

CERTIFICATES OF INSURANCE

AMERICAN EXPRESS®  
AIR MILES®\* GOLD BUSINESS CARD

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# \$100,000 TRAVEL ACCIDENT INSURANCE

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

Effective Date of this Certificate:  
October 1, 2016

## **COVERED PERSONS**

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

- A. a Basic or Supplementary Cardmember who has an American Express® AIR MILES® Gold Business Card issued by Amex Bank of Canada ("American Express") in his or her name; or
- B. the Spouse or dependent child under age 23 of such person; and
- C. the American Express Card account is billed in Canada.

## **IMPORTANT DEFINITIONS**

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

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

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

**"Covered Trip"** means:

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

**"Injury"** means a bodily injury which:

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

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

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

**"Supplementary Cardmember"** means any individual who has received an American Express Card at the request of a Basic Cardmember for use in connection with the Basic Cardmember's American Express Card account.

## **BENEFIT AMOUNTS**

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LOSS OF LIFE	\$100,000
DISMEMBERMENT	
Loss of both hands or both feet	\$100,000
Loss of one hand and one foot	\$100,000
Loss of the entire sight of both eyes	\$100,000
Loss of the entire sight of one eye and one hand or one foot	\$100,000
Loss of one hand or one foot	\$50,000
Loss of the entire sight of one eye	\$50,000

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

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

### **\$100,000 MAXIMUM INDEMNITY PER COVERED PERSON**

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

## **DESCRIPTION OF BENEFITS**

### **Common Carrier Benefit:**

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

### **Alternate Transportation Benefit:**

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

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

## **EXPOSURE AND DISAPPEARANCE**

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

If the Covered Person disappears because of an accident on a Covered Trip which results in the disappearance, sinking or wrecking of a Common Carrier Conveyance, and if the Covered Person’s body has not been found within 52 weeks after the date of such accident, it will be presumed, provided there is no evidence to the contrary, that the Covered Person suffered Loss of life as a result of Injury covered by the Policy.

## **EXCLUSIONS**

The Policy does not cover any Loss caused or contributed to by (1) suicide or intentionally self-inflicted Injury by the Covered Person, or any attempt thereat, while sane or insane; (2) war or any act of war, whether declared or undeclared; however, any act committed by an agent of any government,

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

## **INDIVIDUAL TERMINATION**

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

## **CLAIMS**

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

## **PAYMENT OF CLAIMS**

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

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

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

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

## **GENERAL PROVISIONS**

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Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act, Limitations Act, 2002, or in other applicable legislation. Covered Person and any claimant under this Certificate of Insurance have the right to obtain a copy of your application, any written evidence of insurability (as applicable) and the Group Policy, on request.

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

### **Your privacy matters to us.**

At Chubb Life, we are committed to protecting your privacy. We respect your privacy and want you to understand how we collect and use your personal information.

### **How We Collect Your Information**

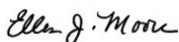
Chubb Life, our reinsurers and authorized administrators (collectively “We”) collect and keep information about you, which is needed to provide the products and services you request. We collect information from you, either directly or through our representatives. We may also need to consult existing insurance files about you and collect information from third parties, such as hospitals, doctors and other health care providers, the Medical Information Bureau, the government (including government health insurance plans) and other governmental agencies, other insurance companies, financial institutions, motor vehicle reports, and your current and former employers.

### **How We Use Your Information**

We use your information to provide the products and services you request, which includes using it to evaluate insurance risk and manage claims. We may also share your information with third parties, when it is necessary for the services we provide to you. Third parties may include other insurance companies, the Medical Information Bureau, financial institutions, third party administrators, and any references you provide. We may use your information internally, to prepare statistical reports that help us understand the needs of our customers and that help us understand and manage our business. In some instances, employees, service providers, agents, reinsurers, and any of their providers, of Chubb Life may be located outside of Canada, and your personal information may thus be subject to the laws of those foreign jurisdictions.

You may request to review your personal information in your file or request to make a correction by writing to:

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



Ellen J. Moore

President, Chubb Life Insurance Company of Canada

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# DISABILITY PLAN FOR SMALL BUSINESS

Underwritten by AIG Insurance Company of Canada.  
Policy Number SRG9021156 (The “Master Policy”) issued to  
Amex Bank of Canada.

Effective Date of this Certificate:  
July 1, 2016

## DEFINITIONS

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The following terms are limited to the definitions shown:

“**Card**” means an American Express® AIR MILES® Gold Business Card.

“**Company**” means AIG Insurance Company of Canada.

“**Corporate Cardmember**” means a person who has been issued an American Express **Card**, as defined herein.

“**Eligible Business**” means any business organization (whether or not incorporated) that has an American Express **Card** account.

“**Eligible Person**” means a natural person who is a **Sole Proprietor** of an **Eligible Business** who is a **Corporate Cardmember** and any other **Corporate Cardmember** of the **Eligible Business**.

“**Insured Person**” means an **Eligible Person** who comes within either of the class descriptions in the “**Classification of Insured Person**” section of this certificate.

