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# Travel Accident Insurance

Canada – Executive Explorer and Executive Card Accounts

(applies to both Visa and Mastercard)

## Description of Coverage provided for Bank of America

### Description of Coverage

This Description of Coverage replaces any and all Descriptions of Coverage previously issued to the insured with respect to insurance described herein.

Your Guide to Benefit describes the benefit in effect as of 11/1/19. Benefit information in this guide replaces any prior benefit information you may have received. Please read and retain for your records. Your eligibility is determined by your financial institution.

### Travel Accident Insurance

Travel Accident Insurance provides coverage for a broad range of Losses – including Accidental Loss of Life, Limb, Sight, Speech or Hearing – that occur while riding as a passenger in, entering, or exiting any Common Carrier. Coverage is also provided on a twenty-four (24) hour basis during an eligible trip. The full Benefit Amount of **one million (\$1,000,000.00) dollars** is payable for Accidental Loss of Life.

We will pay the following percentages of the Loss of Life Benefit Amount for specific Losses:

Loss	Percentage of Loss of Life Benefit Amount
Accidental Loss of Life; Loss of Speech; Loss of Hearing; Loss of Speech and One of Loss of Hand, Foot or Sight of One Eye; Loss of Hearing and one of Loss of Hand, Foot or Sight of One Eye; Loss of both Hands, both Feet, Loss of Sight or any combination of a Hand, Foot, or Sight	100%
Accidental Loss of Hand, Foot or Sight of One Eye (any one of each); Loss of Speech or Loss of Hearing	50%
Accidental Loss of Thumb and Index Finger of the same hand	25%

We will pay the applicable Benefit Amount if an Accident results in a Loss not otherwise excluded. The Loss must occur within one (1) year of the Accident. If a Covered Person has multiple Losses as the result of one Accident, We will pay only the single largest Benefit Amount applicable to the Losses suffered.

If, due to an Accident, the Covered Person has not been found within one (1) year of the disappearance, stranding, sinking, or wrecking of any Conveyance in which the Covered Person was covered as an occupant, it will be assumed, subject to all other terms of the policy, that the Covered Person has suffered Loss of Life covered under this policy.

If, due to an Accident, the Covered Person is unavoidably exposed to the elements and as a result of this exposure suffer a Loss, this will be covered under the coverage.

The Loss of Life benefit will be paid to the beneficiary designated by you. If no such designation has been made, the benefit will be paid to the first surviving beneficiary in the following order: a) your Spouse, b) your child(ren), c) your parents, d) your brothers and sisters, e) your estate. You have the right to name a beneficiary. Beneficiary designations must be submitted in writing to the Plan Administrator. If any beneficiary has not reached the legal age of majority, then We will pay such beneficiary's legal guardian.

### **Who is eligible for this benefit?**

This insurance is provided to the Cardholder and all Covered Persons when a trip is charged to a covered Account and/or Rewards programs associated with the covered Account. If the Cardholder charges multiple Common Carrier fares to his or her Account for a Trip, each Covered Person is eligible to receive the benefit. Covered Persons do not need to be traveling with the Cardholder for benefits to apply.

### **When does it apply?**

Covered Persons are eligible for insurance up to **one million (\$1,000,000) dollars** against Accidental Loss of Life, Limb, Sight, Speech or Hearing:

- 1) while riding as a passenger in, entering or exiting any Common Carrier on which passage has been purchased for the Covered Person;
- 2) while at the airport, terminal or station, at the beginning or end of the Trip; or
- 3) while traveling to or from the airport, terminal, or station: a) immediately preceding the departure of the scheduled Common Carrier on which passage has been purchased for the Covered Person; or b) immediately following the arrival of the scheduled Common Carrier on which the Covered Person was a passenger; and
- 4) on a twenty-four (24) basis during the first 30 days of an eligible trip.

An eligible trip is activated when travel begins on the departure date printed on the Common Carrier ticket and terminates when travel ends on the return date printed on the Common Carrier ticket. For eligible trips more than thirty (30) days in length, coverage remains in effect until 12:01 a.m. on the thirty-first (31st) day of the eligible trip; and will be reactivated only for the Covered Person's return trip while: 1) on a Common Carrier; or 2) riding as a passenger in, entering or exiting any Conveyance licensed to carry the public for hire or any Courtesy Transportation provided without a specific charge and while traveling to or from the airport, terminal or station: a) immediately preceding the departure of the scheduled Common Carrier on which the Covered Person has purchased passage; or b) immediately following the arrival of the scheduled Common Carrier on which the Covered Person was a passenger; or 3) at the airport, terminal or station at the beginning or end of the Trip.

If the purchase of the Common Carrier passenger fare is not made prior to the Covered Person's arrival at the airport, terminal or station, coverage will begin at the time the cost of the Common Carrier passenger fare is charged to the eligible Account. Travel Accident insurance does not include Commutation.

