

# CERTIFICATES OF INSURANCE

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# \$500,000 TRAVEL ACCIDENT INSURANCE

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

Effective Date of this Certificate:  
March 1, 2014.

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

## **INSURED PERSONS**

An individual shall qualify as a Insured Person under the Master Group Policy #6477-4608 ("the Policy") only if he or she is a member of Category A, B, C or D below:

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

- A. A Corporate Cardmember who has an American Express® Corporate Card, American Express Corporate Gold Card, American Express Business Expense Card, American Express AeroplanPlus® Corporate Card, American Express AeroplanPlus Corporate Platinum Card, American Express Corporate Platinum Card or American Express Corporate Purchasing Meetings Card issued by Amex Bank of Canada ("American Express"), in his or her name;
- B. Employee or member of a Sponsoring Organization with Business Travel Accounts, Airline Billing Accounts or Treasurer's Card Accounts who is eligible to have his/her Transportation Costs charged to that American Express Business Travel Account, Airline Billing Account or Treasurer's Card Account;
- C. The Spouse or Dependent Child of such Persons in A or B above if travelling with the Corporate Cardmember, employee or member of a Sponsoring Organization on a Covered Bona Fide Business Trip and at the request and expense of the Sponsoring Organization;
- D. In addition, officers, partners, proprietors, consultants, employees or employment candidates authorized by a Sponsoring Organization, whereas the Sponsoring Organization has an American Express Corporate Card, American Express Corporate Gold Card, American Express Business Expense Card, American Express AeroplanPlus Corporate Card, American Express AeroplanPlus Corporate Platinum Card, American Express Corporate Platinum Card, American Express Corporate Purchasing Meetings Card, Business Travel Account, Airline Billing Account or Treasurer's Card Account issued by American Express to have his/her Transportation Costs charged to that Account.

## **IMPORTANT DEFINITIONS**

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

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

**"Bona Fide Business Trip"** means while on assignment by or at the direction of the Sponsoring Organization for the purpose of furthering the business of the Sponsoring Organization. It shall

not include everyday travel to and from work, bona fide leaves of absence, personal side trips, vacations or incidental work done for the Sponsoring Organization during these times.

**“Common Carrier”** means any licensed land, water or air conveyance operated by those whose occupation or business is transportation of persons or things without discrimination and for hire. Common Carrier excludes taxis, rental cars and hired cars.

**“Dependent Child or Children”** means those children, including adopted children and those children placed for adoption, who are primarily dependent upon the Insured Person for maintenance and support, and who are: 1) under the age of twenty-three (23) and reside with the Insured Person; or 2) beyond the age of twenty-three (23), permanently mentally or physically challenged, and incapable of self-support.

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

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

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

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

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

## **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

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

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

### **TABLE OF LOSSES**

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

**“Loss of Life”** means death, including clinical death determined by the local governing medical authorities. **“Loss of Foot”** means the complete severance through or above the ankle joint. We will consider it a Loss of Foot even if the foot is later reattached.

**“Loss of Hand”** means complete severance through or above

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

### **MAXIMUM PAYMENT FOR MULTIPLE LOSSES**

If an Insured Person has multiple Losses as the result of one Accident, we will only pay the single largest Benefit Amount applicable to the Losses suffered.

### **EXPOSURE AND DISAPPEARANCE**

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

### **DESCRIPTION OF BENEFITS**

#### *24 Hour Accident Protection While on a Business Trip*

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

If the Common Carrier passenger fare has not been charged prior to arrival at the airport, terminal or station, coverage begins at the time the travel passenger fare is charged to the Account.

Coverage lasts for a maximum period of 30 days and ends upon return to the Insured Person's residence or place of regular employment whichever occurs first. For Bona Fide Business Trips more than thirty (30) days in length, coverage: a) remains in effects until 12:01am on the 31st day of the Bona Fide Business Trip; and b) will be reactivated when the Insured Person begins the Return Trip. Return Trip means the return from a Bona Fide Business Trip after 30 consecutive days to the Insured Person's residence or place of regular employment, whichever occurs first.

