

# INSURANCE CERTIFICATE

## \$100,000 COMMON CARRIER ACCIDENT INSURANCE

Royal & Sun Alliance Insurance Company of Canada (herein called the "Company") certifies that the persons described below (herein individually called the "**Insured Person**") are insured against a **Loss** specified in the Schedule of Accidental Losses, resulting directly and independently of all other causes from **Accidental Bodily Injury** which arises within the Scope of Coverage, and is suffered by the **Insured Person** while Master Policy PSI033769023 (herein called the "Policy") is in force, to the extent set forth in the Policy, subject to all of its privileges and provisions. This is not a contract of insurance. A **Cardholder** or a claimant under the Policy may, on request to the Company, obtain a copy of the Policy, subject to certain access limitations permitted by applicable law. This coverage may be cancelled, changed or modified at the option of **CIBC** at any time without notice. This certificate replaces any and all certificates previously issued to the **Cardholder** with respect to the Policy.

This certificate outlines what Common Carrier Accident Insurance is and what is covered along with the conditions under which a payment will be made. It also provides instructions on how to make a claim. Confirmation of coverage or any questions concerning the details contained herein, if in Canada or Continental U.S.A., including Hawaii, please call toll free at: **1 866 363-3338**. From all other locations, including Mexico, call collect to: **905 403-3338**.

**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.**

### DEFINITIONS

Throughout this certificate, all bold, capitalized terms have the meanings described below:

"**Accidental Bodily Injury**" means bodily injury which is sustained by the **Insured Person** as a direct result of an unintended, unanticipated event, provided such event is external to the body and occurs while the **Insured Person's** insurance under the Policy is in force.

"**Business**" means the entity that has entered into a CIBC Business Credit Card Agreement (Business Liability).

"**Card**" means a CIBC Corporate Classic *PlusVisa*® Card.

"**Cardholder**" means an individual to whom a **Card** has been issued at the request of the **Business**.

"**CIBC**" means Canadian Imperial Bank of Commerce.

"**Common Carrier**" means any land, water, or air conveyance operated under a license for the transportation of **Passengers** for hire and for which a **Ticket** has been obtained. Common carrier does not include any conveyance that is hired or used for a sport, gamesmanship, contest, cruise and/or recreational activity, regardless of whether such conveyance is licensed.

"**Insured Person**" means the **Cardholder** whose name is embossed on the **Card** and whose **Card** is in good standing.

"**Full Fare**" means at least seventy-five percent (75%) of the **Common Carrier Ticket** price on offer, which was charged to the **Insured Person's Card**. Full fare is extended to include a **Common Carrier Ticket** obtained through the redemption of points from the **Card** travel reward program.

"**Loss**" and "**Losses**" means a loss:

1. Of hand or foot, means complete severance through or above the wrist or ankle joint;
2. Of arm or leg, means complete severance through or above the elbow or the knee joint;
3. Of thumb and index finger, means complete severance through or above the first (1<sup>st</sup>) phalange;
4. Of sight of one eye, means the total and irrecoverable loss of sight of an eye, such that corrected visual acuity must be 20/200 or less;
5. Of speech, means the complete and irrecoverable loss of the ability to utter intelligible sounds;
6. Of hearing, means permanent loss of hearing in both ears, with an auditory threshold of more than ninety (90) decibels in each ear;
7. Related to quadriplegia, paraplegia and hemiplegia, means the complete and irreversible paralysis of such described limbs; or
8. Of use, means the total and irrevocable loss of use provided it is continuous and is determined to be permanent by a physician approved by the Company.

"**Passenger**" means an **Insured Person** riding onboard a **Common Carrier**. The definition of passenger does not include a person acting as a pilot, operator or crew member.

"**Ticket**" means a form of documentation in which the **Full Fare** is pre-paid and charged to the **Insured Person's Card** and allows for the admission of an **Insured Person** onto a **Common Carrier**. Ticket is extended to include a **Common Carrier** ticket included in a travel itinerary package provided the **Full Fare** has been pre-paid with the **Card** and clearly identified as an inherent part of such travel itinerary package **Full Fare**.

