODUCTION

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

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

SECTION 2 - IMPORTANT NOTICE - PLEASE READ CAREFULLY

- **Bolded terms that are defined in this certificate can be found in SECTION 4 - DEFINITIONS.** Throughout this certificate, any references to “you” and “your” mean any person qualifying as an **insured person** under this certificate. The words “we”, “our” and “us” mean the **Insurer** or its authorized representatives or Global Excel Management Inc. (hereinafter referred to as “**Global Excel**”), the assistance and claims service provider under this certificate, as applicable.
- **Coverage is only available if you are a resident of Canada.**
- 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 TO DO IN AN EMERGENCY?

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

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

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

SECTION 4 - DEFINITIONS

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

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

Card means a Marriott Bonvoy® Business American Express®* Card issued in Canada by Amex Bank of Canada.

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

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

Cardmember or the **Cardmember's spouse** for support and:

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

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

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

Insurer means Belair Insurance Company Inc.

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

Spouse means:

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

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

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

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

SECTION 5 - WHEN DOES COVERAGE BEGIN AND END?

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

Coverage ends on the earliest of:

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

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

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

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

Of the \$500 limit of coverage:

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

SECTION 7 - WHAT ARE YOU NOT COVERED FOR?

GENERAL EXCLUSIONS

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

1. Loss or damage to contact lenses, eyeglasses, sunglasses, artificial teeth and limbs, any device used to record images and/or sound and its equipment and accessories, including but not limited to cameras and camera equipment and accessories, any electronics including but not limited to laptops, iPods, MP3 players and cell phones, sports equipment (except golf clubs and golf bags; skis, ski poles and ski boots; and racquets), statuary, paintings, china or glass objects, objects of art or antiques, household effects and items pertaining to business, perishable items, animals and furs;
2. Cash, any type of currency, prepaid cards, gift cards, traveller's cheques, bank notes, bullion, securities, bonds, debentures, tickets or documents of any kind;
3. Any illegal activity, fraud, or criminal activity, committed by or attempted by the **insured person** who has incurred the loss;
4. Your participation in and/or voluntary exposure to any risk from: war or act of war, whether declared or undeclared; invasion or act of a foreign enemy; declared or undeclared hostilities; civil war, riot, rebellion; revolution or insurrection; act of military power; or any service in the armed forces;
5. Confiscation, expropriation or detention by any government, public authority, customs or other officials.

SECTION 8 - HOW DO YOU SUBMIT A CLAIM?

To submit a claim, please call Global Excel:

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

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

- A copy of the invoice/itinerary, and copy of the account statement in which the **full fare** expense appears, showing the **Card** as the method of payment or showing it as a free ticket obtained through the redemption of points from the **Card** reward program.
- A copy of the airline ticket.
- A copy of the lost or damaged baggage report filed with the airline which includes the completed claim form itemizing the baggage contents.
- Proof of settlement from the **insured person's** personal insurance company, if applicable.

- Proof of settlement from the airline company, if applicable.
- Estimate of repair (for damaged baggage/contents). If not repairable, a note from the repair facility stating same.
- Itemized original receipts for replacement items (if not repairable).

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

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

All pertinent documents should be sent to:

Global Excel Management Inc.

73 Queen Street, Sherbrooke, Quebec, J1M 0C9

SECTION 9 - WHAT ELSE DO YOU NEED TO KNOW?

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

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

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

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

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

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

of the **Insurer** set forth in the previous paragraph and shall do such things as are necessary to secure the **Insurer's** rights.

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

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

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

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

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

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

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

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

For the purposes of this Clause:

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

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

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

Disagreement Over Size of Loss. If there is a disagreement about the amount of the loss, either the **Cardmember** or we can make a written demand for an

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

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

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

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

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

IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

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

Insurer Contact Information:

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

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\$500,000 TRAVEL ACCIDENT INSURANCE

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

Effective Date of this Certificate:
July 1, 2025.

COVERED PERSONS

An individual shall qualify as a Covered Person under the Master Group Policy TMH600135 (“the Policy”) with the benefits described in this Certificate only if he or she is:

- A. a Basic or Supplementary Cardmember who has a Marriott Bonvoy® Business American Express®* Card issued by Amex Bank of Canada (“American Express”) in his or her name, or
- B. the Spouse or dependent child under age 23 of such person; and
- C. the American Express Card account is billed in Canada.

IMPORTANT DEFINITIONS

For purposes of the Policy, “American Express Card” unless otherwise specified means any of the Cards or Accounts listed in Category A above.

“**Basic Cardmember**” means any individual who has asked the Policyholder to issue one or more American Express Cards and who has an American Express Card account.