### **EXCLUSIONS**

The Policy does not cover any Loss caused or contributed to by 1) an Accident occurring while an Insured Person is in, entering, or exiting any aircraft owned or leased by the Sponsoring Organization as defined for the Class of the Insured Person. 2) an Accident occurring while an Insured Person is in, entering, or exiting any aircraft while serving as an operator or crew member of any Common Carrier. This exclusion does not apply to passengers who temporarily perform operator or crew functions in a life threatening emergency. 3) Loss caused or contributed by the commission or aiding and abetting in the commission of an offence under the Criminal Code of Canada or the criminal laws of another country, or any attempt thereof by or on behalf of the Insured Person. 4) Loss caused or contributed by an Insured Person's mental or physical illness, emotional trauma, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection, or

bodily malfunctions. This exclusion does not apply to Loss resulting from an Insured Person's bacterial infection caused by an Accident or from Accidental consumption of a substance contaminated by bacteria. 5) Loss caused by or contributed by the Insured Person's intoxication, as defined by laws of the jurisdiction where the Loss occurred, or under the influence of any narcotic unless taken on the advice of a Physician and used in accordance with the prescription. 6) Loss caused or contributed by suicide or intentionally self-inflicted Injury by the Insured Person, or any attempt thereat, while sane or insane. 7) Loss caused or contributed by War or any act of War, whether declared or undeclared. Declared or undeclared War does not include acts of terrorism.

## **EFFECTIVE DATE**

This insurance is effective March 1, 2014 and will cease on the date the Blanket Master Group Policy 6477-46-08 is terminated.

## **BENEFICIARY**

The Loss of Life benefit will be paid to the beneficiary designated by the Insured Person. This choice must be in writing and filed with the Policyholder. All other Benefit Amounts are paid to the Insured Person, unless otherwise directed by the Insured Person or the Insured Person's designee. If more than one beneficiary is designated and the beneficiaries' respective interests are not specified, the designated beneficiaries shall share equally. If the Insured Person has not chosen a beneficiary, or if the designated beneficiary does not survive the Insured Person, we will pay the Benefit Amount as follows:

to the first surviving person or equally to the surviving persons in the first of the following classes of beneficiaries in which there is a living member:

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

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

**Beneficiary Changes** - The Insured Person, and no one else, has the right to change the beneficiary. The Insured Person does not need the consent of anyone to do so. Changes must be in writing and filed with the Policyholder. We do not assume any responsibility for the validity of these changes. With respect to Insured Persons living in Quebec, the beneficiary designation of a spouse is irrevocable, unless otherwise stipulated. Any other beneficiary is revocable. **Benefit Assignment** - Benefits may be assigned by giving us prior written notice.

## **PAYMENT OF CLAIMS**

Written notice of claim must be given to Crawford & Company (Canada) Inc., National Claims Management Centre, 400-90 Matheson Boulevard West, Mississauga, Ontario L5R 2R3, within thirty (30) days after the occurrence or commencement of any Loss covered by this policy or as soon as reasonably possible.

Notice must include enough information to identify the Insured Person and Policyholder. Failure to give Notice of Claim within thirty (30) days will not invalidate or reduce any claim if notice is given as soon as reasonably possible.

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

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

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

## LIMITATION OF ACTIONS

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

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

The benefits described herein are subject to all of the terms and conditions of the Blanket Master Group Policy 6477-46-08. This Certificate of Insurance replaces any prior Certificate of Insurance that may have been furnished in connection with Business Travel Accident Insurance.

For questions about coverage, change in beneficiary or other inquiries, please contact American Express at 1-800-716-6661. For claims, contact Crawford & Company (Canada) Inc., at 1-866-356-5658 x2213.

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

Chubb Insurance Group of Canada

DOT 44-0445 Cdn

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# CAR RENTAL THEFT AND DAMAGE INSURANCE

Effective Date of this Certificate:  
March 1, 2011.

Royal & Sun Alliance Insurance Company of Canada (referred to in this Certificate as the "Company") provides the insurance for this Certificate under Master Policy **PSI018515861** (referred to in this Certificate as the "Policy") issued to Amex Bank of Canada (referred to in this Certificate as the "Policyholder"). This Certificate is not a contract of insurance and contains only a summary of the principal provisions of the Policy. A **Cardmember** or a claimant under the Policy or Group Policy may, on request to the Company, obtain a copy of the Policy or Group Policy, subject to certain access limitations permitted by applicable law. All benefits are subject in every respect to the Policy which alone constitutes the Agreement under which payments are made. This coverage may be cancelled, changed or modified at the option of the Company or the Policyholder at any time without notice. This Certificate replaces any and all certificates previously issued to the **Cardmember** with respect to the Policy.

