

CERTIFICATES OF INSURANCE

AMERICAN EXPRESS  
BUSINESS EDGE™ CARD

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# CAR RENTAL THEFT AND DAMAGE INSURANCE

Effective Date of this Certificate:  
October 15, 2019.

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:**

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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**

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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 Business Edge™ Card.

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

“**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.

“**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.

“**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 TERM OF COVERAGE**

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### **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**

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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**

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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**

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

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**  
**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.

**LIMITATION PERIODS:** 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), Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.

**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.

**SANCTIONS:** The Insurer is required to comply with economic, financial and trade sanctions ("Sanctions") imposed by Canada and may be required to comply with Sanctions imposed by the United States in certain circumstances. The Insurer is a member of the RSA Group whose principal insurance company in the United Kingdom is required to comply with Sanctions imposed by the European Union and the United Kingdom and the parties acknowledge that the Insurer intends to adhere to the same standard. Accordingly, the Insurer shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this Certificate of Insurance which would breach applicable Sanctions imposed under the laws of Canada, the European Union, the United Kingdom, or the United States.

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

Royal & Sun Alliance Insurance Company of Canada is committed to protecting your privacy and the confidentiality of your personal information. We will collect, use and disclose personal information for the purposes identified in our Privacy Policy. To obtain more information, you can review our Privacy Policy online at [www.rsagroup.ca](http://www.rsagroup.ca) or request a copy by calling 1-888-877-1710.

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

Effective Date of this Certificate:  
October 15, 2019.

Royal & Sun Alliance Insurance Company of Canada (referred to in this Certificate as the "Company") provides the insurance for this Certificate under Master Policy **PSI018966745** (referred to in this Certificate as the "Policy") issued to Amex Bank of Canada (referred to in this Certificate as the "Policyholder"). A copy of the Master Policy is on file at Royal & Sun Alliance Insurance Company of Canada, 18 York Street, Suite 800, Toronto, ON, M5J 2T8.

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.

The insurance provided under this Certificate is supplementary. This insurance coverage is in excess of any other applicable, valid and collectible insurance indemnity available to the **Cardmember**.

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

For any questions concerning the details included herein and to confirm the coverage provided under the Policy, please contact the Company at **1-800-243-0198** (in Canada or the United States) or call collect **905-475-4822** (elsewhere in the world).

## **PART I DEFINITIONS**

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

**"Business Property"** means tangible, movable property, purchased with the **Card** and used for business purposes only.

**"Card"** means an American Express Business Edge™ Card.

**"Cardmember"** means a holder of a valid Basic or Supplementary **Card** from American Express issued in Canada by Amex Bank of Canada who pays for the **Item** by using the valid Amex Bank of Canada **Card**.

**"Item"** means a new item (a pair or set being one item) of **Business Property**, or gift, for which the full **Purchase Price** is charged to the **Card**.

**"Manufacturer's Warranty"** means an expressly written warranty issued by the manufacturer of the **Item** at the time of purchase. The manufacturer's warranty must be provided at no additional cost and be valid in Canada or the United States.

**"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 **Item**, including any applicable sales tax, as shown on the store receipt.

## PART II DESCRIPTION OF COVERAGE

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When a **Cardmember** charges the entire **Purchase Price** of an **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 damage covered by the terms of the **Item's** original **Manufacturer's Warranty**, at no additional cost.

Coverage takes effect immediately following the expiry of the **Item's** original **Manufacturer's Warranty**, up to a maximum of one full year.

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.

## PART III LIMITATIONS

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1. Indemnification for loss is limited to a maximum of \$10,000 per **Item** (not to exceed \$25,000 per **Cardmember** per policy year for all **Occurrences** and for all **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 Company for any **Item** under this Certificate shall not exceed the **Purchase Price** of that **Item**.
4. Claims for **Items** belonging to a pair or set will be covered for the full **Purchase Price** of the pair or set providing the **Items** are not useable individually and cannot be replaced individually.
5. Valid claims will be settled, at the Company's sole option, either by replacing, repairing or rebuilding the **Item** or by cash payment in an amount not to exceed the **Purchase Price**, subject always to the limits of liability of the Company hereunder.