“**Permanent Total Disability** or **Totally Disabled**” means that as a direct result of an accidental injury:

1. an **Insured Person** is unable to perform each and every duty of such **Insured Person’s** occupation(s);
2. it is reasonably expected that, for the remainder of the **Insured Person’s** life, such **Insured Person** will be unable to perform each and every duty of such **Insured Person’s** occupation(s); and
3. the Canada/Quebec Disability Pension Program (or as it might otherwise be named from time to time) has decided that, starting in the 13th month immediately after the commencement of the **Insured Person’s** disability as described in (1) and (2) above, the **Insured Person** is entitled to receive total disability benefits from such program; provided that if the **Insured Person** is actually working, either full-time or part-time, at any occupation for which the **Insured Person** is receiving, or is entitled to receive any income, the **Insured Person** shall be deemed not to be totally disabled.

“**Policyholder**” means Amex Bank of Canada.

“**Sole Proprietor**” means anyone who is the sole owner, or joint owner with a spouse of the **Eligible Business**.

“**Waiting Period**” means the 12-month period that is immediately after the date when the **Insured Person’s Total Disability** began and during which, the **Insured Person** is continuously **Totally Disabled**.

## CLASSIFICATION OF INSURED PERSON

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**Class 1** - either the **Sole Proprietor** or the joint proprietor with a spouse of an **Eligible Business**, who is a **Corporate Cardmember**.

**Class 2** - Proprietor of but not a **Sole Proprietor**, and any other **Corporate Cardmember** of an **Eligible Business**.

## COVERAGE A - ACCIDENTAL PERMANENT TOTAL DISABILITY

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**Who is covered?** You are covered if you belong to Class 1 or Class 2 under the Classification of Insured Person and you are a **Corporate Cardmember**.

**When are you covered?** Coverage begins on the date you are issued the American Express **Card** or on the effective date of the Master Policy, if later. You are covered twenty-four hours a day, seven days a week, anywhere in the world. Your coverage continues so long as the Master Policy remains in force and you remain an **Eligible Person**.

And, if your corporate **Card** account is terminated while you are disabled, you remain eligible to receive benefits so long as you qualify for them.

**What is covered?** Coverage is provided for disabilities that:

- (i) result directly from an accident which happens while your coverage is in force and;
- (ii) begin within 30 days after the accident occurs, and;
- (iii) continue for 12 consecutive months of disability.

During the first 12 consecutive months of disability, AIG Insurance Company of Canada will consider you to be disabled if you are **Permanently Totally Disabled** as defined in the “**Definitions**” section. Benefits are not payable during the **Waiting Period**.

**What is the amount of coverage?** If you are **Permanently Totally Disabled** at the end of the **Waiting Period**, and you are eligible to receive a benefit, the benefit will be paid to you in a lump sum. The length of time your corporate **Card** account is in effect is determined as of the date of the accident causing your **Permanent Total Disability**.

\$10,000 - if your **Card** has been in effect less than 2 years.

\$25,000 - if your **Card** has been in effect 2 years but less than 6 years.

\$50,000 - if your **Card** has been in effect 6 years or longer.

**What are the additional coverages?** The following additional coverages are designed to help an **Eligible Business** or the **Sole Proprietor** in the event of **Permanent Total Disability**.

**COVERAGE B** -Replacement Expense Benefit

**COVERAGE C** -Business Overhead Expense Benefit

**COVERAGE D** -Business Closing Expense Benefit

#### **COVERAGE B - REPLACEMENT EXPENSE BENEFIT**

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**What is covered?** If an **Insured Person** under Class 2 of Classification of Insured Person has been **Permanently Totally Disabled**, the **Eligible Business** is eligible to receive benefit for:

Expenses incurred which are directly related to replacing the **Insured Person** with another person. The reimbursable costs must be receipted or supported by bills and are limited to:

1. fees paid for employment advertising;
2. fees paid to an outside employment agency or recruiter hired to find a replacement for the **Totally Disabled Insured Person**;
3. fees paid to an outside agency or organization for training the replacement person;
4. fees paid for printing business cards and stationery for the replacement person;
5. \$500 for general replacement expenses that are not receipted or supported by bills, but which are considered by AIG Insurance Company of Canada to be reasonable and related to the replacement of the **Insured Person**.

**What is the amount of coverage?** Benefit amount is the actual reimbursable costs up to a maximum of \$10,000.00.

## **COVERAGE C - BUSINESS OVERHEAD EXPENSE BENEFIT**

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**What is covered?** When the **Insured Person** is a **Sole Proprietor** (Class 1 under the Classification of Insured Person) and as a result of an accident has been **Totally Disabled**, the **Sole Proprietor** is eligible to receive the Business Overhead Expense Benefit.