This Certificate of insurance outlines what Car Rental Theft and Damage Insurance 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. This Certificate should be kept in a safe place and carried with the **Cardmember** when they travel.

**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 coverage. This Certificate only covers theft, loss or damage to the Rental Auto as stipulated herein.**

## **IMPORTANT - PLEASE READ THE ENTIRE CERTIFICATE CAREFULLY:**

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 Company. The **Cardmember** should confirm with Royal & Sun Alliance Insurance Company 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 Company at **1-800-243-0198** (in Canada or the United States) or call collect **905-475-4822** (elsewhere in the world).

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.

## **PART I DEFINITIONS**

The terms set out below, wherever they appear in this Certificate, shall be interpreted as follows:

**"Actual Cash Value"** means what the vehicle is worth on the date of the theft, loss and damage and takes into account such things as depreciation and obsolescence. In determining depreciation, the Company will consider the condition of the **Rental Auto** immediately before the theft, loss and damage occurred, the standard market resale value and normal life expectancy.

“**Antique**” means a vehicle over 20 years old or which has not been manufactured for 10 years or more.

“**Card**” means an American Express® Corporate Card, American Express® Corporate Gold Card, American Express® Corporate Platinum Card, American Express® AeroplanPlus® Corporate Card, or American Express® AeroplanPlus® Corporate Platinum Card.

“**Cardmember**” means a holder of a valid Basic or Supplementary **Card** issued in Canada by Amex Bank of Canada who pays for the rental(s) with the valid Amex Bank of Canada **Card**.

“**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.

“**Eligible Person**” means a **Cardmember** and **Secondary Drivers**, while covered under this Certificate.

“**Exotic**” means any automobile which is not a standard **Rental Auto** offered by most of the **Rental Agencies** in the province or state, or in a country without provinces or states, where the vehicle was rented or is a vehicle totally or partially custom made, hand made, hand finished or is a vehicle of limited production (under 2,000 vehicles per year by the manufacturer). Exotic automobiles include, but are not limited to the following models: Aston Martin, Bentley, Bricklin, Daimler, De Lorean, Excalibur, Ferrari, Jaguar, Jensen, Lamborghini, Lotus, Maserati, Porsche, Rolls Royce and limousines.

“**Expensive**” means any vehicle with, in its model year, a Manufacturer’s Suggested Retail Price (MSRP) excluding all taxes, over eighty-five thousand dollars (\$85,000) Canadian, at the place the **Rental Agreement** is signed or the **Rental Auto** is picked up.

“**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, which has a manufacturer’s list **Gross Vehicle Weight** of not more than 5955 pounds or 2680 kilograms. It is exclusively made to transport a maximum of eight (8) 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. It includes but is not limited to the following models: Ford Freestar, Chevrolet Astro, GMC Safari, Dodge Caravan, Honda Odyssey, Toyota Sienna and Nissan Quest.

“**Gross Vehicle Weight**” means the weight of the complete **Mini-Van** plus the maximum load that it has been designed to carry.

“**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 the person (the principal driver must also be the **Cardmember**) who drives the **Rental Auto** the majority of the time during the **Coverage Period**.

“**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**) and provided they are permitted to operate the **Rental Auto** in accordance with the **Rental Agreement**, while covered under this Certificate.

“**Rental Agency**” means an auto rental agency licensed under the law of the applicable jurisdiction which provides a **Rental Agreement**.

“**Rental Agreement**” means the written contract between the **Cardmember** and the **Rental Agency** for the **Rental Auto**.

“**Rental Auto**” means an automobile not rented in excess of the **Coverage Period** from a **Rental Agency**, that is not an **Antique**, **Expensive**, or **Exotic** automobile, nor a truck, **Off-Road Vehicle**, motorcycle, moped, recreational vehicle, camper, trailer, nor a van, but certain **Mini-Vans** are covered.

“**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.