## PART IV ADDITIONAL TERMS, CONDITIONS, RESTRICTIONS AND EXCLUSIONS

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1. There shall be no coverage or entitlement to benefits under this Certificate for loss arising from the following:
  - 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:
    - I. Fraud,
    - II. Abuse,
    - III. War or hostilities of any kind (e.g. Invasion, rebellion insurrection),
    - IV. Confiscation by order of any government, public authority, or customs official,
    - V. Risk of contraband,
    - VI. Illegal activity or acts,
    - VII. Radioactive contamination;
  - c. Negligence;
  - d. Improper installation or alteration;

- e. Ancillary costs incurred in respect of an **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. There shall also be no coverage or entitlement to benefits under this Certificate for the following:
- a. Products with **Manufacturer's Warranties** not valid in Canada or the United States;
  - b. Products which, at the time of purchase, are used, rebuilt, refurbished or remanufactured, including demos;
  - c. Products covered by an unconditional satisfaction guarantee;
  - d. Motorized vehicles (such as cars, trucks, motorcycles, boats, airplanes) and their parts (including batteries, carburetors, pipes, hoses, pistons, brakes, tires, or mufflers);
  - e. Motorized devices and their parts used for agriculture, landscaping, demolition or construction;
  - f. 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;
  - g. 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;
  - h. Land or buildings;
  - i. Jewellery;
  - j. Consumable or perishable items;
  - k. Animals or living plants;
  - l. One of a kind products which cannot be replaced;
  - m. Inventory, **Items** purchased for resale or **Items** that would form part of a sellable product;
  - n. Sports equipment and goods where the loss or damage is due to the use thereof;
  - o. Products with **Manufacturer's Warranties**, or combined **Manufacturer's Warranties** and service plan agreements, lasting in excess of five years;
  - p. 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.

## **PART V NOTICE OF LOSS/ PROOF OF LOSS/ PAYMENT OF CLAIMS**

The **Cardmember** must report their claim within 30 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 **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.
- 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 Company will decide whether to have the **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 Company within 60 days from the date of the **Occurrence** (or 30 days after request by the Company) to remain eligible for benefits.
  - 5) For some claims, the **Cardmember** may be required to send in the damaged **Item**, at their expense, for further evaluation of their claim. If requested, the **Cardmember** must send in the damaged **Item** within 30 days from the date of request to remain eligible for benefits.

## **APPRAISAL**

In the event of disagreement as to the value of an **Item**, the property saved or the amount of a loss, those questions shall be determined by appraisal as provided under applicable provincial or territorial insurance legislation. There shall be no right to an appraisal until a specific demand is made in writing and until after proof of loss has been delivered.

## **PARTS**

Except in the case of claims for **Items** belonging to a pair or set, in the case of damage to, any part of an **Item**, consisting, when complete for use, of several parts, the Company 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 **Item** or **Items** which form the basis of a claim hereunder.

## **SUBROGATION**

As a condition to the payment of any claim to a **Cardmember** under the Policy, the **Cardmember** shall, upon request, transfer the damaged **Item** to the Company and assign to the Company all legal rights which the **Cardmember** has against all other parties for the loss. The **Cardmember** shall give the Company all such assistance as the Company may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Company to bring suit in the name of the **Cardmember**.

## **DUE DILIGENCE**

The **Cardmember** shall use diligence and do all things reasonable to avoid, mitigate or diminish any loss of or damage to property protected by Buyer's Assurance Protection Plan. The Company will not unreasonably apply this provision to avoid claims under the Policy.

## **FALSE CLAIM**

If a **Cardmember** makes any claim knowing it to be false or fraudulent in any respect, such **Cardmember** shall no longer be entitled to any benefits hereunder nor to the payment of any claim made under the Policy.

## **LIMITATION PERIODS**

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), Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.

## SANCTIONS

The Insurer is required to comply with economic, financial and trade sanctions (“Sanctions”) imposed by Canada and may be required to comply with Sanctions imposed by the United States in certain circumstances. The Insurer is a member of the RSA Group whose principal insurance company in the United Kingdom is required to comply with Sanctions imposed by the European Union and the United Kingdom and the parties acknowledge that the Insurer intends to adhere to the same standard. Accordingly, the Insurer shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this Certificate of Insurance which would breach applicable Sanctions imposed under the laws of Canada, the European Union, the United Kingdom, or the United States.

