

CIBC Dividend® Visa Infinite★ Card

CERTIFICATES OF INSURANCE

Amended and Restated Effective Date: July 1, 2025

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cibc.client.insure

These insurance products are underwritten by Belair Insurance Company Inc.

IMPORTANT: Please read these certificates carefully before you travel, keep them in a safe place and take them with you when you travel.

SUMMARY OF BENEFITS

The information below summarizes your insurance coverage under the CIBC Dividend® Visa Infinite* Card. Coverage is subject to the terms and conditions in the certificates that follow. Refer to the certificates for complete benefit details. All amounts indicated are in Canadian currency, unless indicated otherwise.

COVERAGE	LIMITS
OUT-OF-PROVINCE EMERGENCY TRAVEL MEDICAL INSURANCE Provides coverage for certain expenses incurred as a result of an emergency while travelling outside your province.	- Up to \$5,000,000 per insured person, per trip 10-day coverage period if age 64 or under on your departure date
CAR RENTAL COLLISION/LOSS DAMAGE INSURANCE Provides coverage for theft, loss, or damage to a rental car.	- Rental cars with a Manufacturer's Suggested Retail Price (MSRP) of up to \$85,000 - Rental period of up to 48 days
COMMON CARRIER ACCIDENT INSURANCE Provides coverage for an accidental death or dismemberment resulting from riding as a passenger on a common carrier (land, air, or water transport).	Up to \$500,000 per insured person
PURCHASE SECURITY & EXTENDED PROTECTION INSURANCE This insurance: - provides coverage for certain items charged to your card, if such items are lost, stolen, or damaged; and - automatically doubles the original manufacturer's warranty of a covered item charged to your card, up to one additional year.	Purchase Security: Up to 90 days from date of purchase Extended Protection: Up to one additional year following the expiry of the original manufacturer's warranty
MOBILE DEVICE INSURANCE Provides coverage for mobile devices that are lost, stolen or accidentally damaged when: - the full purchase price is charged to your card; or - all or any portion of the purchase price is financed with your card through a Canadian wireless service provider or a Canadian Buy Now Pay Later service provider.	Up to \$1,000 per occurrence, per insured person

OUT-OF-PROVINCE EMERGENCY TRAVEL MEDICAL INSURANCE

10-DAY COVERAGE PERIOD IF AGE 64 OR UNDER

CERTIFICATE OF INSURANCE

Bolded terms that are defined in this certificate can be found in SECTION 12 – DEFINITIONS. Throughout this certificate, any references to “you” and “your” mean any person qualifying as an **insured person** under this certificate. The words “we”, “our” and “us” mean the **Insurer**, or its authorized representatives or **Global Excel**, as applicable.

SECTION 1 – INTRODUCTION

Out-of-Province Emergency Travel Medical Insurance provides coverage for certain expenses incurred as a result of an **emergency** while travelling outside your **province**.

This certificate outlines what is covered along with the conditions under which a payment will be made. It also provides instructions on how to make a claim. For confirmation of coverage or for any questions concerning the information in this certificate, call toll free **1 866 363-3338** (if in Canada or the United States) or call collect **+ 905 403-3338** (from anywhere else in the world).

Belair Insurance Company Inc. (the **Insurer**) provides the insurance for this certificate under Master Policy **PS1033849248** (the **Policy**), issued to Canadian Imperial Bank of Commerce (**CIBC**). Global Excel Management Inc. (**Global Excel**) is the assistance and claims service provider under this certificate.

This certificate is not a contract of insurance and contains only a summary of the principal provisions of the **Policy**. All benefits are subject in every respect to the **Policy**, under which coverage is provided and payments are made. You may, on request to the **Insurer**, obtain a copy of the **Policy**, subject to certain access limitations permitted by applicable law.

This coverage may be cancelled, changed or modified at the option of **CIBC** and the **Insurer** at any time.

This certificate replaces any and all certificates previously issued to the **cardholder** with respect to the **Policy**.

SECTION 2 – WHAT SHOULD YOU DO IN A MEDICAL EMERGENCY?

IF YOU HAVE AN EMERGENCY, YOU MUST CALL GLOBAL EXCEL BEFORE SEEKING TREATMENT. THEY ARE AVAILABLE 24 HOURS A DAY, 7 DAYS A WEEK AND CAN BE CONTACTED BY CALLING:

From Canada and the United States, toll free **1 866 363-3338**

From anywhere else in the world, collect **+ 905 403-3338**

- If it is not reasonably possible for you to contact **Global Excel** before seeking **treatment** due to the nature of your **emergency**, you must have someone else call on your behalf or you must call as soon as medically possible. Failure to do so may limit the benefits payable to you.
- Some **treatments** require pre-approval in order to be covered (see SECTION 8 – WHAT ARE YOU NOT COVERED FOR?). If you do not contact **Global Excel** prior to seeking **treatment**, the medical **treatment** you receive may not be covered by this insurance.
- **Global Excel** can direct you to a **medical facility** or **doctor** in your area of travel. If you contact **Global Excel** at the time of your **emergency**, we will arrange for your covered expenses to be paid directly to the **hospital** or **medical facility**, where possible.

SECTION 3 – IMPORTANT NOTICE – PLEASE READ CAREFULLY

- Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that you read this certificate and understand your coverage before you travel as your coverage is subject to certain limitations or exclusions.
- An exclusion applies for any **medical condition** that was not **stable** before your **trip**. Refer to this certificate to determine how this exclusion affects your coverage and how it relates to your **departure date**.
- In the event of an **accident, injury or sickness**, your medical history will be reviewed after a claim has been reported.
- Your insurance provides travel assistance. You are required to contact **Global Excel** prior to **treatment**. Failure to do so may limit benefits (see SECTION 7 – CONDITIONS THAT MAY LIMIT YOUR COVERAGE).
- Coverage is only available while you are a resident of Canada, while you are covered by a **government health insurance plan** and while you are travelling outside your **province**.
- Throughout this certificate, any reference to age refers to your age on your **departure date**.
- **This certificate contains clauses which may limit the amounts payable.**
- **This certificate 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.**

SECTION 4 – WHAT TO DO IF YOU NEED PRE-TRIP INFORMATION?

If you need pre-trip information, simply call **Global Excel**. If in Canada or the United States, call toll free at **1 866 363-3338**. From anywhere else in the world, call collect at **+ 905 403-3338**. If you are visiting a foreign country, we can tell you:

- what travel documentation may be required,
- what the currency exchange rate is,
- what inoculations may be needed,
- where consulates and embassies are,
- what weather is typical or forecast,
- where to find a translator if you need one, and
- where you can find things like hotels, tourist attractions and campgrounds.

SECTION 5 – WHEN DOES COVERAGE BEGIN AND END?

Coverage **begins** when you leave your **province**. You will be covered for the first 10 consecutive days of your **trip** (including the **departure date**) if you are age 64 or under on your **departure date**.

Coverage is for an unlimited number of **trips**; however, each **trip** must be separated by a return to your **province**.

Coverage must be in effect before you leave your **province**. You do not need to provide us with advance notice of your **departure date** and **return date** for each **trip**. However, you will be required to provide evidence of these dates when filing a claim, for example, an airline ticket or boarding pass.

Coverage **ends** on the earlier of:

- a) The date you have been absent from your **province** for more than 10 consecutive days if you are age 64 or under; or
- b) The date you return to your **province**; or
- c) The date the **cardholder's card** is cancelled; or
- d) The date the **cardholder's card** account is no longer in **good standing**; or
- e) The date the **Policy** is terminated.

