



**SUPPLEMENTAL LOST OR STOLEN BAGGAGE INSURANCE PLAN
CERTIFICATE OF INSURANCE
AMEX® TRAVEL INSURANCE**



INTRODUCTION

Supplemental Lost or Stolen Baggage Insurance for AMEX Cardmembers and insured persons.

THIS COVERAGE IS SUPPLEMENTAL TO THE LOST OR STOLEN BAGGAGE INSURANCE COVERAGE PROVIDED ON THE CARDMEMBER'S AMEX CARD.

IMPORTANT – PLEASE READ: This Certificate of Insurance is a valuable source of information and contains provisions that may limit or exclude coverage. Please read this Certificate of Insurance, keep it in a safe place and carry it with you when you travel.

Amex Bank of Canada has been issued group insurance policy **PSI047402221** for Supplemental Lost or Stolen Baggage 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 Travel Insurance – Supplemental Lost or Stolen Baggage Insurance Plan.

RIGHT TO EXAMINE INSURANCE

You have the right to cancel this Certificate of Insurance within 10 days of receipt and receive a full refund. Upon such request, this Certificate of Insurance will be considered to never have been in effect and the Insurer will have no liability under this insurance. You must notify us immediately if you wish to cancel your coverage and written confirmation must be received within 10 days of receipt of the Certificate of Insurance. If your Certificate of Insurance was mailed to you, you have a maximum period of 15 days from the date the Certificate of Insurance was posted.

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

IMPORTANT NOTICE – PLEASE READ CAREFULLY

- Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances and emergencies. It is important that you read and understand your Certificate of Insurance before you travel as your coverage may be subject to certain limitations or exclusions.
- The *basic Cardmember* is responsible for this insurance coverage, including coverage bound by any purchases made by a *supplementary Cardmember* below the age of majority.
- **This Certificate contains clauses which may limit the amounts payable.**

PLEASE READ YOUR CERTIFICATE OF INSURANCE CAREFULLY BEFORE YOU TRAVEL.

WHAT TO DO IN AN EMERGENCY?

If you have an emergency or a claim, while travelling, you can call *Global Excel*.

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

1-844-780-0501 toll-free from the US & Canada, or +819-780-0501 collect from anywhere in the world.

DEFINITIONS

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

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

Card – means the valid American Express credit or charge Card issued to you in Canada by Amex Bank of Canada that has embedded Lost or Stolen Baggage Insurance benefits at no additional charge (please refer to your certificate of insurance).

Cardmember – means a holder of a valid Basic or Supplementary *Card* issued in Canada by Amex Bank of Canada.

Departure point – means the place from which you depart your Canadian province or territory of permanent residence on the first day, and return to on the last day of your intended trip.

Dependent child(ren) – means an unmarried natural, adopted, step or foster child of the *Cardmember* or his or her *spouse* who is, on the *effective date*, at least 15 days old, dependent on the *Cardmember* or his or her *spouse* for support and:

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

Effective date – provided the required premium has been paid, means the date indicated on your Confirmation of Insurance.

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*. Note: Baggage and personal effects will not be covered if the airline ticket is purchased with points from a reward program other than the *Card* reward program.

Global Excel – means Global Excel Management Inc., the company appointed by the Insurer to provide claims and assistance services.

Government health insurance plan – means the health insurance coverage that Canadian provincial and territorial governments provide for their residents.

Insured person – means a *Cardmember*, a *Cardmember's spouse*, and a *Cardmember's dependent children*, whether travelling together or not.

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

Return date – means the date on which *you* are scheduled to return to *your* province or territory of residence. This date is shown on *your* Confirmation of Insurance.

Spouse – means 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.

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

Trip – means the period of time between leaving *your departure point*, up to and including *your return date*, outside *your* Canadian province or territory of residence.

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 – means the *insured person*.

WHO IS ELIGIBLE FOR THIS INSURANCE?

