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.


“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;

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).

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

“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.

“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 irrecoverable loss of use provided it is continuous and is determined to be permanent by a physician approved by the Company.

“Passenger” means an Insured traveling 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:

<table>
<thead>
<tr>
<th>SCHEDULE OF ACCIDENTAL LOSSES</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss of life</td>
<td>$500,000</td>
</tr>
<tr>
<td>Quadriplegia (both upper and lower limbs)</td>
<td>$500,000</td>
</tr>
<tr>
<td>Paraplegia (both lower limbs)</td>
<td>$500,000</td>
</tr>
<tr>
<td>Hemiplegia (upper and lower limbs of one side of body)</td>
<td>$500,000</td>
</tr>
<tr>
<td>Loss of speech</td>
<td>$500,000</td>
</tr>
<tr>
<td>Loss of hearing</td>
<td>$500,000</td>
</tr>
<tr>
<td>Loss or Loss of use of one arm or one leg</td>
<td>$375,000</td>
</tr>
</tbody>
</table>

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) When the Insured has alighted from a Common Carrier and has departed from the terminal, station, pier or airport;

c) The date the Policy is terminated;

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
Claims Management Services
CIBC Common Carrier Accidental Insurance
2225 Erin Mills Parkway
Suite 1000
Mississauga, Ontario L5K 2S9

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.

LEGAL ACTION
No legal action may be brought to recover on the Policy until sixty (60) days after the Company has been given written proof of Loss. No such action may be brought after three (3) years from the time written proof of Loss is required to be given.

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 or request a copy by calling 1-888-817-1710.

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.