What if your trip is longer than the coverage period?

Except in the circumstances when coverage is automatically extended (see below "When does your coverage automatically extend?"), you do not have coverage under this certificate for any days of your **trip** that extend beyond the **coverage period**. However, you may request to purchase additional coverage for the excess portion of your **trip** by calling CIBC Travel Medical Insurance at **1 800 281-9109**.

When does your coverage automatically extend?

Coverage is automatically extended beyond the end of the **coverage period** in the following circumstances:

- a) **Delay of Transportation.** If your return home has been delayed beyond the end of the **coverage period** because your **common carrier** has been delayed, or if a private vehicle becomes inoperable on the way to your **departure point** due to circumstances beyond your control, your coverage is extended for up to five days beyond the end of the **coverage period**.
- b) **Medically Unfit to Travel.** If you are medically unfit to travel due to an **emergency** (but you are not hospitalized), your coverage is extended for up to five days following the date that you are deemed **stable** to return to your **province** by your **doctor** or the **common carrier**.
- c) **Hospitalization.** If you are hospitalized due to an **emergency**, your coverage will remain in force during your hospitalization and for up to five days following your discharge from the **hospital** or **medical facility**.

You are required to notify **Global Excel** in the foregoing circumstances prior to the end of the **coverage period**. Failure to notify **Global Excel** by such time may result in coverage not being extended.

In no circumstances will coverage be extended to more than 365 days from your **departure date**.

SECTION 6 - WHAT ARE YOU COVERED FOR?

COVERAGE

This insurance covers you for certain expenses incurred as a result of an **emergency** occurring while travelling outside your **province**.

Coverage is for up to \$5,000,000 per **insured person**, per **trip** for **reasonable and customary charges** in respect of expenses incurred for the benefits listed below. For many of the benefits listed below, prior approval of **Global Excel** may be required in order for the expense to be covered under this insurance. If you have an **emergency**, you must call **Global Excel** before seeking **treatment**. If it is not reasonably possible for you to contact **Global Excel** before seeking **treatment** due to the nature of your **emergency**, you must have someone else call on your behalf or you must call as soon as medically possible.

BENEFITS

Accommodation in a Hospital or Medical Facility. **Hospital** or **medical facility** accommodation and necessary medical supplies (except for the costs of a private room or suite unless one is medically required).

Doctor's Bills. The services of a **doctor** procured to you due to an **emergency**.

Private Registered Nurse. The services of a qualified private registered nurse (who is not you or a **family member**) after a period of hospitalization, if the attending **doctor** and we consider one to be necessary.

Ground Ambulance Services. Ground ambulance services from the place of the illness or **accident** to the nearest **medical facility** able to provide the necessary **treatment**.

Air Ambulance Services. Air transport between **hospitals** or **medical facilities** and for admission to a **hospital** or **medical facility** in your **province**, if approved by us in advance.

Paramedical Services. The services (including x-rays) of a licensed chiropractor, physiotherapist, chiropodist, podiatrist or osteopath when they are needed due to an **emergency** up to a maximum of \$300 per profession.

Diagnostic Services. Laboratory tests and x-rays ordered by the **doctor** who is treating you. Note: This benefit does not cover magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, sonograms, ultrasounds and biopsies unless such services are approved in advance by **Global Excel**.

Prescriptions. Up to a 30-day supply of drugs and medicines that require the prescription of the attending **doctor** and are dispensed by a licensed pharmacist due to an **emergency**.

Medical Appliances. Splints, crutches, casts, canes, trusses, walkers and/or temporary wheelchair rentals. The appliances must be obtained outside your **province**, ordered by the attending **doctor**, and must be required due to an **emergency**.

Dental Treatment. Up to \$2,000 per **insured person** for **emergency** dental **treatment** at your **trip** destination to repair or replace your sound natural teeth injured as the result of an accidental blow to the face, provided you consult a **doctor** or a dentist immediately following the **injury** and the **treatment** is received during the **coverage period**. Also, charges up to \$200 per **insured person** for **emergency** relief of dental pain at your **trip** destination. An accident report is required from the **doctor** or dentist for claims purposes. This benefit excludes crowns and root canals.

Coming Home. One-way economy airfare by the most cost-effective route, for your return home if you do not hold a valid, open return ticket, when medically necessary and specified in writing by the attending **doctor**. This includes extra charges if you need a stretcher and one-way economy airfare for a **family member** or **travelling companion** (if the **family member** or **travelling companion** is not holding a valid, open return air ticket) who is medically required to fly home with you. If the attending **doctor** or commercial airline specifies in writing that a qualified medical attendant must accompany you, that person's round-trip economy airfare, overnight hotel, and meals will be covered. All of the above must be approved in advance by us.

Care and Return of Dependent Children. If you are unable to attend to your **dependent children** as the result of hospitalization due to an **emergency** and they are travelling with you, we will arrange temporary care for them or provide them with one-way economy airfare (if they do not have a valid open return air ticket) to their **province**. Also, up to \$250 for incidental expenses that result from sending them home, if you submit all the original receipts with your claim.

Transportation to Bedside. A **family member** or friend to:

- a) visit you if you are travelling alone and are hospitalized for a minimum of seven consecutive days; or
- b) identify your remains in the case of your death.

The **family member** (if not otherwise an **insured person**) or friend would not be covered under this insurance and may wish to consider purchasing emergency travel medical insurance.

Return of Deceased. If you die, your preparation and return to a funeral home on a regular public carrier to your **province**. The cost of casket or urn is not covered by this benefit. Up to \$3,500 if you are buried or cremated in the place where you die.

Meals and Accommodation. Up to \$250 a day, to a maximum of \$1,750, for your reasonable additional expenses for meals and **accommodation** if, due to an **emergency**, you have to arrange for any unplanned **accommodation** and/or meals. The daily amount and the maximum refer to total expenditures for all **insured persons** combined.

Vehicle Return. Up to \$1,000 for your return of a private or rental vehicle (which has not been used for commercial purposes) when the attending **doctor** specifies in writing you are unable to drive due to an **emergency** and if no other person travelling with you is able to return the vehicle. Also covers one-way economy airfare to your **province**, if a private vehicle (which has not been used for commercial purposes) is stolen or unable to be driven due to an **accident**.

Incidental Expenses. Up to \$300 for all **insured persons** combined, for reasonable incidental expenses, e.g. television, taxis, **ridesharing services**, or car rentals (from a licensed company in the business of providing rental vehicles). This also includes contracted expenses at home that must be extended due to hospitalization that had delayed your return home (e.g. house-sitting, childcare, kennels, etc.).

SERVICES

Medical Assistance Services

- We help you find a **doctor**, **hospital** or **medical facility**;
- We verify your coverage with the **hospital** or **medical facility** and arrange payments;
- We monitor your medical **treatment** and keep your family, employer, etc., informed;
- We arrange your transportation home if it is medically required;
- We arrange for the transportation of a **family member** or friend to your bedside if you are hospitalized or to identify your remains if you die; and
- We arrange for your **dependent children** to be looked after and to be flown home if you are hospitalized.

Travel Services

- We supply pre-trip information and assistance;
- We help if your passport or airline ticket is lost;
- We will refer you to a lawyer;
- We arrange for emergency cash; and
- We pass along emergency messages between you and your family, friends and business associates.