## **PART II TERMS OF COVERAGE**

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

All coverage for eligible **Cardmembers** will take effect at the time the **Cardmember** legally takes control of the **Rental Auto**.

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

A **Cardmember's** coverage will end at the earliest of the following:

1. **Rental Agency** resumes control of the **Rental Auto**;
2. When a **Cardmember** is no longer defined as a **Cardmember** or **Principal Driver** as stated in this Certificate;
3. 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**;

Please note that the **Cardmember's** responsibility for the **Rental Agreement** 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**.

## **PART III DESCRIPTION OF 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. 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 their **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**;
2. 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**;
3. 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 free rental and the applicable taxes have been charged to

their **Card**. 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**;

4. A **Cardmember** is covered if points earned under their **Card** reward program are used to pay for the rentals and the applicable taxes have been charged to their **Card**. However, if only a partial payment is paid using the **Card** rewards program, the entire additional payment of that rental, including any applicable taxes, must be paid for using their **Card** in order to be covered;
5. Only a **Cardmember** can rent the vehicle and decline the **Rental Agency's** CDW, LDW or an equivalent coverage offering. Anyone other than the **Cardmember** doing so would void coverage;
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 the exclusion section titled "**The following vehicles are excluded from coverage under this Certificate**";
7. A **Cardmember** is covered when only one **Rental Auto** is rented at a time, i.e. if during the same period there is more than one vehicle rented by the **Cardmember**, only the first rental will be eligible for these benefits;
8. The **Cardmember** must decline the **Rental Agency's** CDW, LDW or similar coverage offered by the **Rental Agency** on the rental contract. If there is no space on the vehicle rental contract for the **Cardmember** to indicate that they have declined the coverage, then they should indicate in writing on the contract "I decline the CDW provided by the **Rental Agency**";
9. 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;
10. The **Cardmember** and/or **Eligible Person** has not been indemnified for damages or expenses covered under the Policy by or through personal insurance.

When a **Cardmember** does not have the option available to decline the **Rental Agency's** CDW, LDW or similar provision, the Company will pay for covered theft, loss and damage up to the limit of the deductible stipulated in the **Rental Agency's** CDW, LDW or similar provision, purchased by the **Cardmember**. This shall not be construed to provide coverage where the **Rental Agency** is responsible by legislation or law for any damage to the **Rental Auto**.

#### **PART IV EXCLUSIONS**

This Certificate does not cover losses to automobiles or other vehicles which are not **Rental Autos**, or losses arising from, caused by, or which contributed to:

1. Third party liability;
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;
3. Personal injury or damage to property, except the **Rental Auto** itself or its equipment;
4. Replacement vehicle for which an automobile insurance is covering all or part of the cost of the rental;
5. The operation of the **Rental Auto** at any time during the

**Coverage Period** where an **Eligible Person** is driving while intoxicated or under the influence of any illegal or prescribed (if advised not to operate a vehicle) narcotic;

6. Any dishonest, fraudulent or criminal act committed by any **Eligible Person** or at their direction;
7. Participation in any race or speed test;
8. The use of a fuel type or octane level that differs from the manufacturer's recommended fuel for that **Rental Auto**;
9. Normal wear and tear, gradual deterioration, or mechanical or electrical breakdown or failure, inherent vice or damage, insects or vermin;
10. The operation of the **Rental Auto** in violation of the terms of the **Rental Agreement** except:
  - (a) **Eligible 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.**

11. 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 vehicle;
12. The transportation of contraband or illegal trade;
13. 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;
14. The transportation of property or passengers for hire;
15. Nuclear reaction, nuclear radiation, or radioactive contamination, any weapon of war employing atomic fission or a radioactive force;
16. Intentional damage to the **Rental Auto** by an **Eligible Person** or at their direction;
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. 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;
2. Vans, cargo vans or mini cargo vans (other than **Mini-Vans**);
3. Trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck;
4. Limousines;
5. **Off-Road Vehicles**;
6. Motorcycles, mopeds or motor bikes;

7. Trailers, campers, recreational vehicles or vehicles not licensed for road use;
8. Vehicles towing or propelling trailers or any other object;
9. Mini-buses or buses;
10. **Exotic** vehicles, meaning vehicles such as but not limited to, Aston Martin, Bentley, Bricklin, Daimler, De Lorean, Excalibur, Ferrari, Jaguar, Jensen, Lamborghini, Lotus, Maserati, Porsche, Rolls Royce and limousines;
11. Any vehicle which is either wholly or in part hand made, hand finished or has a limited production of under 2,000 vehicles per year;
12. **Antique** vehicles, meaning a vehicle over twenty (20) years old or which has not been manufactured for ten (10) years or more;
13. **Tax-Free Cars.**

## **PART V IN THE EVENT OF AN ACCIDENT/THEFT**

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).