“**Common Carrier Conveyance**” means an air, land or water vehicle (other than a rental vehicle) operated by a common carrier licensed to carry passengers for hire and available to the public.

“**Covered Trip**” means:

- 1. a trip taken by the Covered Person between the point of departure and the final destination as shown on the Covered Person’s ticket or verification issued by the Common Carrier Conveyance, and
- 2. the Covered Person’s fare for such trip has been charged to an American Express Card prior to any Injury.

“**Injury**” means a bodily injury which:

- 1. is caused by an accident which occurs while the Covered Person’s insurance is in force under the Policy; and
- 2. results in Loss insured by the Policy and due, directly and independently of all other causes, to such accident.

“**Scheduled Airline**” means an airline maintaining regular published schedules (or recognized by the Company as meeting similar criteria) which is licensed for the transportation of passengers by the duly constituted authority having jurisdiction over civil aviation in the country of its registry. In no event shall the term “Scheduled Airline” include any air carrier designated or licensed by the governmental authority having jurisdiction over civil aviation as being a Supplemental, Non-Certificated, Irregular or Non-Scheduled air carrier.

“**Spouse**” means a person who is legally married to the Covered Person (“Married Spouse”) or a person who has been living in a conjugal relationship with the Covered Person for the last 12 months, has been publicly represented as the Covered Person’s partner and who resides in the same household as the Covered Person (“Cohabiting Spouse”).

“Supplementary Cardmember” means a holder of a valid Supplementary Card from American Express issued in Canada by Amex Bank of Canada.

BENEFIT AMOUNTS

LOSS OF LIFE	\$500,000
DISMEMBERMENT	
Loss of both hands or both feet	\$500,000
Loss of one hand and one foot	\$500,000
Loss of the entire sight of both eyes	\$500,000
Loss of the entire sight of one eye and one hand or one foot	\$500,000
Loss of one hand or one foot	\$250,000
Loss of the entire sight of one eye	\$250,000

The Company will pay the applicable benefit amount above if a Covered Person suffers a Loss from an Injury while coverage is in force under the Policy, but only if such Loss occurs within 100 days after the date of the accident which caused the Injury. In no event will the Company pay for more than one Loss sustained by the Covered Person as a result of any one accident. The benefit amount paid will be for the greatest Loss.

“Loss” as used above with reference to a hand or foot means complete and permanent severance through or above the wrist or ankle joint, and as used with reference to an eye means the irrecoverable loss of the entire sight of such eye.

\$500,000 MAXIMUM INDEMNITY PER COVERED PERSON

In no event will multiple American Express Cards obligate the Company under the Policy in excess of the highest amount payable under one American Express Card, as stated in “Benefit Amounts”, for any one Loss sustained by any one individual Covered Person as a result of any one accident.

DESCRIPTION OF BENEFITS

Common Carrier Benefit:

A benefit is payable under the Policy if the Covered Person sustains Injury as a result of an accident which occurs while riding solely as a passenger in or boarding or alighting from a Common Carrier Conveyance or being struck by such Common Carrier Conveyance on a Covered Trip.

Alternate Transportation Benefit:

A benefit is payable under the Policy if the Covered Person sustains Injury as a result of:

1. an accident which occurs on a Covered Trip while riding as a passenger in or boarding or alighting from any conveyance providing alternate transportation for a Scheduled Airline flight which was delayed or rerouted, requiring the carrier which would have operated the flight to arrange for such alternate transportation; or
2. being struck by a conveyance providing alternate transportation for a Scheduled Airline flight.

EXPOSURE AND DISAPPERANCE

If the Covered Person is unavoidably exposed to the elements because of an accident on a Covered Trip which results in the disappearance, sinking or wrecking of a Common Carrier Conveyance, and if as a result of such exposure the Covered Person suffers a Loss for which benefits are otherwise payable under the Policy, such Loss will be covered under the Policy.

If the Covered Person disappears because of an accident on a Covered Trip which results in the disappearance, sinking or wrecking of a Common Carrier

Conveyance, and if the Covered Person's body has not been found within 52 weeks after the date of such accident, it will be presumed, provided there is no evidence to the contrary, that the Covered Person suffered Loss of life as a result of Injury covered by the Policy.

EXCLUSIONS

The Policy does not cover any Loss caused or contributed to by (1) suicide or intentionally self-inflicted Injury by the Covered Person, or any attempt thereat, while sane or insane; (2) war or any act of war, whether declared or undeclared; however, any act committed by an agent of any government, party or faction engaged in war, hostilities or other warlike operations provided such agent is acting secretly and not in connection with any operation of armed forces (whether military, naval or air forces) in the country where the Injury occurs shall not be deemed an act of war; (3) the commission or aiding and abetting in the commission of an offense under the Criminal Code of Canada or the laws of another country, or any attempt thereat, by or on behalf of the Covered Person or his or her beneficiaries; (4) Injury sustained while serving as an operator or crew member of any conveyance; (5) Injury received while driving, riding as a passenger in, boarding or alighting from a rental vehicle; (6) the Covered Person taking any alcohol, drug, medication, gas or poison unless taken as prescribed by a physician; (7) directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release of or exposure to any hazardous biological, chemical, nuclear or radioactive material, gas, matter or contamination.