SECTION 7 – CONDITIONS THAT MAY LIMIT YOUR COVERAGE

This section explains conditions that may limit your entitlement to benefits under this certificate.

1. **Failure to Notify Global Excel.** In the event of an **emergency**, you must call **Global Excel** before seeking **treatment**. If it is not reasonably possible for you to contact **Global Excel** before seeking **treatment** due to

the nature of your **emergency**, you must have someone else call on your behalf or you must call as soon as medically possible. Failure to do so may limit the benefits payable to you.

2. **Transfer or Medical Repatriation.** During an **emergency** (whether prior to admission, during a hospitalization or after your release from the **hospital** or **medical facility**), the **Insurer** reserves the right to:
 - a) Transfer you to a preferred health care provider; and/or
 - b) Return you to your **province**, for the medical **treatment** of your **sickness** or **injury** without danger to your life or health.

Global Excel will make every provision for your **medical condition** when choosing and arranging the mode of your transfer or return and, in the case of a transfer, when choosing the **hospital** or **medical facility**. If you choose to decline the transfer or return when declared medically **stable** by the **Insurer**, the **Insurer** will not pay any expenses related to your **sickness** or **injury** after the proposed date of transfer or return.

3. **Limitation of Benefits – End of Emergency.** Once you are deemed medically **stable** to return to your **province** (with or without a medical escort) either in the opinion of the **Insurer** or your **doctor** or by virtue of discharge from the **hospital** or **medical facility**, your **emergency** is considered to have ended, whereupon any further consultation, **treatment**, recurrence or complication related to the **emergency** will not be covered during your **trip**.
4. **Benefits Limited to Incurred Expenses.** The total benefits paid to you from all sources cannot exceed the actual expenses which you have incurred.
5. **Trade and Economic Sanctions.** The **Insurer** shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this certificate if and to the extent that doing so would breach any **Prohibition**. For the purposes of this Clause:

Prohibition means any prohibition or restriction imposed by law or regulation including but not limited to:

- a) trade and/or economic sanctions laws and/or regulations of Canada, the United Kingdom, or any other jurisdiction or authority relevant to the parties; and
- b) any activities that would be subject to a license requirement under those laws and/or regulations in respect of export control, unless such license has been obtained prior to the activity commencing and the **Insurer** has approved the provision of insurance for the activity.

SECTION 8 – WHAT ARE YOU NOT COVERED FOR?

GENERAL EXCLUSIONS

This insurance will not pay any expenses relating to or in any way associated with:

1. Any **medical condition** (other than a **minor ailment**) that was not **stable*** at any time during the 90 days before your **departure date**.

***Stable** means any **medical condition** (other than a **minor ailment**) for which all the following statements are true:

 - a) there has been no new diagnosis, **treatment** or prescribed medication;
 - b) there has been no change in **treatment** or change in medication, including the amount of medication to be taken, how often it is taken, the type of medication or change in **treatment** frequency or type. "Change in medication" does not include: the routine adjustment of Coumadin, Warfarin, insulin or oral medication to control diabetes, or a change from a brand medication to a generic brand medication (where there is no modification to the dosage);
 - c) there have been no new symptoms, more frequent symptoms or more severe symptoms;
 - d) there have been no test results showing deterioration; and
 - e) there has been no hospitalization or referral to a specialist (made or recommended) and no waiting of results of further investigations for that **medical condition**.
2. Any **medical condition** that required the use of home oxygen at any time during the 90 days before your **departure date**.
3. Any cancer for which you received chemotherapy **treatment** at any time during the 90 days before your **departure date**.
4. Any lung condition that required **treatment** with oral steroids (prednisone or prednisolone) at any time during the 90 days before your **departure date**.
5. The continued **treatment** of a **medical condition** after the initial **emergency** has ended (as determined by us).
6. Non-compliance with our instructions.
7. Elective and/or cosmetic surgery or **treatment** even if it is recommended by a **doctor**.
8. Travel contrary to medical advice.
9. Any **treatment**, investigation or surgery that is not due to an **emergency**.

10. Any surgery, invasive investigation, including cardiac catheterization, unless preapproved by **Global Excel**, except in extreme circumstances, on an **emergency** basis, immediately following admission to a **hospital** or **medical facility**.
11. Any **treatment** which is experimental.
12. Leaving your **province** for the purposes of receiving medical care or services from a **hospital** or **medical facility**.
13. Routine pre-natal care.
14. If you are pregnant, your pregnancy or the birth and delivery of your child, or any complications of either, occurring in the nine weeks before or after your expected delivery date as determined by your primary care physician in your **province**. Note that a child born during a **trip**, even if born outside of the nine weeks before or after the expected delivery date, shall not be regarded as an **insured person** and shall not have coverage under this certificate for the entire duration of the **trip** in which the child is born.
15. Committing or attempting to commit an illegal act or criminal act.
16. Participation:
 - a) as a professional athlete in a sporting event including training or practice. (Professional means a person who engages in an activity as one's main paid occupation);
 - b) in any motorized race or motorized speed contest;
 - c) in scuba diving (unless you hold a basic SCUBA designation from a certified school or other licensing body), hang-gliding, rock climbing, paragliding, skydiving, parachuting, bungee jumping, mountain climbing using ropes and/or specialized equipment, rodeo, heli-skiing, any downhill skiing or snowboarding outside marked trails or any cycling racing event or ski racing event.
17. Your participation in and/or voluntary exposure to any risk from: war or act of war, whether declared or undeclared; invasion or act of a foreign enemy; declared or undeclared hostilities; civil war, riot, rebellion; revolution or insurrection; act of military power; or any service in the armed forces.
18. Abuse or overdose of a medication, drug or toxic substance; alcohol abuse, alcoholism or an **accident** occurring while you were operating a motorized vehicle, vessel or aircraft, while being impaired by drugs or alcohol or having an alcohol concentration that exceeds the legal limit as determined in the jurisdiction where the **accident** occurred.
19. Intentional self-inflicted injuries, suicide or attempted suicide.
20. Anxiety or panic attack or a state of mental or emotional stress unless such state was sufficiently severe as to require a medical consultation which resulted in a diagnosis.
21. Magnetic resonance imaging (MRI), computerized axial tomography (CAT) scans, sonograms or ultrasounds and biopsies unless such services are authorized in advance by **Global Excel**.
22. Any **medical condition** you suffer or contract, or any loss you incur in a specific country, region or area while a travel advisory of "Avoid non-essential travel" or "Avoid all travel" is in effect for that specific country, region or area and the travel advisory was issued by the Government of Canada before your **departure date**, even if the **trip** is undertaken for essential reasons. This exclusion only applies to **medical conditions** or losses which are related, directly or indirectly, to the reason for which the travel advisory was issued.

If the travel advisory is issued after your **departure date**, your coverage under this insurance in that specific country, region or area will be restricted to a period of 10 days from the date the travel advisory was issued, or to a period that is necessary for you to safely evacuate the country, region or area, after which coverage will be limited to **medical conditions** or losses which are unrelated to the reason for which the travel advisory was issued, while the travel advisory remains in effect.

SECTION 9 - ASSISTANCE SERVICES

If you need assistance while travelling, help is one call away. Global Excel is available 24 hours a day, 7 days a week, to provide the following services whenever possible:

Emergency Call Center. No matter where you travel, professional assistance personnel are ready to take your call. You can call **Global Excel** toll free at **1 866 363-3338** if in Canada or the United States or collect at **+ 905 403-3338** from anywhere else in the world.

