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Insurance Certificate Common Carrier Accident Insurance

For VISA Desjardins US Business cardholders Corporate Insurance Plan

The benefits described in this document become effective March 1, 2013.

Desjardins Insurance, (hereinafter referred to as the "Insurer"), certifies that a group insurance policy has been issued for VISA Desjardins and that it covers all VISA Desjardins US *Business* cardholders under the Corporate Insurance Plan, provided they satisfy the eligibility criteria, against the losses specified in the **Benefits** section of this insurance certificate.

Each VISA Desjardins US *Business* cardholder under the Corporate Insurance Plan is eligible for coverage provided that he is a cardholder and that the insurance contract between VISA Desjardins and the Insurer is in force. The eligible cardholder is automatically covered when he purchases a ticket for himself with his VISA card to travel in a common carrier vehicle. His spouse and dependent children are also covered provided that their tickets are purchased with the cardholder's VISA Desjardins US *Business* card.

This insurance certificate is issued for information purposes only and has no contractual value. Only the insurance policy issued to VISA Desjardins may be used to settle legal matters.

1. Definitions

Accident	Any bodily injury due to sudden and unforeseen external causes, certified by a physician, resulting directly and independently of any other cause. The accident must occur while coverage is in force.
Cardholder	A person who holds a VISA Desjardins US <i>Business</i> card, with the Corporate Insurance Plan, issued in his name. In order to be considered a cardholder, the person's name must appear on the card.
Common carrier vehicle	Any means of transportation (air, sea or land) operated by a carrier licensed by the competent authorities to transport passengers.
Dependent child	Any unmarried child under the authority of the cardholder or his spouse who is over 15 days of age and under 18 years of age, or 24 years of age or under if he is a full-time student at an educational institution accredited by the appropriate authorities.
Dismemberment or loss of use	The severance or total loss of use. Loss of an eye means the total and irrecoverable loss of sight. Loss of a hand or a foot means the total and irrecoverable loss of use, including the elbow joint and the ankle joint. Loss of a finger or a toe means the total and irrecoverable loss of use, including all phalanges, but excluding the loss of the hand or foot.
Spouse	 The person: a) who is married to or has entered into a civil union with the cardholder; or b) who can prove that: he has been living conjugally with the cardholder for at least 12 months; or that he has been living conjugally with the cardholder and that they have had a child together; and that he and the cardholder have not been separated for 3 months or longer due to a breakdown of their relationship. The Insurer recognizes only one spouse. It is not responsible for the validity of the spousal designation.

2. Benefits

The cardholder who meets the eligibility requirements, along with his spouse and dependent children, where applicable, are covered under this policy against any accident that may occur while they are travelling as paying passengers aboard a common carrier vehicle.

They are also covered:

a) While boarding or disembarking from a common carrier vehicle.

- b) While they have tickets that were purchased with the cardholder's VISA Desjardins credit card and use another form of ground transportation employed by a transportation company that is licensed to take passengers to or from the airport, station or port (dock), immediately before or after using the common carrier vehicle for which they purchased the tickets.
- c) While they have tickets that were purchased with the cardholder's VISA Desjardins credit card and are at the airport, station or port immediately before of after using the common carrier vehicle for which they purchased the tickets.

If an insured sustains an injury that results in one of the losses below as a result of an accident, <u>he is entitled to an amount equal to a</u> <u>percentage of the maximum benefit payable of US\$100,000 for the</u> <u>cardholder and of US\$10,000 for the spouse and dependent children</u>, <u>if applicable</u>.

Accidental loss:	Percentage of maximum benefit:
of life	100%
of use of two limbs or organs (foot, hand, eye)	75%
of use of one limb or organ	50%
of use of one thumb and index finger of the same hand	25%
of use of one finger or one toe	10%

Restrictions

If the insured dies within 52 weeks of the accident as the result of the accident, only the accidental death benefit will be paid. In the event of multiple losses, only the largest loss is paid. Benefits will not be paid while the insured is in a coma. The insured will be presumed dead, if his body is not found within 52 weeks of the accident or if, based on the circumstances surrounding the insured's disappearance, it may be assumed beyond any doubt that the insured is dead.

No person is eligible for coverage under more than one policy issued by the Insurer providing insurance coverage similar to that provided under this policy. In the event that an insured is covered under more than one such policy, such person shall be deemed to be insured only under the policy that affords that person the greatest amount of insurance coverage.