## CANADIAN CURRENCY

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

## AMENDMENT

This coverage may be cancelled, changed or modified at the option of the Policyholder at any time without notice. This Certificate replaces any and all certificates previously issued to the **Cardmember** with respect to the Policy.

## IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

Royal & Sun Alliance Insurance Company of Canada is committed to protecting your privacy and the confidentiality of your personal information. We will collect, use and disclose personal information for the purposes identified in our Privacy Policy. To obtain more information, you can review our Privacy Policy online at [www.rsagroup.ca](http://www.rsagroup.ca) or request a copy by calling 1-888-877-1710.

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# PURCHASE PROTECTION<sup>®</sup> PLAN

Effective Date of this Certificate:  
October 15, 2019.

Royal & Sun Alliance Insurance Company of Canada (referred to in this Certificate as the “Company”) provides the insurance for this Certificate under Master Policy **PSI018516570** (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.

The insurance provided under this Certificate is supplementary. This insurance coverage is in excess of any other applicable, valid and collectible insurance indemnity available to the **Eligible Person(s)**.

This Certificate of insurance outlines what Purchase Protection Plan Insurance is and what is covered along with the conditions under which a payment will be made to a **Cardmember**. It also provides instructions on how to make a claim.

Any questions concerning the detail included herein and to confirm the coverage provided under the Policy, contact Royal & Sun Alliance Insurance Company of Canada at **1-800-243-0198** in Canada and the United States, or collect at **(905) 475-4822** (elsewhere in the world).

## **PART I DEFINITIONS**

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

“**Business Property**” means tangible, movable property, purchased with the **Card** and used for business purposes only.

“**Card**” means an American Express Business Edge™ Card.

“**Cardmember**” means a holder of a valid Basic or Supplementary **Card** issued in Canada by Amex Bank of Canada who pays for the **Insured Item** by using the valid Amex Bank of Canada **Card**.

“**Eligible Person(s)**” means a **Cardmember** and recipients of gifts from such **Cardmember**, while covered under the Policy.

“**Insured Item**” means a new item (a pair or set being one item) of **Business Property**, for which the full **Purchase Price** is charged to the **Card**.

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

## PART II TERM OF COVERAGE

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### A. WHEN COVERAGE BEGINS:

A **Cardmember's** coverage will take effect at the time the **Cardmember** purchases the **Insured Item**.

### B. WHEN COVERAGE ENDS:

A **Cardmember's** 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**;
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.

## PART III DESCRIPTION OF COVERAGE

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The Purchase Protection Plan automatically, without registration, protects most **Insured Items** when the full **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 at the discretion of the Company. Items the **Cardmember** gives as gifts are covered under the Purchase Protection Plan subject to compliance with the terms and conditions of this Certificate.

## PART IV LIMITATIONS

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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 **Eligible Persons** only to the extent that direct physical damage or theft is not covered by such **Other Insurance**.
3. The total liability of the Company for any **Insured Item** under this Certificate shall not exceed the **Purchase Price** of that item.
4. For **Insured Items** purchased with a partial payment utilizing the **Card** the total limit of liability will be prorated based upon the percentage of the partial payment.
5. Claims for **Insured Items** belonging to a pair or set will be paid for at the full **Purchase Price** of the pair or set providing the items are not useable individually and cannot be replaced individually.
6. Valid claims will be settled, at the Company'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.

## PART V EXCLUSIONS

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1. There shall be no payment under this Certificate for Loss arising from the following perils:
  - a. Wear and tear;
  - b. Theft of items attached to or carried by or in a motor vehicle;
  - c. Mysterious disappearance, lost 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;
  - g. Radioactive contamination.
2. There shall also be no payment under this Certificate for Loss of:
- a. Cash, or its equivalent, Travellers Cheques, tickets and any other negotiable instruments;
  - b. Animals or living plants;
  - c. Consumable goods;
  - d. Perishable goods such as food and liquor;
  - e. Items left behind;
  - f. Ancillary costs incurred in respect of an **Insured Item** and not forming part of the **Purchase Price**;
  - g. 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;
  - h. Motorized vehicles;
  - i. Personal property;
  - j. **Business Property** including but not limited to inventory items, 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. Any item where the **Cardmember** knowingly makes a false or fraudulent claim.