Medical Assistance and Consultation. If you have an **emergency** and you call **Global Excel**, you will be directed to one or more recommended medical service providers near you. In addition, **Global Excel** will:

- Provide confirmation of coverage and pay expenses covered by this insurance directly to the recommended medical service provider,
- Consult with your attending physician to monitor your care, and
- Monitor the appropriateness, necessity, and reasonableness of that care to help ensure that your expenses will be covered by this insurance.

Telemedicine and House Call Services. When such service is available in your area of travel and the circumstances of your **emergency** allow, **Global Excel** may provide you with access to a **doctor** over the phone or a personal visit.

Payment Assistance and Direct Billing. The payment of the medical services you receive will be coordinated through **Global Excel**, communicated with your medical provider and billing arrangements will be discussed. There are certain countries where, due to local conditions or travel reports from the Canadian government, assistance services are not available and you may be required to make payment up-front. If you are required to make payment up-front, you must obtain detailed and itemized original bills for claims submission and call **Global Excel** on your return home.

Benefit Information. **Global Excel** can help you and the medical providers who are treating you, understand what coverage is available to you under your **Policy**.

Claims Information. **Global Excel** will answer any questions you have about your claim, **Global Excel's** standard verification procedures and the way that your **Policy** benefits are administered.

Interpretation Service. **Global Excel** can connect you to a foreign language interpreter when required for **emergency** services in foreign countries.

Emergency Message Centre. In case of an **emergency**, **Global Excel** will help exchange important messages with your family, business or physician.

Emergency Cash Services. If you need emergency money, **Global Excel** can help you arrange to have cash forwarded to you through a friend, **family member**, business or your credit **card** up to your available credit limit.

Legal Referrals. If you are arrested or detained, **Global Excel** will help you contact a local lawyer or the nearest Canadian embassy. **Global Excel** will also keep your family, friends or business associates informed until you find legal counsel and **Global Excel** will coordinate any bail bond services that you may need.

SECTION 10 - HOW DO YOU MAKE A CLAIM?

To submit a claim, please call Global Excel:

- If in Canada or the United States, call toll free at: **1 866 363-3338**.
- From anywhere else in the world, call collect to: **+ 905 403-3338**.
- During your call, you will be given all the information required to file a claim.
- We will require proof of your **departure date** and **return date**. While boarding passes are preferred, we will accept a credit card receipt, airline tickets or proof of **departure date** from your **province**, provided it contains your name and the location and date of your purchase.
- If you pay the costs of any service that may be covered, be sure to obtain original itemized receipts.
- You must submit your claim to us within 90 days of the date the service was provided.
- No legal action may be brought to recover under the **Policy** until 90 days after we have been given written proof of loss.

All pertinent documents should be sent to:

Global Excel Management Inc.
73 Queen Street,
Sherbrooke, Quebec J1M 0C9

SECTION 11 - WHAT ELSE DO YOU NEED TO KNOW?

1. **Canadian Currency.** Any claims paid to you will be payable in Canadian funds. If you have paid a covered expense, you will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made to you. No sum payable shall bear interest.
2. **Payment of Benefits.** All payments are payable to you or on your behalf. In case of your death, benefits are payable to your estate unless another beneficiary is designated in writing to us.
3. **Other Insurance or Recovery.** This insurance is a second payor plan. This means that for any loss or damage insured by, or for any claim payable under, any other liability, group or individual basic or extended health insurance plan or contract, including any private or provincial or territorial auto insurance plan providing **hospital**, medical, or therapeutic coverage, or any other insurance in force concurrently herewith, or any amounts recoverable by you under a credit card, a charge card, applicable Canadian consumer protection legislation or any other benefit or reimbursement source, amounts payable hereunder are limited to those covered benefits incurred anywhere outside your **province** that are in excess of the amounts for which you are insured or otherwise entitled to recovery under such other legislation, benefit or reimbursement source. All coordination with employee related plans follows Canadian Life and Health Insurance Association Inc.

guidelines. In no case will the **Insurer** seek to recover against employment related plans if the lifetime maximum for all in-country and out-of-country benefits is \$50,000 or less.

4. **Rights of Examination.** As a condition precedent to recovery of insurance money under the **Policy**,
 - a) if you make a claim under the **Policy**, you must give us an opportunity to examine you when and so often as we may reasonably require while the claim hereunder is pending, and
 - b) in the case of your death, we may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.
5. **Availability and Quality of Care.** We are not responsible for the availability, quality or results of medical **treatment** or transportation, or your failure to obtain medical **treatment**.
6. **Misrepresentation and Non-Disclosure.** Any information that has been misrepresented or misstated to us by you or is incomplete may result in this certificate and your insurance coverage being null and void, in which case no benefits will be paid.
7. **Applicable Law.** The terms of this insurance coverage shall be governed and interpreted according to the laws of the **province** in which you are resident.
8. **Material Facts.** No statements or representations made by employees of **CIBC**, our employees, or our agents can vary the terms of this insurance coverage.
9. **Subrogation.** If you incur expenses due to the fault of a third party, you assign to us the right to take action against the party at fault in your name. This will require your full cooperation with us and we will pay for all of the related expenses.

Additionally, if No Fault benefits or other collateral sources of payment of expenses are available to you, regardless of fault, we are granted the right to make a demand for, and recover those benefits. If we institute an action, we may do so at our own expense, in your name, and you will attend at the place of loss to assist in the action. If you institute a demand or an action for a covered loss you shall immediately notify us so that we may safeguard our rights. You shall take no action after a loss that will impair our rights set forth in the previous paragraph and shall do such things as are necessary to secure our rights.
10. **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* (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), the *Limitation Act* (for actions or proceedings governed by the laws of Saskatchewan), or other applicable legislation. For actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.

SECTION 12 - DEFINITIONS

Throughout this certificate, **bolded terms that are defined have the specific meaning described below:**

accident means a fortuitous, sudden, unforeseen and unintentional event exclusively attributable to an external cause resulting in **injury**.

accommodation means an establishment providing commercial accommodations or in the business of operating a vacation rental marketplace and hospitality service for the general public.

card means a CIBC Dividend® Visa Infinite* Card issued in Canada by **CIBC**.

cardholder means the 'Primary Cardholder' of a **card**, but not an 'Authorized User' of a **card** (as such terms are defined in the **Cardholder Agreement**).

Cardholder Agreement means the **CIBC** Cardholder Agreement that applies to and governs your **card**.

CIBC means Canadian Imperial Bank of Commerce.

common carrier means any land, air or water conveyance which is licensed to transport passengers for hire, provided it maintains published timetables and fares. Rental vehicles however, are not considered common carriers.

coverage period means the first 10 consecutive days of your **trip** (including the **departure date**) if you are age 64 or under on your **departure date**.

departure date means the date on which you leave your **province**.

departure point means the place from which you depart your **province** on the first day, and return to on the last day of your **trip**.

dependent children means an unmarried natural, adopted, step or foster child, or legal ward of a person or the person's **spouse** who is, on the **departure date**, at least 15 days old, dependent on the person or the person's **spouse** for support and:

- a) is under 21 years of age; or

- b) is a full-time student who is under 25 years of age; or
- c) has a permanent physical impairment or a permanent mental disability.

doctor means someone who is not you or a **family member**, and who is licensed to prescribe drugs and administer medical **treatment** (within the scope of such license) at the location where the **treatment** is provided.

emergency means an unexpected and unforeseeable **medical condition** (arising during the **coverage period**), for which immediate medical **treatment** is needed to prevent or alleviate existing danger to life or health and cannot be reasonably delayed until you return to your **province**.

family member means your or your **travelling companion's spouse**, mother, father, step-parent, legal guardian, legal ward, in-law, natural or adopted child, step-child, sister, brother, step sibling, grandparent, grandchild, aunt, uncle, niece or nephew.

