

# 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") are insured against a Loss specified in the Schedule of Accidental Losses (herein called "Loss"), resulting directly and independently of all other causes from Accidental Bodily Injury which arises within the Scope of Coverage, and is suffered by an Insured while Policy PSI 033769023 (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.

### DEFINITIONS

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

**"Card"** means a CIBC Classic Visa\* Card, a CIBC bizline® Visa\* Card, a CIBC Dividend® Card, a CIBC Select Visa\* Card, a CIBC U.S. Dollar Visa\* Card or a CIBC Wood Gundy Asset Advantage Account® Visa\* Card in good standing.

**"Cardholder"** means the person in whose name Canadian Imperial Bank of Commerce opens a Card account and who is the Primary Cardholder, as defined in the Cardholder Agreement.

**"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.

**"Dependent Child"** means any natural child, any legally adopted child, any step-child of or any child dependent upon the Cardholder in a "parent-child" relationship for maintenance and support who is:

- a) Under the age of 21 years and unmarried;
- b) Under the age of 25 years and unmarried and in full-time attendance at an institution of higher learning; or
- c) By reason of mental or physical infirmity, incapable of self-sustaining employment and totally dependent upon the Cardholder for support within the terms of the Income Tax Act (Canada).

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

**"Insured"** means Cardholder, Spouse and Dependent Child whether travelling together or not, when the Full Fare is charged to the Cardholder's Card account. An Authorized User, as defined in the Cardholder Agreement, who is not the primary Cardholder's Spouse or Dependent Child is not covered.

**“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 (1st) 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;
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 riding onboard a Common Carrier. The definition of passenger does not include a person acting as a pilot, operator or crew member.

**“Spouse”** means the person the primary Cardholder is legally married to or a partner the primary Cardholder has lived with for a minimum of twelve (12) consecutive months and who is publicly presented as his/her spouse.

**“Ticket”** means a form of documentation in which the Full Fare is pre-paid and charged to the primary Cardholder’s Card and allows for the admission of an Insured 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 inherent part of such travel itinerary package Full Fare.

## **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 table below:

### **SCHEDULE OF ACCIDENTAL LOSSES**

	<b>Amount</b>
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 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 will be presumed to have suffered accidental Loss of life if the Insured's body is not found within one (1) year after the disappearance, stranding, sinking or wrecking of any Common Carrier onboard which the Insured was riding at the time of the accident, subject to all other terms of the Policy.

## **SCOPE OF COVERAGE**

Subject to the terms of the Policy, a covered accident is all those to which the Insured 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 Cardholder'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.

## **EXCLUSIONS**

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

1. Intentionally self-inflicted injuries;
2. Suicide or attempted suicide while sane or insane;
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;
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 shall terminate on the earliest of the following:

- a) When the Insured 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 expiration of the Policy term for which premium has been paid;
- d) The date such Insured'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 AND PROOF OF LOSS**

Written 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 must provide particulars sufficient to identify the Cardholder. Such notice to be given to:

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

### **CLAIMS FORMS**

When the Company is told of a claim, it may give the claimant forms for filing proof of Loss. If these forms are not given to the claimant within 15 days, the claimant will give the Company a written statement of the extent of the Loss within the time stated in the Proof of Loss Provisions.

### **PAYMENT OF CLAIMS**

Benefits payable under the Policy for any Loss will be paid upon receipt of due proof of Loss. Benefits are payable under the Policy in the lawful money of Canada.

### **BENEFICIARY**

Benefit payable in the event of the Loss of life of a Cardholder will be payable to the estate of the Cardholder. All other benefits will be payable to the Cardholder.

### **PHYSICAL EXAMINATION AND AUTOPSY**

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

### **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 Company shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this certificate 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.

## **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.

## **AMENDMENT**

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 Cardholder with respect to the Policy.

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