1. This insurance must be:
 - a) purchased prior to *your* date of departure from *your* province or territory of residence; and
 - b) purchased by a *Cardmember* who pays for the *full fare* using a valid Amex Bank of Canada *Card*.
2. *You* must meet the following conditions to be eligible for this insurance:
 - a) *You* must be a *Cardmember* or the *spouse* or *dependent child* of a *Cardmember*; and
 - b) *You* must be a Canadian resident and be covered by the *government health insurance plan* of *your* Canadian province or territory of residence for the entire duration of *your trip*.

HOW DO YOU ENROLL AND BECOME INSURED?

The *Cardmember* may apply through the Enrollment Centre by calling 1-866-587-1029 or by applying online and charging the required premium to *the Cardmember's Card*.

HOW DO YOU PAY FOR COVERAGE OR GET A REFUND?

Premium

Coverage is valid upon payment of premium and subject to the eligibility requirements. The required premium must be paid before *your effective date* by charging *the premium* to

your valid Amex Bank of Canada *Card*. Coverage will be null and void if *Card* charges are invalid.

Refunds

Cancellation requests must be made in writing to *us*, including *your* certificate number, found on your Confirmation of Insurance, to 650-2665 King Ouest, Sherbrooke, QC J1L 2G5.

Other than as outlined above under "Right to Examine Insurance", *you* can cancel *your* coverage before the *effective date* shown on *your* Confirmation of Insurance. If *your* cancellation request is postmarked on or before *your effective date*, *you* will receive a full refund of premium paid.

WHEN DOES COVERAGE BEGIN AND END?

Coverage begins on the later of:

- a) the *effective date* shown on *your* Confirmation of Insurance; or
- b) when the baggage has been checked-in and is in the care, custody and control of a scheduled airline or charter airline, and for carry-on baggage when the *insured person* boards the aircraft, provided that the *full fare* of the airline ticket is charged in advance to the *Cardmember's Card*.

Coverage ends on the earliest of:

- a) When such checked-in baggage has been uploaded and placed in the airport terminal's baggage pick-up area for retrieval by the *insured person* and for carry-on baggage when the *insured person* leaves the aircraft;
- b) the *return date* shown on *your* Confirmation of Insurance;
- c) the date *you* actually return to *your* Canadian province or territory of residence; or
- d) the date on which the maximum sum payable is reached.

CAN COVERAGE BE EXTENDED?

Coverage automatically extends as follows:

1. Coverage is automatically extended for up to 72 hours when the delay of a common carrier in which *you* are a passenger causes *your trip* to extend beyond *your* scheduled *return date*.
2. Regardless of the automatic extension above, coverage will not continue beyond 365 days from *your* latest date of departure from *your departure point*.

WHAT IS COVERED AND WHAT ARE THE BENEFITS?

This insurance provides coverage in addition to the Lost or Stolen Baggage Insurance provided on *your Card*, whenever the *full fare* is paid with the *Card*.

Coverage under this plan may be purchased for Sum Insured Amounts which are in excess of the sum insured amount provided under the Lost or Stolen Baggage Insurance provided on *your Card*. The Sum Insured Amount is \$750 per item insured, up to a maximum of \$7,500 per occurrence.

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

Reimbursement for any one occurrence is supplemental to any amount reimbursed under your Lost or Stolen Baggage Insurance provided on your Card, up to a maximum of \$750 per insured item in aggregate.

The maximum payable for any one occurrence is up to \$7,500 for all items combined.

If an article which is part of a set is lost or damaged, the measure of loss or damage to such article is a reasonable and fair proportion of the total value of the set, but not the total loss of or damage to the set.

GENERAL EXCLUSIONS

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

1. Loss or damage to contact lenses, eyeglasses, sunglasses, artificial teeth and limbs, any device used to record images and/or sound and its equipment and accessories, including but not limited to cameras and camera equipment and accessories, any electronics including but not limited to laptops, iPods, MP3 players and cell phones, sports equipment (except golf clubs and golf bags; skis, ski poles and ski boots; and racquets), statuary, paintings, china or glass objects, objects of art or antiques, household effects and items pertaining to business, perishable items, animals and furs;
2. Cash, securities, bullion, negotiable property, tickets and valuable papers and documents;
3. Any illegal activity, fraud, or criminal activity, committed by or attempted by an *insured person*;
4. Loss or damage as a result of any act of war, whether declared or undeclared, hostile or war like action, insurrection, rebellion, revolution, civil war, usurped power, or action taken by government or public authority in hindering, combating or defending against such action;
5. Loss or damage as a result of 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;
6. Loss or damage as a result of nuclear reaction, nuclear radiation, or radioactive contamination, any weapon of war employing atomic fission or a radioactive force.