Global Excel means Global Excel Management Inc., which is the assistance and claims service provider under this certificate.

good standing has the meaning attributed to such term as set out in the **Cardholder Agreement**.

government health insurance plan means the health insurance coverage that Canadian provincial and territorial governments provide for their residents.

hospital or medical facility means a licensed facility, which provides people with care and medical **treatment** needed because of an **emergency**. The facility must be staffed 24 hours a day by qualified and licensed **doctors** and nurses. A hospital or medical facility does not include a spa or nursing home.

injury means an unexpected and unforeseen harm to the body caused by an **accident**.

Insurer means Belair Insurance Company Inc.

medical condition means any **injury** or **sickness** (or a condition related to that **injury** or **sickness**).

minor ailment means any **sickness** or **injury** which does not require: the use of medication for a period of greater than 15 days; more than one follow-up visit to a **doctor**, hospitalization, surgical intervention, or referral to a specialist; and which ends at least 30 consecutive days prior to the **departure date** of a **trip**. However, a chronic condition or any complication of a chronic condition is not considered a minor ailment.

Policy means Master Policy **PSIO33849248** issued to **CIBC** by the **Insurer**, which includes the present certificate of insurance.

province means your Canadian province or territory of permanent residence.

reasonable and customary charges mean charges that are, as determined by us, comparable to other charges for the same service and level of expertise in the place where the **emergency** took place.

return date means the date on which you are scheduled to return to your **departure point**.

ridesharing services mean transportation network companies in the business of providing peer-to-peer ridesharing transportation services through digital networks or other electronic means for the general public.

sickness means a disease or disorder of the body.

spouse means:

- a) a person who is married to or who has entered into a civil union with another person and is living with that person;
- b) a person who is not married but has lived in a marital relationship in the same household for at least one year with another person who is publicly presented as that person's **spouse**.

stable means any **medical condition** (other than a **minor ailment**) for which all the following statements are true:

- a) there has been no new diagnosis, **treatment** or prescribed medication;
- b) there has been no change in **treatment** or change in medication, including the amount of medication to be taken, how often it is taken, the type of medication or change in **treatment** frequency or type. "Change in medication" does not include: the routine adjustment of Coumadin, Warfarin, insulin or oral medication to control diabetes, or a change from a brand medication to a generic brand medication (where there is no modification to the dosage);
- c) there have been no new symptoms, more frequent symptoms or more severe symptoms;
- d) there have been no test results showing deterioration; and
- e) there has been no hospitalization or referral to a specialist (made or recommended) and no waiting of results of further investigations for that **medical condition**.

travelling companion means any person (up to a maximum of two people), other than a **cardholder's spouse** or **dependent children**, who accompanies you throughout the **trip**. A travelling companion is not covered under this insurance.

treatment means a medical, therapeutic or diagnostic procedure prescribed, performed or recommended by a **doctor** including, but not limited to, consultation, prescribed medication, investigative testing, hospitalization or surgery.

trip means journey which commences on the **departure date** and ends on the **return date**.

we, our and **us** mean the **Insurer**, or its authorized representatives or **Global Excel**, as applicable.

you, your and **insured person(s)** mean the **cardholder**, the **cardholder's spouse** and **dependent children**, whether they travel with the **cardholder** or not. 'You' and 'your' do not include other people who may be entitled to use the **card**.

CAR RENTAL COLLISION/LOSS DAMAGE INSURANCE

48-DAY RENTAL PERIOD

CERTIFICATE OF INSURANCE

Bolded terms that are defined in this certificate can be found in SECTION 9 - DEFINITIONS. Throughout this certificate, any references to "you" and "your" mean any person qualifying as a **cardholder** under this certificate. The words "we", "our" and "us" mean the **Insurer**.

SECTION 1 - INTRODUCTION

Car Rental Collision/Loss Damage Insurance provides coverage for theft, loss, or damage to a **rental car**.

This certificate outlines what is covered along with the conditions under which a payment will be made when a **cardholder** rents and operates a **rental car** but declines the Collision Damage Waiver (CDW), Loss Damage Waiver (LDW in the United States), or their equivalent offered by a **rental agency**. It also provides instructions on how to make a claim. For confirmation of coverage or for any questions concerning the information in this certificate, call toll free **1 866 363-3338** (if in Canada or the United States) or call collect **+ 905 403-3338** (from anywhere else in the world).

Belair Insurance Company Inc. (the **Insurer**) provides the insurance for this certificate under Master Policy **PSIO18005873** (the **Policy**), issued to Canadian Imperial Bank of Commerce (**CIBC**). This certificate is not a contract of insurance and contains only a summary of the principal provisions of the **Policy**. All benefits are subject in every respect to the **Policy**, under which coverage is provided and payments are made. A **cardholder** or a claimant under the **Policy** may, on request to the **Insurer**, obtain a copy of the **Policy**, subject to certain access limitations permitted by applicable law.

This coverage may be cancelled, changed or modified at the option of **CIBC** and the **Insurer** at any time.

This certificate replaces any and all certificates previously issued to the **cardholder** with respect to the **Policy**.

SECTION 2 - WHAT SHOULD YOU DO IN THE EVENT OF AN ACCIDENT/THEFT?

IF THE RENTAL CAR HAS SUSTAINED DAMAGE OR LOSS OF ANY KIND OR IS STOLEN DURING YOUR RENTAL, IMMEDIATELY CALL US, WHEN IT IS SAFE TO DO SO:

From Canada and the United States, toll free **1 866 363-3338**
From anywhere else in the world, collect **+ 905 403-3338**

- All claims must be reported within 48 hours of the theft, loss or damage.

SECTION 3 - IMPORTANT NOTICE - PLEASE READ CAREFULLY

- It is important that you read this certificate and understand your coverage as your coverage is subject to certain limitations or exclusions.
- Coverage is only available if you are a resident of Canada.
- **The rental car must be carefully checked for scratches or dents before and after you rent it. You should be sure to point out where the scratches or dents are located to a rental agency representative and have these noted on the appropriate form and retain a copy for your records.**
- **You must decline the rental agency's CDW, LDW (in the United States) or similar coverage offered by the rental agency on the rental agreement.**
- A **rental agency** has no obligation to explain the Car Rental Collision/Loss Damage Insurance coverage to you. It is important to note that a **rental agency** may not classify vehicles, especially **mini-vans**, in the same manner as us. You should confirm with us that their **rental car** has coverage under this certificate.
- No coverage will be provided under this insurance if the Manufacturer's Suggested Retail Price ("MSRP") of the **rental car**, in its model year, is over \$85,000 excluding taxes, at the place the **rental agreement** is signed or where the **rental car** is picked up.
- **You should check with your personal automobile insurer and the rental agency to ensure that you and all other drivers have adequate third-party liability, personal injury and damage to property coverage. This certificate only covers theft, loss or damage to the rental car as stipulated herein.**
- **This certificate contains clauses which may limit the amounts payable.**
- **This certificate 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.**

SECTION 4 - WHEN DOES COVERAGE BEGIN AND END?

Coverage **begins** at the time you legally take control of the **rental car**.