## **PART VI NOTICE OF LOSS AND CLAIMS**

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All claims must be reported within 48 hours of the theft or 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).

If the **Cardmember** is making a claim, their claim must be submitted with as much documentation as possible, as requested below, within 30 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.

The following claim 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 policy showing amount of deductible;
- 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.

Forward this documentation to:

**Royal & Sun Alliance Insurance Company of Canada**  
**Claims Management Services**  
**2 Prologis Blvd., Suite 100**  
**Mississauga, Ontario L5W 0G8**

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

Upon request from the Company, the **Cardmember** will, at the **Cardmember's** expense, send the damaged **Insured Item** for which a claim is made to the Company.

### **FRAUD**

Any fraud or willfully false statement in a statutory declaration in relation to any of the above particulars vitiates the claim of the person making the declaration.

### **APPRAISAL**

In the event of disagreement as to the value of the **Insured Item**, the property saved or the amount of Loss, those questions shall be determined by appraisal as provided under applicable provincial or territorial insurance legislature. There shall be no right to an appraisal until a specific demand is made in writing and until after proof of Loss has been delivered.

### **PARTS**

Except in the case of claims for **Insured Items** belonging to a pair or set (see Part IV, [5]), any theft of, or damage to, any part of the **Insured Item**, consisting, when complete for use, of several parts, the Company is not liable for more than the repair or replacement value of the part damaged, including the cost of installation.

### **SUBROGATION**

When a claim is paid, the **Eligible Person** shall, upon request from the Company, transfer the item to the Company and assign the legal right to recover from the party responsible for the Loss to the Company to the extent of the Loss indemnified under this Certificate.

### **LIMITATION PERIODS**

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), Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.

### **SANCTIONS**

The Insurer is required to comply with economic, financial and trade sanctions ("Sanctions") imposed by Canada and may be required to comply with Sanctions imposed by the United States in certain circumstances. The Insurer is a member of the RSA Group whose principal insurance company in the United Kingdom is required to comply with Sanctions imposed by the European Union and the United Kingdom and the parties acknowledge that the Insurer intends to adhere to the same standard. Accordingly, the Insurer shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this Certificate of Insurance which would breach applicable Sanctions imposed under the laws of Canada, the European Union, the United Kingdom, or the United States.

## CANADIAN CURRENCY

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

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

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# EMPLOYEE CARD MISUSE PROTECTION

Effective Date of this Certificate:  
October 15, 2019.

## WHAT IS THE EMPLOYEE CARD MISUSE PROTECTION PROGRAM?

The Employee Card Misuse Protection **Program** allows Companies that have established an **Amex** business Account Agreement to request **Amex** to waive the **Company's** liability for certain unauthorized **Charges** made by their employee **Cardmembers**.

The **Program** will waive the **Company's** liability for most unauthorized **Charges** up to \$100,000 per **Amex Card** (subject to the terms, conditions, limitations and exclusions in this **Program** description).

## PROGRAM ADMINISTRATOR & PROGRAM NUMBER

The **Program** Administrator is Royal & Sun Alliance Insurance Company of Canada. The **Program** number is **PSI030590891**.

## DEFINITIONS

**"Affidavit of Waiver"** means a written request sent to the **Program** Administrator by mail or fax from the **Company** requesting **Amex** to waive the **Company's** unauthorized **Charges** in accordance with the terms and conditions of this **Program**.

**"Amex"** means Amex Bank of Canada.

**"Card"** means an American Express Business Edge™ Card.

**"Cardmember"** means an employee of a **Company** who is over 18 years of age and who is authorized to use the **Card** for **Company** business only.

**"Charges"** means the amounts, billed or unbilled, including purchases and cash advances, charged to the **Cardmember's Card**.

**"Company"** means a corporation, partnership, sole proprietorship or any other entity which has signed and still has an active and in force **Amex Card** Account Agreement with **Amex** and whose **Card** is in good standing.