#### **What is the Limit of Insurance?**

In the event of multiple Accidental deaths per Account arising from any one Accident, Our liability for all such Losses will be limited to a maximum limit of insurance equal to two (2) times the applicable Benefit Amount for Loss of Life. Benefits will be proportionately divided among the Covered Persons up to the maximum limit of insurance.

#### **What is *not* covered?**

This insurance does not apply to any Accident when any trade or economic sanctions prohibit insurance of any Accident or when there is any other legal prohibition against providing insurance for any Accident.

This insurance does not cover Loss resulting from:

- an Accident occurring while a Covered Person is in, entering, or exiting any aircraft while acting or training as a pilot or crew member (This exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life threatening emergency);
- a Covered Person's emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection, or bodily malfunctions (This exclusion does not apply to

Loss resulting from an Covered Person's bacterial infection caused by an Accident or from Accidental consumption of a substance contaminated by bacteria);

- suicide, attempted suicide or intentionally self-inflicted injuries;
- declared or undeclared War (Declared or undeclared War does not include acts of terrorism).

**How to file a claim:**

**FOR CLAIMS RELATED MATTERS ONLY** - you may submit a claim directly to Chubb Insurance Company of Canada. To file a claim directly with Chubb Insurance Company of Canada contact the Claim Administrator, Crawford & Company (Canada) Inc. Complete all items on the required claim form, attach all appropriate documents, and mail or fax to:

Crawford & Company (Canada) Inc.

National Claims Management Centre

400-90 Matheson Boulevard West

Mississauga, Ontario L5R 2R3

Call Toll Free - 855-897-8512

Fax - 905-602-0185

Email: [newhumanriskclaims@crowco.ca](mailto:newhumanriskclaims@crowco.ca)

**Please Reference Policy # 99069417**

**Follow these steps to file a claim:**

1. Written claim notice must be given to Us within twenty (20) days after the occurrence of any Loss covered by this benefit or as soon as reasonably possible. Failure to give notice within twenty (20) days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.
2. When We receive notice of a claim, We will send you forms for giving Proof of Loss to Us within fifteen (15) days. If you do not receive the forms, you should send Us a written description of the Loss.
3. Complete Proof of Loss must be given to Us within ninety (90) days after the date of Loss, or as soon as reasonably possible. Failure to give complete Proof of Loss within these time frames will not invalidate any otherwise valid claim if notice is given as soon as reasonably possible and in no event later than one (1) year after the deadline to submit complete Proof of Loss.
4. We will pay you the applicable Benefit Amount within sixty (60) days after We receive complete Proof of Loss and you have complied with all the terms of this benefit.

Specific questions and request for a claim form may be submitted to the **Plan Administrator** at the following address:

cbsi Card Benefit Services  
550 Mamaroneck Avenue, Suite 309  
Harrison, NY 10528

**General Provisions:**

**Access to Documents** - The Covered Person, and any claimant under the insurance, may request a copy of the policy, subject to certain access restrictions.

**Limitation of Actions** - 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 (or other applicable legislation) in the Cardholder's province or territory of residence.

**Privacy** - At Chubb, We are committed to protecting our customers' privacy. Chubb's policy is to limit access to customer information to those who need it to serve customers' insurance needs and to maintain and improve customer service. The information provided by customers is required by Us, Our reinsurers and authorized administrators to assess customers' entitlement to benefits, including but not limited to determining if coverage is in effect, investigating the applicability of exclusions and coordinating coverage with other insurers. For these purposes, We, Our reinsurers and authorized administrators consult existing insurance files about customers, collect additional information about and from customers, and where required, collect information from and exchange information with, third parties. We do not disclose customer information to third parties other than Our agents and brokers, except as necessary to conduct business, e.g., processing claims or as required by law. We advise customers that, in some instances, employees, service providers, agents, reinsurers, and any of their providers, of Chubb may be located in jurisdictions outside Canada and that customers' personal information may thus be subject to the laws of those foreign jurisdictions.

The Privacy Officer; Chubb Insurance Company of Canada, 199 Bay Street, 25th Floor, Toronto, Ontario, M5L 1E2. For more information on privacy at Chubb, visit [Chubb.com/ca](http://Chubb.com/ca)

**Complaints Procedures** - If a Covered Person has a complaint or inquiry about any aspect of this insurance coverage, please call 1-877-534-3655 between 8:00 a.m. and 8:00 p.m. (ET), Monday to Friday.

