

CERTIFICATES OF INSURANCE

AMERICAN EXPRESS® GREEN CARD

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BUYER'S ASSURANCE® PROTECTION PLAN

Effective Date of this Certificate:
August 16, 2021

INTRODUCTION

Royal & Sun Alliance Insurance Company of Canada (referred to in this Certificate as the "Insurer") 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 Insurer, 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.

IMPORTANT NOTICE - PLEASE READ CAREFULLY

- Coverage is only available if you are a resident of Canada.
- The *basic Cardmember* is responsible for this insurance coverage, including coverage bound by any purchases made by a *supplementary Cardmember* below the age of majority.
- This Certificate contains clauses which may limit the amounts payable.

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

PART I 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 an American Express® Green Card issued by Amex Bank of Canada ("American Express").

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

Item means a new item (a pair or set being one item) of personal property (not purchased by or for use by a business for commercial purposes), 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.

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

PART II DESCRIPTION OF COVERAGE

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. In the event the *item's* original *manufacturer's warranty* is no longer available due to bankruptcy of the manufacturer, this insurance will provide coverage immediately following the manufacturer's date of bankruptcy, up to a maximum of one full year.

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

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 Insurer 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 Insurer'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 Insurer hereunder.

PART IV ADDITIONAL TERMS, CONDITIONS, RESTRICTIONS AND EXCLUSIONS

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. Business property including but not limited to 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 Insurer 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 Insurer within 60 days from the date of the *occurrence* (or 30 days after request by the Insurer) to remain eligible for benefits.
- 5) For some claims, the *Cardmember* may be required to send in the damaged *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 Insurer is not liable for more than the repair or replacement value of the part damaged, including the cost of installation. Where parts of a pair or set are usable individually, liability will be limited to payment equal to a proportionate part of the *purchase price* for the *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 Insurer and assign to the Insurer all legal rights which the *Cardmember* has against all other parties for the loss. The *Cardmember* shall give the Insurer all such assistance as the Insurer may reasonably require to secure its rights and remedies, including the

execution of all documents necessary to enable the Insurer 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 Insurer 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 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 economic, financial, or trade sanctions imposed under the laws of Canada, the European Union, the United Kingdom, or any other applicable jurisdiction.

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 or request a copy by calling 1-888-877-1710.

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PURCHASE PROTECTION[®] PLAN

Effective Date of this Certificate:

August 16, 2021

INTRODUCTION

Royal & Sun Alliance Insurance Company of Canada (referred to in this Certificate as the “Insurer”) provides the insurance for this Certificate under 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 Insurer, 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 card issuer 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 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.

IMPORTANT NOTICE - PLEASE READ CAREFULLY

- Coverage is only available if you are a resident of Canada.
- The *basic Cardmember* is responsible for this insurance coverage, including coverage bound by any purchases made by a *supplementary Cardmember* below the age of majority.
- This Certificate contains clauses which may limit the amounts payable.

For confirmation of coverage or for any questions concerning the information in this Certificate, call toll free **1-800-243-0198** (in Canada and the United States) or call collect **+905-475-4822** (elsewhere in the world).

PART I 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 an American Express[®] Green Card issued by Amex Bank of Canada (“American Express”).

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

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 of set being one item) of personal property (not purchased by or for use by a business for commercial purposes), for which at least a portion of the *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 and where at least a portion of the cost is charged to the *Cardmember's Card*.

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

PART II TERM OF COVERAGE

A. WHEN COVERAGE BEGINS:

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 the Policy;
3. The date on which the Policy is cancelled.

PART III DESCRIPTION OF COVERAGE

The Purchase Protection Plan automatically, without registration, protects most *insured items* when at least a portion of the *purchase price* is charged to the *Card* by insuring the item for ninety (90) days from the date of purchase in the event of direct physical damage or theft (hereinafter called "Loss") anywhere in the world, if the item is not covered by *other insurance*. If the item is stolen or damaged, it will be replaced, repaired, or the *Cardmember* will be reimbursed at the portion of the *insured item* that was charged to the *Card*, at the discretion of the Insurer. Items the *Cardmember* gives as gifts are covered under the Purchase Protection Plan subject to compliance with the terms and conditions of this Certificate.

PART IV LIMITATIONS

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 Insurer for any *insured item* under this Certificate shall not exceed the *purchase price* of that item.
4. For *insured items* where only a portion of the *purchase price* is charged to the *Card*, total liability will be limited to the portion of the *purchase price* charged to the *Card*.
5. Claims for *insured items* belonging to a pair or set will be paid for at the portion of the *purchase price* charged to the *Card* of the pair or set providing the items are not useable individually and cannot be replaced individually. Where parts of a pair or set are usable individually, liability will be limited to payment equal to a proportionate part of the *purchase price* that the number of lost, stolen or damaged parts bear to the number of parts in the complete pair or set.

6. Valid claims will be settled, at the Insurer's sole option, either by replacing, repairing or rebuilding the *insured item* or by cash payment in an amount not to exceed the *purchase price*, subject always to the limits of liability.

PART V EXCLUSIONS

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. Property solely used and pertaining to a business, profession or occupation;
 - j. Property as a result of deliberate physical abuse to the property, excluding vandalism;
 - k. Property which was procured illegally; or
 - l. Where the *Cardmember* knowingly makes a false or fraudulent claim.

PART VI NOTICE OF LOSS AND CLAIMS

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).

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 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 the request from the Insurer, the *Cardmember* will, at the *Cardmember's* expense, send the damaged *insured item* for which a claim is made to the Insurer. When a claim is paid, the *Cardmember* shall, upon request from the Insurer, transfer the *insured item* and assign the legal right to the *insured item's* ownership to the Insurer to the extent of the Loss indemnified under this Certificate.

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 The Insurance Act before there can be any recovery under this Certificate whether the right to recover on the contract is disputed or not, and independently of all other questions. 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]), all other loss of, or damage, to any part of the *insured item*, consisting, when complete for use, of several parts, the Insurer is not liable for more than the repair or replacement value of the part damaged, including the cost of installation.

SUBROGATION

When a claim is paid, the *eligible person* shall, upon request from the Insurer, transfer the item to the Insurer and assign the legal right to recover from the party responsible for the Loss to the Insurer 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 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 economic, financial, or trade sanctions imposed under the laws of Canada, the European Union, the United Kingdom, or any other applicable jurisdiction.

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

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 or request a copy by calling 1-888-877-1710.

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CUSTOMER SERVICE NUMBERS

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

Buyer's Assurance® Protection Plan

Purchase Protection® Plan