**"Date of Notification"** means the earlier of

- (i) the date the **Company** gives or receives a written notice of immediate or pending employment termination of a **Cardmember**,
- (ii) the date on which the **Cardmember** leaves the **Company's** service,
- (iii) the date the **Company** notifies the **Cardmember** that they can no longer use their **Card**.

**"Program"** means Employee Card Misuse Protection Program.

## WHAT ARE UNAUTHORIZED CHARGES?

A. Unauthorized **Charges** are **Charges** to a **Cardmember's Card** incurred by a **Cardmember**:

- a) which do not benefit the **Company** directly or indirectly in whole or in part; or
- b) for which the **Company** has reimbursed the **Cardmember** but the **Cardmember** has not paid **Amex**.

Provided that such unauthorized **Charges**:

- 1) are incurred within the seventy-five (75) days preceding the **Date of Notification**, or are incurred within the 75 days preceding the date **Amex** receives the **Company's** request to cancel the **Card**, if **Amex** receives the request more than two (2) business days after the **Date of Notification**;

- 2) are incurred up to fourteen (14) days after **Amex** has received a request to cancel the **Cardmember's Card**, provided the **Company** notified **Amex** to cancel the **Card** within two (2) business days of the **Date of Notification**.

The table below illustrates the protection period for unauthorized **Charges**:

	<b>Card</b> cancelled before <b>Date of Notification</b>	<b>Card</b> cancelled 0-2 days after <b>Date of Notification</b>	<b>Card</b> cancelled 3 plus days after <b>Date of Notification</b>
Unauthorized <b>Charges</b> made during this period are covered	75 days prior to <b>Date of Notification</b> and 14 days after <b>Amex</b> receives <b>Card</b> cancellation request	75 days prior to <b>Date of Notification</b> and 14 days after <b>Amex</b> receives <b>Card</b> cancellation request	75 days prior to <b>Amex</b> receiving <b>Card</b> cancellation request

- B. Auditors' fees incurred with the **Program** Administrator's written consent solely to substantiate the amount of the claim are covered.

### **PROGRAM EXCLUSIONS**

The following **Charges** are excluded and not covered by the **Program** whether they are unauthorized **Charges** or authorized **Charges**:

1. **Charges** made by partners, owners, or principal shareholders who own more than five percent (5%) of the **Company's** outstanding shares, or persons who are not employees of the **Company** at the time **Charges** were incurred.
2. **Charges** made by anyone related to the **Cardmember**, a partner, an owner or a principal shareholder.
3. Interest or fees imposed by **Amex** on outstanding unpaid **Charges**.
4. In cases where **Amex** invoices the **Cardmember**, any amount on a cheque submitted by a **Cardmember** which is not paid by the **Cardmember's** financial institution, if the **Cardmember** has, within the last twelve (12) months, submitted any other cheque to **Amex** which was not paid by the **Cardmember's** financial institution.
5. **Charges** for the **Company** or bought for someone else if instructed or approved by the **Company** will not be covered. However, these **Charges** would be covered if **Amex** bills the **Cardmember** directly, where the **Company** has reimbursed the **Cardmember** and the **Cardmember** has not paid **Amex**.
6. **Charges** incurred by the **Cardmember** more than fourteen (14) days after the **Date of Notification**.
7. **Charges** incurred on or after the **Date of Notification** if the **Card** cancellation request was not sent to **Amex** within two (2) business days of the **Date of Notification**.
8. **Charges** resulting from either a lost or stolen **Card** or **Charges** to a **Card** which is closed, frozen or ninety (90) or more days delinquent.
9. Cash advances in excess of \$300 per day per **Cardmember**, or a maximum of \$1,000 per **Cardmember**, whichever is less.
10. Any interest on money owing.
11. At the time the **Charges** were incurred, the **Company** had less than two (2) **Cards**.