If for some reason the Covered Person is not satisfied with the resolution to their complaint or inquiry, the Covered Person may communicate their complaint or inquiry in writing to our complaints officer:

Chubb Insurance Company of Canada

199 Bay Street, Suite 2500

P.O. Box 139 Commerce Court Postal Station

Toronto, ON M5L 1E2

Email: [complaintscanada@chubb.com](mailto:complaintscanada@chubb.com)

If the Covered Person is still not satisfied with the resolution to their complaint or inquiry, the Covered Person may communicate their complaint or inquiry to:

General Insurance OmbudService

1-877-225-0446

<https://www.giocanada.org/complaint-form/>

**Definitions:**

**Accident or Accidental** means a sudden, unforeseen and unexpected event happening by chance.

**Accidental Bodily Injury** means bodily injury which is Accidental, is the direct source of a Loss, is independent of disease, illness or other cause and occurs while this policy is in force.

**Account** means a commercial credit card Account issued by Bank of America.

**Benefit Amount** means the amount which applies to you at the time the entire cost of the fare is charged to your Account during the policy period.

**Cardholder** means an individual to whom a commercial card Account has been issued by Bank of America.

**Common Carrier** means any commercially licensed motorized land, water or air Conveyance, operated by an organization organized and licensed for the transportation of passengers for hire and operated by an employee or an individual under contract.

**Commutation** means travel between your residence and regular place of employment.

**Conveyance** means any motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority with competent jurisdiction.

**Courtesy Transportation** means transportation provided without a specific charge by a rental car agency, airport or hotel which transports the Covered Person from the airport or station to the rental car agency or hotel, or from the rental car agency or hotel to the airport or station.

**Covered Person** means the eligible Cardholder, the Cardholder's Spouse and Dependent Children, and person(s) employed by the company for which the Account is issued. Covered Person also means person(s) employed by or authorized by the company for which the Account is issued and for whom a ticket was purchased using the Account.

**Loss** means Accidental Loss of Foot, Loss of Hand, Loss of Hearing, Loss of Life, Loss of Sight, Loss of Sight of One Eye, Loss of Speech, Loss of Thumb and Index Finger; Loss must occur within one year after the Accident.

**Loss of Foot** means the complete severance of a foot through or above the ankle joint.

**Loss of Hand** means a complete severance, as determined by a Physician, of at least 4 fingers at or above the metacarpal phalangeal joint on the same hand or at least 3 fingers and the thumb on the same hand.

**Loss of Hearing** means permanent, irrecoverable and total deafness, as determined by a Physician, with an auditory threshold of more than 90 decibels in each ear; the deafness cannot be corrected by any aid or device.

**Loss of Life** means death, including clinical death, as determined by the local governing medical authority where such death occurs within 365 days after an Accident.

**Loss of Sight** means permanent loss of vision; remaining vision must be no better than 20/200 using a corrective aid or device, as determined by a Physician.

**Loss of Sight of One Eye** means permanent loss of vision of one eye; remaining vision in that eye must be no better than 20/200 using a corrective aid or device as determined by a Physician.

**Loss of Speech** means the permanent, irrecoverable and total loss of the capability of speech without the aid of mechanical devices, as determined by a Physician.

**Loss of Thumb and Index Finger** means complete severance, through the metacarpal phalangeal joints, of the thumb and index finger of the same hand, as determined by a Physician.

**Physician** means a person who is licensed as a medical doctor or a doctor of osteopathy by the laws of the jurisdiction in which treatment is given and who is qualified to provide the medical treatment. A Physician does not include a family member of the Covered Person, a social worker, a physical therapist or an intern.

**Proof of Loss** means written evidence acceptable to Us that an Accident, Accidental bodily injury or Loss has occurred.

**Rewards** means points, miles, cash Rewards, or any other type of redeemable Rewards, as well as any redeposit fees charged by a Rewards administrator, provided that all Rewards have been accumulated by the Cardholder through use of a Rewards program sponsored by Bank of America.

**Spouse** means a person of the same or opposite sex who is legally married to and cohabits with the Cardholder, or if there is no such person, is a person who qualifies as a common law or domestic partner under the provisions of any applicable federal, provincial, territorial, state or local law.

**Travel Supplier** means an airline, or railroad or other Common Carrier.



**Trip** means travel booked through a Travel Supplier when the entire fare for such transportation has been charged to the Cardholder's Account or has been paid for with redeemable Rewards that were accumulated by the Cardholder from a Rewards program sponsored by Bank of America. Trip must occur while the insurance is in force.

**War** means hostilities following a formal declaration of War by a governmental authority; in the absence of a formal declaration of War by a governmental authority, armed, open and continuous hostilities between two countries or armed, open and continuous hostilities between two factions, each in control of territory or claiming jurisdiction over the geographic area of hostility.

**We, Us and Our** means Chubb Insurance Company of Canada.

As a handy reference guide, please read this and keep it in a safe place with your other insurance documents. This description of coverage is not a contract of insurance but is a summary of the principal provisions of the insurance while in effect. Complete policy provisions are contained in the master policy, on file with the policyholder.

This information is a brief description of the important features of this insurance plan. It is not an insurance contract. Insurance benefits are underwritten by Chubb Insurance Company of Canada.