The **Rental Auto** must be carefully checked for scratches or dents before and after the **Cardmember** rents the vehicle. They should be sure to point out where the scratches or dents are located to a **Rental Agency** representative and have him or her note these on the appropriate form and retain a copy for their records.

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.

It is important to note that the **Cardmember** will remain responsible for the theft, loss and damage and that they may be contacted in the future 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 and 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;
- A copy of the billing or pre-billing statement if any repair charges were billed to the account.

Forward this documentation to:

**Royal & Sun Alliance Insurance Company of Canada**  
**Claims Management Services**  
**2225 Erin Mills Parkway, Suite 1000**  
**Mississauga, Ontario L5K 2S9**

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

**LEGAL ACTIONS:** Every action or proceeding against an insurer for the recovery of insurance money payable under the contract

is absolutely barred unless commenced within the time set out in the Insurance Act (or other applicable legislation) in the **Cardmember's** province of residence.

**CANADIAN CURRENCY:** All payments shall be payable in the lawful currency of Canada. All benefit limits indicated are in Canadian currency.

**DISAGREEMENT OVER SIZE OF LOSS:** If there is a disagreement about the amount of the loss, either the **Cardmember** or the Company can make a written demand for an appraisal. After the demand, the **Cardmember** selects a competent appraiser and the Company 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 he or she chooses. The Company will pay the appraiser they chose. The **Cardmember** will share with the Company the cost of the arbitrator and the appraisal process.

**SUBROGATION:** To the extent the Company pays for a loss suffered by a **Cardmember**, the Company will take over the rights and remedies the **Cardmember** had relating to the loss. This is known as subrogation. The **Cardmember** must help the Company preserve their rights against those responsible for the Company's loss. This may involve signing any papers and taking any other steps the Company may reasonably require. If the Company takes over a **Cardmember's** rights, the **Cardmember** must sign an appropriate subrogation form supplied by the Company.

### **PROTECTING CARDMEMBER'S PRIVACY**

Royal & Sun Alliance Insurance Company of Canada is committed to protecting the **Cardmember's** privacy and the confidentiality of their personal information. Royal & Sun Alliance is responsible for all personal information under its control and has designated a Privacy Officer who is accountable to Senior Management for Royal & Sun Alliance's compliance with this Privacy Policy. This Privacy Policy may change from time to time. The **Cardmember** can view the latest and entire version of this Policy by visiting our website at [www.rsagroup.ca](http://www.rsagroup.ca). If the **Cardmember** has any questions about this Privacy Policy please call us at 1-888-877-1710.

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## FLIGHT AND BAGGAGE DELAY AND HOTEL/MOTEL BURGLARY INSURANCE

Effective Date of this Certificate:  
July 1, 2015.

### **INTRODUCTION**

**Flight and Baggage Delay and Hotel/Motel Burglary Insurance for AMEX Cardmembers and insured persons.**

Amex Bank of Canada has been issued group insurance policy PSI047258505 for Flight and Baggage Delay and Hotel/Motel Burglary Insurance coverage by Royal & Sun Alliance Insurance Company of Canada (the "Insurer"). This Certificate of Insurance summarizes the provisions of the group insurance policy

applicable to *your* AMEX *card* for Flight and Baggage Delay and Hotel/Motel *Burglary* Insurance.

All *italicized* terms have the specific meaning explained in the "Definitions" section of this Certificate of Insurance.

## WHAT TO DO IN AN EMERGENCY?

If *you* have an emergency, *you* can call Global Excel Management Inc. (Global Excel).

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

**1-866-426-7505 toll-free from the US & Canada, or  
(905) 816-1884 collect from anywhere in the world**

## DEFINITIONS

Throughout this Certificate of Insurance, all *italicized* terms have the specific meaning explained below.