INDIVIDUAL TERMINATION

The insurance of any Covered Person will terminate: (1) on the date the Policy terminates; or (2) on the date the person ceases to be a Covered Person under the Policy.

CLAIMS

Written notice of claim must be given to Chubb Life Insurance Company of Canada, 199 Bay Street - Suite 2500 P.O. Box 139, Commerce Court Postal Station Toronto, Ontario M5L 1E2, within 30 days after the occurrence of any Loss covered by the Policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the claimant with information sufficient to identify the Covered Person shall be deemed notice to the Company. The benefit payable for any Loss will be paid upon receipt of due written proof of such Loss.

PAYMENT OF CLAIMS

Benefits for all Losses sustained by a Covered Person will be paid to the Covered Person, if living, and otherwise to the surviving person, or equally to the surviving persons, in the first of the following classes of beneficiaries in which there is a living member:

- a) the Covered Person's Spouse. If there is more than one Spouse, "Spouse" shall mean the Cohabiting Spouse at the time of the Covered Person's Loss;
- b) the Covered Person's children including legally adopted children provided that if the Covered Person has any surviving grandchildren by a Covered Person's child that has not survived the Covered Person, such grandchildren will share equally the share that would have been paid to their parent had he/she survived the Covered Person;
- c) the Covered Person's estate.

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

In determining such person or persons, the Company may rely upon an affidavit by a member of any of the classes of beneficiaries described above. Payment based upon any such affidavit shall fully discharge the Company from all obligations under the Policy unless, before such payment is made, the Company has received at the address specified above written notice of a valid claim by some other person(s). Any amount payable to a minor may be paid to the minor's legal guardian.

GENERAL PROVISIONS

You and any claimant under the Group Policy have the right to obtain a copy of your application, any written evidence of insurability (as applicable) and the Group Policy, on request.

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act, Limitations Act, 2002, or in other applicable legislation.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims.

The benefits described herein are subject to all of the Terms and Conditions of the Group Policy which is held by Amex Bank of Canada and may be examined at the office of the Policyholder. This Certificate replaces any prior Certificate which may have been furnished in connection with the Policy. Further information about the Policy may be obtained by calling 1-877-777-1544.

PROTECTING YOUR PERSONAL INFORMATION

At Chubb, We are committed to protecting Our customers' privacy. Chubb's policy is to limit access to customer information to those who need it to serve customers' insurance needs and to maintain and improve customer service. The information provided by customers is required by us, Our reinsurers and authorized administrators to assess customers' entitlement to benefits, including but not limited to determining if coverage is in effect, investigating the applicability of exclusions and co-ordinating coverage with other insurers. For these purposes, We, Our reinsurers and authorized administrators consult existing insurance files about customers, collect additional information about and from customers, and where required, collect information from and exchange information with, third parties. We do not disclose customer information to third parties other than Our agents and brokers, except as necessary to conduct business, e.g., processing claims or as required by law. We advise customers that, in some instances, employees, service providers, agents, reinsurers, and any of their providers, of Chubb may be located in jurisdictions outside Canada and that customers' personal information may thus be subject to the laws of those foreign jurisdictions.

The Privacy Officer; Chubb Insurance Company of Canada, 199 Bay Street, 25th Floor, Toronto, Ontario, M5L 1E2. For more information on privacy at Chubb, visit Chubb.com/ca

COMPLAINTS PROCEDURES

If an Insured has a complaint or inquiry about any aspect of this insurance coverage, please call 1-877-534-3655 between 8:00 a.m. and 8:00 p.m. (ET), Monday to Friday.

If for some reason the Insured is not satisfied with the resolution to their complaint or inquiry, the Insured may communicate their complaint or inquiry in writing to Our complaints officer:

Chubb Insurance Company of Canada
199 Bay Street, Suite 2500
P.O. Box 139 Commerce Court Postal Station
Toronto, ON M5L 1E2
Email: complaintscanada@chubb.com

If the Insured is still not satisfied with the resolution to their complaint or inquiry, the Insured may communicate their complaint or inquiry in writing to:

OmbudService for Life & Health Insurance
20 Adelaide Street East, Suite 802, P.O. Box 29
Toronto, Ontario M5C 2T6

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CAR RENTAL THEFT AND DAMAGE INSURANCE

Amended and Restated Effective Date:
July 1, 2025

SECTION 1 - INTRODUCTION

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

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

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

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

SECTION 2 - IMPORTANT NOTICE - PLEASE READ CAREFULLY

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

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

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

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

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.