This benefit reimburses the **Sole Proprietor** for expenses that are incurred within 36 months of the accident causing **Permanent Total Disability** to the **Sole Proprietor** and which are directly related to maintaining the continuous operation of the **Eligible Business**. If incurred expenses are in combination with the **Sole Proprietor's** personal expenses, the **Company** will pay on a pro-rata share of the incurred expenses. Reimbursable costs must be receipted or supported by bills and are limited to:

1. rent, electricity, heat, water, telephone bills;
2. laundry;
3. employees salaries excluding: salary, fees, drawing accounts or any other payment for the **Sole Proprietor** or any other member of the **Sole Proprietor's** profession hired by or working for him or her or salary of the **Sole Proprietor's** family who were not regularly employed by the **Sole Proprietor** for at least 3 months prior to **Permanent Total Disability**;
4. business taxes;
5. printing costs;
6. insurance premiums;
7. depreciation and fixed overhead expenses for normal and customary conduct and operation of the business (costs of merchandise, equipment or other supplies relating to the **Sole Proprietor's** profession, are not covered). Benefit amount is the actual reimbursable costs up to a maximum of \$5,000.00.

## **COVERAGE D - BUSINESS CLOSING EXPENSE BENEFIT**

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**What is covered?** When the **Insured Person** who is a **Sole Proprietor** (Class 1 under the Classification of Insured Person) has been **Totally Disabled**, the **Sole Proprietor** is eligible to receive the Business Closing Expense Benefit.

This benefit reimburses the **Sole Proprietor** for expenses which are directly related to the closing of the **Eligible Business** incurred within the 36 month period following the date of the accident. The reimbursement costs must be receipted or supported by bills and are limited to:

1. fees paid for legal services, excluding those for bankruptcy filings and defense, transfer of ownership and sale of property;
2. fees paid to an outside agency for disconnecting business property and for cleaning the business premises;
3. fees paid for moving business property to storage or final destination.

**What is the amount of coverage?** Benefit amount is the actual reimbursable costs up to a maximum of \$5,000.00.

**What is not covered?** Disability benefits will not be paid to any **Insured Person** or **Eligible Business** if the accident is directly caused by or results from:

1. intentional self-inflicted injuries or illness (while sane or insane);
2. war, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion;
3. committing of or the attempt to commit an assault or criminal offense;
4. intoxication or being under the influence of any alcohol or narcotic unless administered on the advice of a physician;
5. sickness, disease, bodily infirmity or bacterial or viral infection



regardless of how contracted (but not including bacterial infection as a result of an accidental cut or wound or accidental food poisoning);

6. any accident that occurs while the **Insured Person** is serving full-time active duty in the Armed Forces of any country or international authority;
7. travel or flight (including getting in or out, on or off) in any air-craft or device designed to fly above the earth's atmosphere if the craft is being used: a) for test or experimental purposes b) by any military authority c) for travel beyond the earth's atmosphere; or if you are the pilot, crew member, or student pilot of any aircraft; hang-gliding or parachuting (except for self-preservation);
8. all costs that are not receipted or supported by bills and all costs that are not specifically listed.

**When does coverage end?** Coverage for **Insured Person** will end on the date any of the following occur:

- (i) if the Master Policy is cancelled;
- (ii) if the corporate **Card** account of the **Eligible Business** through which the **Insured Person's** corporate **Card** was issued is cancelled;
- (iii) if the **Eligible Business** ceases to be an **Eligible Business**.

**How are claims filed?** Within 30 days after your accident, you must provide us with written notice of your claim.

You can provide notice and get an official claim form by writing to AIG Insurance Company of Canada Head Office.

Within 90 days after your accident, you must provide us with written proof of your loss (generally on the claim form we provided you). If that is not possible, you must do so as soon as it is reasonably possible. However, proof of loss will not be accepted after one year following the date proof of loss was originally required. When you file your claim with AIG Insurance Company of Canada we will provide you with details on how and when to apply for Canada or Quebec Disability Pension Benefits.

Since payment of benefits to an **Eligible Business** depends entirely on whether or not the **Insured Person** actually remains **Totally Disabled** and receives benefits under the Disability Plan for Small Business, the benefits typically will be reimbursed after the expense is incurred. You should accumulate your receipts or supporting bills for eligible expenses you incur and begin sending them to the Head Office of AIG Insurance Company of Canada around the ninth month after the date of the accident which caused **Permanent Total Disability** to the **Insured Person**.

If you are claiming for Coverage B and you are sending your receipts or bills, include the name of the disabled **Insured Person**.

**Where is AIG Insurance Company of Canada Head Office located?**  
AIG Insurance Company of Canada is located at:

**120 Bremner Boulevard, Suite 2200  
Toronto (Ontario)  
M5J 0A8**

For additional information, please call 1-800-869-3016.

For inquiries regarding claims, or to obtain a claim form, please contact us at: [ahclaimscan@aig.com](mailto:ahclaimscan@aig.com).

**How are claims paid?** AIG Insurance Company of Canada will forward a cheque to you or your business upon approval of claim.

## LIMITATION OF ACTIONS

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

### **How is coverage provided for these benefits?**

The Master Policy SRG9021156 has been issued to Amex Bank of Canada effective September 1, 1994. This summary is provided to you so that you have a record of the coverage provided by the Master Policy. *The Policyholder shall, upon request of an Insured Person, provide such person with a copy of this contract.* The Master Policy is the only contract under which benefits are paid. This certificate hereby replaces any others you may have received.

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# CUSTOMER SERVICE NUMBERS

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

**AIG Insurance Company of Canada:** 1-800-869-3016  
Disability Plan for Small Business