

# CERTIFICATE OF INSURANCE

## \$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

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**COVERED PERSONS**

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 a Blue Sky® Credit 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**

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**

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 thereof, 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 thereof, 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**

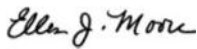
Chubb Life, our reinsurers and authorized administrators (collectively “We”) collect and keep information about you, which is needed to provide the products and services you request. We collect information from you, either directly or through our representatives. We may also need to consult existing 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, Suite 2500, 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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