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

Card means a Marriott Bonvoy® Business American Express®* Card issued in Canada by Amex Bank of Canada.

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

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

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

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

Insurer means Belair Insurance Company Inc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5 - WHEN DOES COVERAGE BEGIN AND END?

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?

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 **Card** reward program are used to pay for the rentals and the applicable taxes have been charged to the **Card**, if not paid with points earned under the **Card** reward program. However, if only a partial payment is made using the **Card** reward program, the entire additional payment of that rental, including any applicable taxes, must be paid for using the **Card** in order to be covered. Note: Rentals will not be covered for Car Rental Theft and Damage if paid for with points from a reward program other than the **Card** reward program; and
3. A **Cardmember** is covered if they receive a “free rental” as a result of a promotion, where they have had to make previous vehicle rentals if each such previous rental was entirely paid for with the **Cardmember’s Card** and the applicable taxes for the “free rental” have been charged to the **Cardmember’s Card**; and
4. A **Cardmember** is covered if they receive a “free rental” day(s) as a result of the **Card** reward program for the number of days of such free rental and the applicable taxes have been charged to their **Card**, if not paid with points earned under the **Card** reward program. If the free rental day(s) are combined with rental days for which the **Cardmember** must pay, the entire additional payment including taxes must be paid for using their **Card**, if not paid with points earned under the **Card** reward program; 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?

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?

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

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

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

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

The following claim documentation is required:

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

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

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

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

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

All pertinent documents should be sent to:

Belair Insurance Company Inc.

Car Rental Theft and Damage Insurance

Claims Management Services

2 Prologis Blvd., Suite 100

Mississauga, Ontario L5W 0G8

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

SECTION 9 - WHAT ELSE DO YOU NEED TO KNOW?

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

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

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

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

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

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

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

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

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

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

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

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

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

For the purposes of this Clause:

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

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

Due Diligence. The **insured person** shall use diligence and do all things reasonable to avoid or diminish any loss of, theft of or damage to property protected by this insurance. We will not unreasonably apply this provision to avoid claims under the Policy. Where damage or loss is due (or suspected to be due) to a malicious act, burglary, robbery, theft or attempt 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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BUYER'S ASSURANCE® PROTECTION PLAN

Amended and Restated Effective Date:
July 1, 2025

SECTION 1 - INTRODUCTION

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

- **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?

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

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

SECTION 4 - DEFINITIONS

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

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

Card means a Marriott Bonvoy® Business American Express®* Card issued in Canada by Amex Bank of Canada.

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

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

Insurer means Belair Insurance Company Inc.

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

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

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

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

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

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

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

SECTION 5 - WHEN DOES COVERAGE BEGIN AND END?

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?

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?

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

1. Excluded Perils:

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

2. Excluded Property:

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

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

SECTION 8 - HOW DO YOU SUBMIT A CLAIM?

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?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For the purposes of this Clause:

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

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

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

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

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

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

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

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

IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

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

Insurer Contact Information:

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

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PURCHASE PROTECTION® PLAN

Amended and Restated Effective Date:
July 1, 2025

SECTION 1 - INTRODUCTION

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

- **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?

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

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 a Marriott Bonvoy® Business American Express®* Card issued in Canada by Amex Bank of Canada.

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

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

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

Insurer means Belair Insurance Company Inc.

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

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

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

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

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

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

SECTION 5 - WHEN DOES COVERAGE BEGIN AND END?

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?

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?

GENERAL EXCLUSIONS

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

1. Excluded Perils:

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

2. Excluded Property:

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

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

SECTION 8 - HOW DO YOU SUBMIT A CLAIM?

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

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

To submit a claim, the following documentation is required:

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

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

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

All pertinent documents should be sent to:

**Belair Insurance Company Inc.
Purchase Protection Plan
Claims Management Services
2 Prologis Blvd., Suite 100
Mississauga, Ontario L5W 0G8**

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

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

SECTION 9 - WHAT ELSE DO YOU NEED TO KNOW?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For the purposes of this Clause:

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

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

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

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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.

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CUSTOMER SERVICE NUMBERS

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

Travel Accident Insurance

Belair Insurance Company Inc.: **1-800-243-0198**

Flight and Baggage Delay & Hotel Burglary Insurance

Lost or Stolen Baggage Insurance

Car Rental Theft and Damage Insurance

Buyer's Assurance® Protection Plan

Purchase Protection® Plan



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