Coverage **ends** on the earlier of:

- a) When the **rental agency** reassumes control of the **rental car**; or
- b) When you no longer meet the definition of a **cardholder** or **principal driver** as stated in the Definitions Section of this certificate; or
- c) When the length of time you rent the same vehicle(s) exceeds 48 consecutive days, which includes instances where you are renting one vehicle immediately after the other. Coverage may not be extended for more than 48 days by renewing or taking out a new **rental agreement** with the same or another **rental agency** for the same **rental car** or another vehicle. A full calendar day between rentals must exist in order to break the 48-day consecutive day cycle. If the rental period exceeds 48 consecutive days, no coverage is provided, either for the first 48 consecutive days or any subsequent days thereafter; or
- d) On the date the **Policy** is cancelled, except if coverage is in effect at the time of such cancellation, such coverage will be continued on outstanding rentals until you return the **rental car** to the **rental agency**, provided the total rental period does not exceed the **coverage period**.

WARNING: Please note that your responsibility for the **rental car** does not terminate by simply dropping off the keys at the **rental agency** or other drop box. Any damage between that time and the time the **rental agency** staff complete their Inspection Report will be held to be your responsibility. Whenever possible please arrange to be present when the **rental agency** conducts their final inspection of the **rental car**.

SECTION 5 - WHAT ARE YOU COVERED FOR?

COVERAGE

Car Rental Collision/Loss Damage Insurance provides coverage for theft, loss of or damage to the **rental car** up to the **actual cash value** of the **rental car** and valid **rental agency loss of use** charges subject to the terms and conditions of the certificate. This coverage applies only to your personal and business use of the **rental car**. There is no deductible for the coverage under this certificate.

This insurance is primary insurance, except for losses that may be waived or assumed by the **rental agency** or its insurer, and in such circumstances where local government insurance legislation states otherwise. This coverage is available unless precluded by law or the coverage is in violation of the terms of the **rental agreement** in the jurisdiction in which it was formed (other than the exceptions provided under SECTION 6 - WHAT ARE YOU NOT COVERED FOR?, 11. a), b), or c)).

CONDITIONS

The following conditions must be satisfied for coverage to be in effect:

1. You must initiate and complete the entire rental transaction with the same valid **card(s)**. The full cost, including applicable taxes, of the rental, must be charged to your **card(s)**. **Rental cars** which are part of prepaid travel packages are also covered if the total package was paid for with your **card**; and
2. You are covered if points earned under the **card** account of the Primary Cardholder (member points program) are used to pay for the rental (or other **CIBC** credit card earned travel benefit). However, if only a partial payment is made using the member points program (or other **CIBC** credit card earned travel benefit), the entire additional payment of that rental must be paid for using your **card** in order to be covered. For the purposes of this clause, Primary Cardholder has the meaning attributed to such term as set out in the **Cardholder Agreement**; and
3. You are covered if you receive a "free rental" as a result of a promotion, where you have had to make previous vehicle rentals if each such previous rental was entirely paid for with your **card** and the applicable taxes for the "free rental" have been charged to your **card**; and
4. You are covered if you receive a "free rental" day(s) as a result of a **CIBC** travel reward program (or other similar **CIBC** program) for the number of days of such free rental. If the free rental day(s) are combined with rental days for which you must pay, the entire additional payment must be paid for using your **card** and the applicable taxes for the "free rental" have been charged to your **card**; and
5. You must decline the **rental agency's CDW, LDW** (in the United States) or similar coverage offered by the **rental agency** on the rental contract. Only you can rent the **rental car** and decline the **rental agency's CDW, LDW** (in the United States) or an equivalent coverage offering. Anyone other than you doing so, would void coverage. When you do not have the option available to decline the **rental agency's CDW, LDW** (in the United States) or similar provision, we will pay for covered theft, loss and damage up to the limit of the deductible stipulated in the **rental agency's CDW, LDW** (in the United States) or similar provision, purchased by you. This shall not be construed to provide coverage where the **rental agency** is responsible by legislation or law for any damage to the **rental car**; and
6. You are covered for any car, sport utility vehicle, and **mini-van**, in its model year, with a MSRP of \$85,000 Canadian or less, excluding all taxes, at the place the **rental agreement** is signed or where the **rental car** is picked up, with the exception of those listed and described in SECTION 6 - WHAT ARE YOU NOT COVERED FOR?, EXCLUDED VEHICLES; and
7. You are covered when only one **rental car** is rented at a time, i.e. if during the same period there is more than one vehicle rented by you, only the first **rental car** will be eligible for coverage; and
8. You are covered for rental periods of up to 48 consecutive days when you rent the same **rental car**, which includes instances where you are renting one vehicle immediately after the other. A full calendar day between rentals must exist in order to break the 48 consecutive day cycle. If the rental period exceeds 48 consecutive days, no coverage is provided, either for the first 48 consecutive days or any subsequent days thereafter; and
9. The **insured person** has not been indemnified for damages or expenses covered under the **Policy** by or through personal insurance.

SECTION 6 - WHAT ARE YOU NOT COVERED FOR?

GENERAL EXCLUSIONS

This insurance will not pay any expenses relating to or in any way associated with:

1. Third party liability.
2. Damages or expenses assumed, waived, or that may be paid by the **rental agency**, or by its insurer pursuant to any direct compensation agreement or other applicable sections of provincial insurance acts.
3. Diminished value costs which correspond to the amount by which the resale value of a damaged or repaired **rental car** has been reduced.
4. Personal injury or damage to property, except the **rental car** itself or its equipment.
5. Replacement vehicle for which an automobile insurance policy is covering all or part of the cost of the rental.
6. The operation of the **rental car** at any time during the **coverage period** where an **insured person** is driving while intoxicated or under the influence of any illegal or prescribed (if advised not to operate a vehicle) narcotic.
7. Any dishonest, fraudulent or criminal act committed by any **insured person** or at their direction.
8. Participation in any race or speed test.
9. The use of a fuel type or octane level that differs from the manufacturer's recommended fuel for that **rental car**.

10. Normal wear and tear, gradual deterioration, or mechanical or electrical breakdown or failure, inherent vice or damage, insects or vermin.
11. The operation of the **rental car** in violation of the terms of the **rental agreement** except:
 - a) **Insured persons** as defined may operate the **rental car**;
 - b) The **rental car** may be driven on publicly maintained gravel roads;
 - c) The **rental car** may be driven across provincial and state boundaries in Canada and the United States and between Canada and the United States.

N.B. It must be noted that theft, loss and damage arising while the rental car is being operated under (a), (b) or (c) above is covered by this insurance, subject however to all other terms, conditions and exclusions contained in this certificate. However, the rental agency's third-party liability insurance may not be in force and, as such, you must ensure that you are adequately insured privately for third party liability.
12. Seizure or destruction under a quarantine or customs regulations or confiscation by order of any government or public authority; the damage between the time of seizure, confiscation or quarantine and the time the **rental agency** staff complete their Inspection Report will be held to be your responsibility. So whenever possible please arrange to be present when the **rental agency** conducts their final inspection of the **rental car**.
13. The transportation of contraband or illegal trade.
14. War, hostile or warlike action, insurrection, rebellion, revolution, civil war, usurped power, or action taken by government or public authority in hindering, combating or defending against such action.
15. The transportation of property or passengers for hire.
16. Intentional damage to the **rental car** by an **insured person** or at their direction.
17. The loss, damage or misplacement of vehicle entry devices including keys and remote control devices or any related consequential loss, damage or expense.