3. Exclusions and limitations 🥂

The Insurer will not pay any benefits in the following cases:

- a) if the purpose of the trip is to receive medical or paramedical treatment or hospital services, even if the trip is taken on the recommendation of a physician;
- b) for death or any loss of use resulting directly or indirectly from an abusive consumption of drugs, narcotics or alcohol. Alcohol abuse is defined as an alcohol level of more than 80 mg per 100 ml of blood;
- c) for death or any loss of use resulting directly or indirectly from self-inflicted injury or loss of use, suicide or attempted suicide;
- d) for any accident resulting from an insurrection, war or act of war, whether declared or not, participation in a criminal offence or a riot, if it occurs in a country to which Canadians were advised not to travel by the Canadian government before the departure date;
- e) when death or loss of use occurs more than 52 weeks after the accident, unless the insured is in a coma at the end of that period; the Insurer will determine which benefits the insured is entitled to, if applicable, when the insured regains consciousness;
- when the insured is a passenger on a plane that is not considered a common carrier vehicle or that does not offer on-line connections between two airports recognized by the competent authorities, or when boarding or disembarking from the latter;
- g) if an accident occurs while the insured was riding aboard a commercial vehicle as the driver, pilot, crew member or nonpaying passenger;
- h) if the death or loss of use is the direct result of an illness or an infectious disease.

4. Termination of cardholder's coverage

Coverage for a cardholder terminates on the date of termination of the contract between VISA Desjardins and the Insurer.

A person who meets the eligibility requirements ceases to be insured:

- a) When he is no longer aboard the common carrier vehicle.
- b) <u>Immediately after he ceases to be in a situation defined as an</u> insured risk in the **Benefits** section.
- c) When he disembarks from a means of ground transportation employed by a licensed passenger transportation company that he used to get from an airport, station or port (dock), immediately after using the common carrier vehicle for which he purchased the tickets.

Even if this contract terminates, an insured who has met the eligibility requirements will continue to be insured until the coverage he purchased expires.

5. Overall responsibility of Insurer

If, as a result of the same accident, the total amount of claims submitted for all insured cardholders combined exceeds C\$10 million, the total amount payable by the Insurer will be limited to C\$10 million. Benefits payable to each insured will be reduced proportionately.

6. Currency

All payments provided for under this policy are made in US dollars.

7. Payment of benefits

Benefits are payable by cheque directly to the cardholder upon reviewing the relevant bills and related information.

If the cardholder is deceased, the benefit will be paid to his spouse or to his legal heirs, if there is no spouse.

You cannot designate anyone else as the individuals to whom the Insurer will pay all amounts owing are already determined.

8. Examination right

The Insurer reserves the right to have the insured examined by a physician of its choice when a claim is submitted.

9. Claims

All claims must be submitted to the Insurer as soon as reasonably possible. Proof and information regarding the accident and loss that must also be provided must be as complete as possible.

Failure by the insured to forward the claim or to provide proof and information within 12 months of the date of the accident may result in the claim being declined under this coverage.

To make a claim, call the following number:

1-800-463-1623 (Canada and U.S. - toll free)

We will send you the documents required to submit a claim. Claims should be sent to the following address: Claims, Common Carrier Accident Insurance, 200, rue des Commandeurs, Lévis, Québec, G6V 6R2.

10. Insurer's reply

If the Insurer approves your claim, the payment will be made within 60 days once all the required documents are received.

If your claim is not approved, the Insurer will send you a letter explaining the reasons for its decision within 60 days once all the required documents are received.

11. Appeal of an Insurer's decision and recourse

If the Insurer does not approve a claim, you can submit additional information and request that your file be reviewed.

Please note that if you want to appeal the Insurer's decision in court, you must do so within the time limit provided for by law. This time limit is 3 years in Quebec. It may be shorter in other provinces. To find out the time limit, please refer to the applicable legislation in your province of residence.

Dissatisfied? Let us know.

We're committed to providing quality service that meets your expectations. So if you aren't fully satisfied with us, please follow the 2 steps below.

- 1. Contact our customer service department at 1-866-838-7585
- 2. File a formal complaint.

If you're not satisfied with the response you received from our customer service department, contact our Complaint Handling Team at: 100, rue des Commandeurs, Lévis (Québec) G6V 7N5, email: <u>complaints@desjardins.com</u>, phone: **1-888-556-7212**.