SCOPE OF COVERAGE

Subject to the terms of the Policy, a covered accident is all those to which the **Insured Person** may be exposed while:

- 1. Riding as a **Passenger** in, on, boarding or alighting from a **Common Carrier** for which the **Full Fare** was charged to the **Insured Person's Card**;
- 2. Travelling as a **Passenger** in, on, boarding or alighting from a **Common Carrier** directly to or from a terminal, station, pier or airport, either:
  - a) Immediately preceding a scheduled departure onboard a **Common Carrier**; or
  - b) Immediately following a scheduled arrival of a **Common Carrier**;
- 3. In the terminal, station, pier or airport prior to or after boarding or alighting from a **Common Carrier**.

DESCRIPTION OF BENEFITS

If **Accidental Bodily Injury**, directly and independently of all other causes, results in any of the following **Losses** within three hundred and sixty-five (365) days after the date of a covered accident, as described in the Scope of Coverage, the Company will pay a benefit for the **Loss** based on the applicable amount from the following table:

SCHEDULE OF ACCIDENTAL LOSSES

Amount

Loss of life	\$100,000
Quadriplegia (both upper and lower limbs)	\$100,000
Paraplegia (both lower limbs)	\$100,000
Hemiplegia (upper and lower limbs of one side of body)	\$100,000
Loss of speech	\$100,000
Loss of hearing	\$100,000
Loss or loss of use of one arm or one leg	\$75,000
Loss or loss of use of one hand or one foot	\$50,000
Loss of sight of one eye	\$50,000
Loss or loss of use of thumb and index finger of the same hand	\$25,000

The maximum indemnity payable to an **Insured Person** resulting from one (1) accident, regardless of the number of **Losses**, is limited to one hundred thousand dollars (\$100,000).

EXPOSURE AND DISAPPEARANCE

Unavoidable exposure to the elements will be covered as any other **Loss**, provided such exposure is sustained within the Scope of Coverage. The **Insured Person** will be presumed to have suffered accidental **Loss** of life if the **Insured Person's** body is not found within one (1) year after the disappearance, stranding, sinking or wrecking of any **Common Carrier** onboard which the **Insured Person** was riding at the time of the accident, subject to all other terms of the Policy.

EXCLUSIONS

The Policy does not cover **Loss** caused by or resulting from any of the following:

- 1. Intentional self-inflicted injuries;
- 2. Suicide or attempted suicide;
- 3. Sickness, disease, medical conditions and bacterial infection of any kind;
- 4. Any act of declared or undeclared war;
- 5. Commission or attempted commission of a criminal offence by the **Insured Person**;
- 6. Riding onboard a **Common Carrier** with a status other than **Passenger**;
- 7. Use of drug and/or alcohol if such use caused or contributed to the accident.

INDIVIDUAL TERMINATION OF INSURANCE

The insurance coverage of any **Insured Person** shall terminate on the earliest of the following:

- a) When the **Insured Person** has alighted from a **Common Carrier** and has departed from the terminal, station, pier or airport;
- b) The date the Policy is terminated;
- c) The date such **Insured Person's Card** is cancelled or his/her **Card** privileges are terminated.

## GENERAL PROVISIONS

### CURRENCY

All sums payable under this certificate shall be in the legal currency of Canada.

### NOTICE OF LOSS/PROOF OF LOSS/PAYMENT OF CLAIMS

#### TO SUBMIT A CLAIM, PLEASE CALL:

If in Canada or Continental U.S.A., including Hawaii, please call toll free at: **1 866 363-3338**. From all other locations, including Mexico, call collect to: **905 403-3338** or visit **cibccentre.rsagroup.ca**

When the Company is told of a claim, they will provide the claimant forms for filing proof of **Loss**.

Notice of claim must be given to the Company as soon as reasonably possible. Where possible, written notice should be given to the Company within ninety (90) days after the occurrence of any **Loss**. Such notice given by or on behalf of the **Insured Person** must provide particulars sufficient to identify the **Insured Person**.

Benefits payable under the Policy for any **Loss** will be paid upon receipt of due proof of **Loss**.

### BENEFICIARY

Any benefit payable in the event of the loss of life of an **Insured Person** will be payable to the estate of the **Insured Person**. All other benefits will be payable to the **Insured Person**.

### PHYSICAL EXAMINATION AND AUTOPSY

The Company, at its expense, has the right to have the **Insured Person** examined as often as reasonably necessary while a claim is pending. It may also conduct an autopsy unless prohibited by law.

### LEGAL ACTION

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), 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.

### YOUR PRIVACY ON THIS INSURANCE

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.

This insurance is underwritten by Royal & Sun Alliance Insurance Company of Canada.

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