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

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

**Card** - means an American Express® Corporate Card or American Express® AeroplanPlus® Corporate Card or a Business Travel Account or Airline Billing Account.

**Cardmember** - means a holder of a valid Basic or Supplementary *card* issued in Canada by Amex Bank of Canada who pays for the *full fare* (Coverages A, B and C) or who reserves and pays for the hotel/motel room (Coverage D) using the valid Amex Bank of Canada *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 Children** - means any natural child, any legally adopted child, any step-child of or any child dependent upon the *cardmember* in a "parent-child" relationship for maintenance and support who is:

- a) Under the age of 21 years and unmarried;
- b) Under the age of 25 years and unmarried and in full time attendance at a college or university; or
- c) By reason of mental or physical infirmity, incapable of self-sustaining employment and totally dependent upon the *cardmember* for support within the terms of the Income Tax Act (Canada).

**Deplaning** - means exiting from the aircraft once it has arrived at the scheduled destination point.

**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, 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*. *Full fare* is also extended to include free hotel/motel stays obtained through the redemption of points from the *card* reward program.

**Insured Person** - means a *cardmember*, a *cardmember's* spouse, and a *cardmember's* dependent children, whether travelling together or not.

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

**Outbound** - 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** - an *insured person's*, reasonable expenses for meals and accommodation as determined by us.

**Spouse** - the person who is legally married to, the *cardmember*, or has been living in a conjugal relationship with the *cardmember* for a continuous period of at least one year and who resides in the same household.

**Sundry Items** - means items such as toiletries, a magazine, a paperback book and other reasonable small item purchases as determined by us.

**We, us and our** - refer to Royal & Sun Alliance Insurance Company of Canada (the Insurer) or Global Excel Management Inc., its authorized claims and assistance provider, as applicable.

**You, yourself and your** - refer to the *insured person*.

## WHEN DOES COVERAGE BEGIN AND END?

Coverage begins for an *insured person*;

For Coverage A, B, and C - when the *full fare* of the *insured person's* airline ticket is charged in advance to the *cardmember's card*.

For Coverage D - when the cost of the *insured person's* hotel/motel room is reserved, booked and charged to the *cardmember's card*.

Coverage ends on the earliest of:

1. when you return to your place of residence;
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 group insurance policy terminates.

## 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 within four (4) hours of *deplaning*, we will pay the *insured person's* necessary and *reasonable living expenses* incurred within forty-eight (48) hours of *deplaning* and other *sundry items*.

### 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* within four (4) hours of the scheduled departure time of the original flight, we will pay the *insured person's* necessary and *reasonable living expenses* incurred within forty-eight (48) hours of the delay or denied boarding and other *sundry items*.

### 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, or C in respect of any one *occurrence* is \$500.00.**

#### **Coverage D - Hotel/Motel Burglary**

If the *insured person* suffers a loss due to *burglary* into their hotel/motel room while registered as a guest of a hotel/motel, we will reimburse the *insured person* for the loss of personal items (excluding cash) upon receipt of due proof of loss.

**The maximum payable under Coverage D is \$500.00 per *burglary occurrence*.**

#### **GENERAL EXCLUSIONS**

This insurance does not cover any loss, claim or expense of any kind caused directly or indirectly from:

1. Alternate travel arrangements made by the *insured person* such as a taxi, limo, bus or the purchase of an airline ticket;
2. Emergency Baggage Delay as a result of a flight that is returning to an *insured person's* place of residence;
3. Failure of any device to correctly read or interpret date/time data;
4. Any illegal activity, fraud, criminal activity, committed by or attempted by an *insured person*;
5. Any act of war, whether declared or undeclared, 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;
6. 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;
7. Nuclear reaction, nuclear radiation, or radioactive contamination, any weapon of war employing atomic fission or a radioactive force.

#### **HOW DO YOU SUBMIT A CLAIM?**

1. You must file *your* claim with *us* within 30 days after the *occurrence*.
2. If *you* need a Claim & Authorization form, please contact *our* Claims Department at:

**73 Queen Street, Sherbrooke, Quebec, J1M 0C9**

**905-816-2567 or 1-866-426-7496**

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.