## WHAT ARE THE COMPANY'S RESPONSIBILITIES?

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**Notification to Amex.** The **Company** may request **Amex** to waive the **Company's** liability for unauthorized **Charges** only if the **Company** meets all of the following requirements:

1. The **Company** must use reasonable efforts to retrieve the **Card** from the employee.
2. The **Company** must notify **Amex** in writing to cancel the **Card** within two (2) business days of the **Date of Notification**. The letter must state:
  - (i) that the **Company** requests the waiver of unauthorized **Charges**,
  - (ii) the **Date of Notification**,
  - (iii) the **Cardmember's** name, **Card** number, home address, home phone number and the last known business addresses and phone number,
  - (iv) confirmation that the **Card** was retrieved and the date it was retrieved and confirmation that the **Card** is still in the **Company's** possession,
  - (v) in cases where **Amex** bills the **Cardmember** directly, that the **Company** has contacted the **Cardmember** in writing and directed the **Cardmember** to immediately pay all outstanding **Charges** to **Amex**.

**Notification to Cardmember.** The **Company** must deliver to the **Cardmember** or send by first-class mail in writing, a notice stating that the **Cardmember's Card** has been cancelled, and instruct the **Cardmember** to:

- (i) immediately discontinue use of **Card**;
- (ii) immediately pay any outstanding amounts owed to **Amex**; and
- (iii) immediately return the **Card** to the **Company**.

If the **Company** knows that a **Cardmember** is receiving reimbursement for **Charges** but is not paying **Amex** for those **Charges**, the **Company** must promptly give written notice to **Amex**.

## HOW TO MAKE A CLAIM

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1. As soon as employee fraud is detected, contact the **Program Administrator** to obtain the Written Notice of **Card Cancellation** and **Affidavit of Waiver** letter template.
2. Provide the employee with Written Notice of **Card Cancellation** within two (2) days of the **Date of Notification** and send the Request to Cancel **Card** letter to **Amex**.
3. An authorized official of the **Company** must send an **Affidavit of Waiver** and the Request to Cancel **Card** letters to the **Program Administrator** by mail or fax within thirty (30) days of the **Date of Notification**.

All supporting claims documents must be filed with the **Program Administrator** within sixty (60) days from the employee's **Date of Notification**.

## INQUIRIES

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Please direct any inquiries to the **Program Administrator** at **1-800-243-0198**. Please refer to the **Program** number **PSI030590891**.

## RECOVERY

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1. If the **Company** recovers any amounts for unauthorized **Charges** from any source after the **Company** has filed an **Affidavit of Waiver** with the **Program Administrator**, the **Company** will remit all such amounts to the **Program Administrator**. The **Company** agrees to assign any rights it may have to collect such amounts from the **Cardmember** to **Amex**.

The **Company** agrees to assign any rights it may have to collect such amounts from the **Cardmember** to the **Program Administrator**.

2. **Amex** agrees to forward any recovered amounts to the **Program Administrator**, if the **Program Administrator** has already reimbursed **Amex** for the unauthorized **Charges**.

## **OTHER BENEFITS**

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This **Program** does not cover losses that are covered by insurance that provides similar benefits. Losses that are above those covered by such insurance, but which are less than the limit of this coverage are eligible for payment.

## **TERMINATION**

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Unauthorized **Charges** incurred by a **Cardmember** will not be covered under the **Program** unless both the **Date of Notification** with respect to the **Cardmember** and the notice from the **Company** to **Amex** to cancel the **Cardmember's Card** occurs prior to the earlier of:

- 1) the date the **Company's Amex Card** Account Agreement is cancelled, or
- 2) the date the **Program** terminates.

The **Affidavit of Waiver** and the supporting documentation with respect to the unauthorized **Charges** may be submitted after the dates outlined in 1) or 2) above, if they are submitted within the periods detailed under "How to Make a Claim" above.

## **MISSTATEMENT**

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Any fraud, misstatement or concealment by the **Company** either in regard to any matter affecting this **Program** or in connection with the making of a claim shall render this **Program** null and void.

## **CURRENCY**

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All claims will be paid in Canadian dollars.

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# CUSTOMER SERVICE NUMBERS

**Royal & Sun Alliance Insurance Co. of Canada:** 1-800-243-0198

Car Rental Theft and Damage Insurance

Buyer's Assurance<sup>®</sup> Protection Plan

Purchase Protection<sup>®</sup> Plan

Employee Card Misuse Protection