HOW DO YOU SUBMIT A CLAIM?

You must file *your* claim with *Global Excel* within 30 days after the *occurrence*.

If *you* need a Claim & Authorization form, please contact *our* Claims Department at:

**73 Queen Street, Sherbrooke, Quebec, J1M 0C9
1-844-780-0501 or +819-780-0501**

When submitting a claim, the following documentation is required (as applicable):

- A copy of the invoice/itinerary, and copy of the account statement in which the *full fare* expense appears, showing the *Card* as the method of payment or showing

it as a free ticket obtained through the redemption of points from the *Card* reward program.

- A copy of the lost or damaged baggage report filed with the airline which includes the completed claim form itemizing the baggage's contents.
- Proof of settlement from the *insured person's* personal insurance company.
- Proof of settlement from the airline company.
- Estimate of repair (for damaged baggage/contents). If not repairable, a note from the repair facility stating same.
- Itemized original receipts for replacement items (if not repairable).

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

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.

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.

GENERAL CONDITIONS

1. 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.
2. 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.
3. 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.
4. The statements *you* furnish as evidence of insurability at the time of application are material to the decision to approve *your* application for insurance. Accordingly, any information that has been misrepresented, misstated 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.

5. Any claim for loss or damage covered under this Certificate of Insurance will be adjusted and paid when satisfactory proof of the loss or damage is provided to *us*. *You* must give proof of loss and values of the items lost or damaged to *us*. All benefits will be paid to the *insured person*.
6. We will not pay more than the lesser of the following amounts:
 - a) The actual replacement cost of the property at the time of loss or damage; or
 - 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; or
 - c) The actual cash value of the item at the time of loss should it not be replaced; or
 - d) The amount for which the property could be repaired to its condition prior to the damage; or
 - e) The maximum benefit applicable under this Certificate of Insurance.
7. 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.
8. This contract is void in the case of fraud or attempted fraud by *you*, or if *you* conceal or misrepresent any material fact or circumstance concerning this insurance.
9. Throughout this document, any reference to age refers to *your* age on the date of insurance application.
10. When making a claim under this insurance, *you* must provide the applicable documents *we* require. Failure to provide the applicable documentation will invalidate *your* claim.
11. This document, including the application for insurance and Confirmation of Insurance, is the entire contract between *you* and the Insurer. Despite any other provision of this contract, this contract is subject to any applicable federal and provincial statutes concerning contracts of insurance.
12. On request *you* or a claimant under the contract will be provided with a copy of *your* application and any evidence of *your* insurability provided to the Insurer. 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).
13. 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 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 (“*we*”, “*us*”) collect, use and disclose, personal information (including to and from *your* agent or broker, *our* affiliates and/or subsidiaries, referring organizations and/or third party providers/suppliers) for insurance purposes, such as administering insurance, investigating and processing claims and providing assistance services.

Typically, we collect personal information from individuals who apply for insurance, and from policyholders, insureds and claimants. In some cases we also collect personal information from and exchange personal information with family, friends or travelling companions when a policyholder, insured or claimant is unable, for medical or other reasons, to communicate directly with *us*. We also collect and disclose information for the insurance purposes from, to and with, third parties such as, but not necessarily limited to, health care practitioners and facilities in Canada and abroad, government and private health insurers and family members and friends of policyholders, insureds or claimants. In some instances we may additionally maintain or communicate or transfer information to health care and other service providers located outside of Canada, particularly in those jurisdictions to which an insured may travel. As a result, personal information may be accessible to authorities in accordance with the law of these other jurisdictions. For more information about *our* privacy practices or for a copy of *our* privacy policy, visit www.rsatravelinsurance.com.

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