##### **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.

##### **For Coverage D:**

- Invoice issued by hotel/motel.

- A copy of the account statement in which the full cost of the hotel/motel appears, showing the *card* as the method of payment.
- Police report confirming forced entry and a hotel/motel *burglary* report.
- Receipts for repaired or replaced items.

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

**WHAT OTHER TERMS SHOULD YOU KNOW ABOUT?**

This Certificate of Insurance evidences the agreement between *you* and *us*. Despite any other provision of this agreement; this agreement is subject to any applicable federal and provincial statutes 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 without notice. This Certificate of Insurance replaces any and all certificates previously issued to the *cardmember* with respect to group insurance policy PSI047258505.

1. In case of an *occurrence* or loss covered by this Certificate of Insurance 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 of Insurance.
  - 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 hotel/motel 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 "How do *you* submit a claim?"
2. This coverage is excess insurance and we are the last payors. All other sources of recovery, indemnity payments or insurance coverage must be exhausted before any payments will be made under this coverage.
3. If *you* are eligible, from any other insurer, for benefits similar to the benefits provided under this insurance, the total benefits paid to *you* by all insurers cannot exceed the actual expense that *you* have incurred. *We* will coordinate the payment of benefits with all insurers from whom *you* are eligible for benefits similar to those provided under this insurance, to a maximum of the largest amount specified by each insurer.
4. If *you* incur expenses covered under this insurance due to the fault of a third party, *we* may take action against the party at fault. *You* agree to cooperate fully with *us* and to allow *us*, at *our* own expense, to bring a law suit in *your* name against the third party. If *you* recover against a third party, *you* agree to hold in trust sufficient funds to reimburse *us* for the amounts paid under the insurance.
5. Any information that has been misrepresented, or misstated to *us* by *you* or is incomplete may result in this Certificate of Insurance and *your* coverage being null and void, in which case no benefits will be paid.
6. Any claim for a loss covered under this Certificate of Insurance will be adjusted and paid when satisfactory proof of the loss is provided. Any claim for lost property covered under this Certificate of Insurance will be adjusted and paid if the property is not found within fourteen (14) days. The *insured person* must give proof of loss and values of the items lost to *us*. All benefits will be paid to the *insured person*.

7. 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 amount for which the property could be repaired to its condition prior to the damage;
  - d. The maximum benefit applicable for each coverage under this Certificate of Insurance.
8. All payments shall be payable in the lawful currency of Canada. All benefit limits indicated are in Canadian currency. This insurance will not pay for any interest or any fluctuations in the exchange rate.
9. No legal action for a claim can be brought against us more than one (1) year after the time for giving proof of loss, or such longer period as may be prescribed by law.

At *your* option, *you* may request that any dispute with *us* relating to this insurance be decided by arbitration. If *we* agree with *your* request, the arbitration will be before a single arbitrator in, and under the rules embodied in the arbitration legislation of, the Canadian province or territory in which this insurance was issued to the *cardmember*. In the absence of such legislation, the arbitration will be conducted under the rules embodied in the Commercial Arbitration Act, R.S.C. 1985, C.17 (second supp.), as amended.
10. **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.**
11. 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).
12. Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (or other applicable legislation) in the *Cardmember's* province of residence.

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

Royal & Sun Alliance Insurance Company of Canada is committed to protecting the *Cardmember's* privacy and the confidentiality of their personal information. Royal & Sun Alliance is responsible for all personal information under its control and has designated a Privacy Officer who is accountable to Senior Management for Royal & Sun Alliance's compliance with this Privacy Policy. This Privacy Policy may change from time to time. The *Cardmember* can view the latest and entire version of this Policy by visiting our website at [www.rsagroup.ca](http://www.rsagroup.ca). If the *Cardmember* has any questions about this Privacy Policy please call us at 1-888-877-1710.

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# CUSTOMER SERVICE NUMBERS

## **Chubb Insurance Group of Canada:**

Travel Accident Insurance

General Inquiries: 1-800-716-6661

Claims Information: 1-800-532-4822

## **Royal & Sun Alliance Insurance Co. of Canada:**

1-866-426-7496

Flight and Baggage Delay and Hotel/Motel Burglary

1-800-243-0198

Car Rental Theft and Damage Insurance