EXCLUDED VEHICLES

The following vehicles are excluded from coverage under this certificate:

1. Automobiles or other vehicles which are not **rental cars**.
2. Any vehicle, in its model year, with a MSRP over \$85,000, excluding all taxes, at the place the **rental agreement** is signed or where the **rental car** is picked up.
3. Vans, cargo vans or mini cargo vans (other than **mini-vans**).
4. Trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck.
5. Limousines.
6. **Off-road vehicles**.
7. Motorcycles, mopeds or motor bikes.
8. Trailers, campers, recreational vehicles or vehicles not licensed for road use.
9. Vehicles towing or propelling trailers or any other object.
10. Mini-buses or buses.
11. Any vehicle which is either wholly or in part handmade, hand finished or has a limited production of under 2,500 vehicles per year.
12. Antique vehicles, meaning a vehicle over 20 years old or which has not been manufactured for 10 years or more.
13. **Tax-free cars**.

SECTION 7 - HOW DO YOU MAKE A CLAIM?

If the rental car has sustained damage or loss of any kind or is stolen during your rental, call us when it is safe to do so:

- If in Canada or the United States, toll free at: **1 866 363-3338**.
- From anywhere else in the world, collect to: **+ 905 403-3338**.
- During your call, you will be given all the information required to file a claim.
- If you are making a claim, you must call within 48 hours of the theft, loss and/or damage. Your claim must be submitted with as much documentation as possible, as requested below, within 45 days of discovering the theft, loss and/or damage. You will need to provide all documentation within 90 days of the date of theft, loss and/or damage to the claims administrator at the address provided below.

Do not sign a blank sales draft to cover the damage and **loss of use** charges or a sales draft with an estimated cost of repair and **loss of use** charges. It is important to note that if you do so you may remain responsible for the theft, loss and/or damage.

- When making a claim, we may require that supporting documentation such as the following be provided:
 - **Card** statement(s);
 - Sales draft showing that the **rental car** was paid in full with the **card** and/or obtained through the redemption of points from the **card** reward program, or a combination of both methods of payment;
 - A copy of both sides of the vehicle **rental agreement**;
 - The accident or damage report, if available;
 - The itemized repair bill;
 - The receipt for paid repairs;
 - The police report, when available, and if a police report is not legally required in the jurisdiction in which the accident occurred, then the name, badge number and division address of the police officer contacted;
 - A copy of your billing or pre-billing statement if any repair charges were billed to your **card** account.

All pertinent documents should be sent to:

**Belair Insurance Company Inc.
Car Rental Collision/Loss Damage
Claims Management Services
2 Prologis Blvd., Suite 100
Mississauga, Ontario L5W 0G8**

- For all written and verbal correspondence, please include the **cardholder's** name and the **Policy** number **PSI018005873**.
- Once you report the theft, loss or damage, a claim file will be opened and will remain open for 80 days from the date of the theft, loss or damage. During this time, you may be contacted to answer inquiries regarding your claim.
- You must provide all reasonable cooperation and assistance to us in connection with the claim.
- Under normal circumstances, the claim will be paid within five business days after all necessary documentation has been received by the claims administrator.

SECTION 8 - WHAT ELSE DO YOU NEED TO KNOW?

1. **Canadian Currency.** Any claims paid to you will be payable in Canadian funds. If you have paid a covered expense, you will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made to you. No sum payable shall bear interest.
2. **Payment of Benefits.** All payments are payable to you or on your behalf. In case of death of the **insured person**, benefits are payable to the estate of the **insured person** unless another beneficiary is designated in writing to us.
3. **Misrepresentation and Non-Disclosure.** Any information that has been misrepresented or misstated to us by you or is incomplete may result in this certificate and your insurance coverage being null and void, in which case no benefits will be paid.
4. **Applicable Law.** The terms of this insurance coverage shall be governed and interpreted according to the laws of the province in which the **insured person** is resident.
5. **Material Facts.** No statements or representations made by employees of **CIBC**, our employees, or our agents can vary the terms of this insurance coverage.
6. **Due Diligence.** The **insured person** shall use diligence and do all things reasonable to avoid or diminish any loss of, theft of or damage to property protected by this insurance. We will not unreasonably apply this provision to avoid claims under the **Policy**. Where damage or loss is due (or suspected to be due) to a malicious act, burglary, robbery, theft or attempt thereat, the **insured person** shall give immediate notice to the police or other authorities having jurisdiction. We will require evidence of such notice with the Loss Report prior to settlement of a claim.
7. **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* (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), the *Limitation Act* (for actions or proceedings governed by the laws of Saskatchewan), or other applicable

legislation. For actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.

8. **Subrogation.** If you incur expenses due to the fault of a third party, you assign to us the right to take action against the party at fault in your name. This will require your full cooperation with us and we will pay for all of the related expenses.
Additionally, if No Fault benefits or other collateral sources of payment of expenses are available to you, regardless of fault, we are granted the right to make a demand for, and recover those benefits. If we institute an action, we may do so at our own expense, in your name, and you will attend at the place of loss to assist in the action. If you institute a demand or an action for a covered loss, you shall immediately notify us so that we may safeguard our rights. You shall take no action after a loss that will impair our rights set forth in the previous paragraph and shall do such things as are necessary to secure our rights.
9. **Disagreement Over Size of Loss.** If there is a disagreement about the amount of the loss, either you or we can make a written demand for an appraisal. After the demand, you select a competent appraiser and we select a competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two of the three (the appraisers and the arbitrator) will be binding. You must pay the appraiser you choose. We will pay the appraiser we choose. You will share with us the cost of the arbitrator and the appraisal process.
10. **Benefits Limited to Incurred Expenses.** The total benefits payable to you from all sources cannot exceed the actual expenses which you have incurred.
11. **Trade and Economic Sanctions.** The **Insurer** shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this certificate if and to the extent that doing so would breach any **Prohibition**.

For the purposes of this Clause:

Prohibition means any prohibition or restriction imposed by law or regulation including but not limited to:

- a) trade and/or economic sanctions laws and/or regulations of Canada, the United Kingdom, or any other jurisdiction or authority relevant to the parties; and
- b) any activities that would be subject to a license requirement under those laws and/or regulations in respect of export control, unless such license has been obtained prior to the activity commencing and the **Insurer** has approved the provision of insurance for the activity.

SECTION 9 – DEFINITIONS

Throughout this certificate, **bolded terms that are defined have the specific meaning described below:**

actual cash value means what the **rental car** is worth on the date of the theft, loss and damage, and takes into account such things as depreciation and obsolescence. In determining depreciation, the **Insurer** will consider the condition of the **rental car** immediately before the theft, loss and damage occurred, and the standard market resale value and normal life expectancy.

card means a CIBC Dividend® Visa Infinite* Card issued in Canada by **CIBC**.

cardholder means the 'Primary Cardholder' and the 'Authorized User' (as such terms are defined in the **Cardholder Agreement**).

Cardholder Agreement means the **CIBC** Cardholder Agreement that applies to and governs your **card**.

carsharing program means a car rental club which gives its members 24-hour access to a fleet of cars parked in a convenient location.

coverage period means the rental period that covers you up to 48 consecutive days, beginning when you legally take control of the **rental car** and ending when the **rental agency** resumes control of the **rental car**. If the rental period exceeds 48 consecutive days, no coverage is provided, either for the first 48 consecutive days or any subsequent days thereafter. Coverage cannot be extended for more than 48 days by renewing or taking out a new **rental agreement** with the same or another **rental agency** for the same or another **rental car**. A full calendar day between rentals must exist in order to break the 48 consecutive day cycle.

CIBC means Canadian Imperial Bank of Commerce.

good standing has the meaning attributed to such term as set out in the **Cardholder Agreement**.

insured person(s) means a **cardholder** and **secondary drivers**, while covered under this certificate.

Insurer means Belair Insurance Company Inc.

loss of use means the amount paid to a **rental agency** to compensate it when a **rental car** is unavailable for rental while undergoing repairs for damage incurred during the **coverage period**.

mini-van means a vehicle which is designed and made by an automobile manufacturer as a **mini-van**. It is exclusively made to transport a maximum of eight people including the driver. It is used exclusively for transportation of passengers and their luggage and will not be used by the **cardholder** for transportation of passengers for hire.

off-road vehicle means any vehicle while it is being operated on a road not maintained by a federal, provincial, state, or local agency, not including an entry or exit to private property, or any vehicle which cannot be licensed to drive on a public road and is designed and manufactured primarily for off-road usage.

Policy means Master Policy **PSIO18005873** issued to **CIBC** by the **Insurer**, which includes the present certificate of insurance.

principal driver means a **cardholder** who enters into the **rental agreement**, declines the **rental agency's CDW** (LDW in the United States) or its equivalent and takes possession of the **rental car** and who complies with the terms of this certificate.

rental agency means an auto rental agency licensed to rent vehicles and which provides a **rental agreement**. For greater certainty, throughout this certificate, the term 'rental agency' refers to both traditional auto rental agencies and **carsharing programs**.

The following are not 'rental agencies' under this certificate:

- a) car dealerships, and
- b) peer-to-peer carsharing companies in the business of making available car rentals through digital networks or other electronic means for the general public.

rental agency's CDW means an optional Collision Damage Waiver, Loss Damage Waiver (LDW in the United States) or similar coverage offered by car rental companies that relieves renters of financial responsibility if the car is damaged or stolen while under a **rental agreement**.

rental agreement means the written rental contract between the **cardholder** and the **rental agency** for the **rental car**.

rental car means a vehicle rented from a **rental agency** for up to the **coverage period** allowed and that is not an excluded vehicle listed in SECTION 6 - WHAT ARE YOU NOT COVERED FOR?, EXCLUDED VEHICLES of this certificate.

secondary driver means any driver who is not the **principal driver** of the **rental car**, who is permitted to operate the **rental car** by the **cardholder** (the **principal driver**), whether or not such person has been listed on the **rental agreement** or has been identified to the **rental agency** at the time of making the rental; however, the **cardholder** and all drivers must otherwise qualify under and follow the terms of the **rental agreement** and must be legally licensed and permitted to drive the **rental car** under the laws of the jurisdiction in which the **rental car** shall be used.

tax-free car means a tax-free car package that provides tourists with a short-term (17 days to six months), tax-free vehicle lease agreement with a guaranteed buyback.

we, our and **us** mean the **Insurer**.

you and **your** mean the **cardholder**.

COMMON CARRIER ACCIDENT INSURANCE

CERTIFICATE OF INSURANCE

Bolded terms that are defined in this certificate can be found in SECTION 9 – DEFINITIONS. Throughout this certificate, any references to “you” and “your” mean any person qualifying as an **insured person** under this certificate. The words “we”, “our” and “us” mean the **Insurer**.

SECTION 1 – INTRODUCTION

Common Carrier Accident Insurance provides coverage for an accidental death or dismemberment resulting from riding as a **passenger** on a **common carrier** (land, air, or water transport).

This certificate outlines what is covered along with the conditions under which a payment will be made. It also provides instructions on how to make a claim. For confirmation of coverage or for any questions concerning the information in this certificate, call toll free **1 866 363-3338** (if in Canada or the United States) or call collect **+ 905 403-3338** (from anywhere else in the world).

Belair Insurance Company Inc. (the **Insurer**) provides the insurance for this certificate under Master Policy **PSI033769023** (the **Policy**), issued to Canadian Imperial Bank of Commerce (**CIBC**). This certificate is not a contract of insurance and contains only a summary of the principal provisions of the **Policy**. All benefits are subject in every respect to the **Policy**, under which coverage is provided and payments are made. You may, on request to the **Insurer**, obtain a copy of the **Policy**, subject to certain access limitations permitted by applicable law.

This coverage may be cancelled, changed or modified at the option of **CIBC** and the **Insurer** at any time.

This certificate replaces any and all certificates previously issued to the **cardholder** with respect to the **Policy**.

SECTION 2 – WHAT SHOULD YOU DO IN THE EVENT OF AN ACCIDENT?

IF YOU SUFFER A LOSS DUE TO AN ACCIDENTAL BODILY INJURY WHILE TRAVELLING ON A COMMON CARRIER, YOU MUST CALL US IMMEDIATELY:

From Canada and the United States, toll free **1 866 363-3338**

From anywhere else in the world, collect **+ 905 403-3338**

SECTION 3 – IMPORTANT NOTICE – PLEASE READ CAREFULLY

- Common Carrier Accident Insurance is designed to cover **losses** arising from sudden and unforeseeable circumstances. It is important that you read this certificate and understand your coverage as your coverage is subject to certain limitations or exclusions.
- Coverage is only available if:
 - a) at least 75% of the **common carrier ticket** price, including taxes, is charged to the **card**; and
 - b) you are a resident of Canada.
- **This certificate contains clauses which may limit the amounts payable.**
- **This certificate 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.**

SECTION 4 - WHEN DOES COVERAGE BEGIN AND END?

Coverage **begins** when you board a **common carrier** or, where applicable, when you arrive at the terminal, station, pier or airport with the intent of boarding a **common carrier**.

Coverage **ends** on the earlier of:

- When you alight from a **common carrier** or, where applicable, when you depart from the terminal, station, pier or airport; or
- The date the **Policy** is terminated; or
- The date the **cardholder's card** account is no longer in **good standing**; or
- The date the **cardholder's card** is cancelled.

SECTION 5 - WHAT ARE YOU COVERED FOR AND WHAT ARE YOUR BENEFITS?

COVERAGE

Common Carrier Accident Insurance covers you against **loss**, including death, resulting from **accidental bodily injury** while you are:

- A **passenger** in or on a **common carrier**, or while boarding or alighting from a **common carrier** for which the **fare** was charged to the **cardholder's card**; or
- A **passenger** in or on a taxi, bus, train or airport limousine, but not courtesy transportation provided without a specific charge, travelling directly to or from a terminal, station, pier or airport, or boarding or alighting from a taxi, bus, train or airport limousine, but not courtesy transportation provided without a specific charge, travelling directly to or from a terminal, station, pier or airport, either:
 - Immediately preceding a scheduled departure onboard a **common carrier**; or
 - Immediately following a scheduled arrival of a **common carrier**; or
- In the terminal, station, pier or airport prior to or after boarding or alighting from a **common carrier**.

BENEFITS

If an **accidental bodily injury**, directly and independently of all other causes, occurs (as described under COVERAGE) and results in a **loss** stated in the following Schedule of Accidental Losses within 365 days after the date of an accident, as described under COVERAGE of this section, the **Insurer** will pay a benefit for the **loss** based on the following Schedule of Accidental **Losses**:

SCHEDULE OF ACCIDENTAL LOSSES

ACCIDENTAL LOSS(ES)	AMOUNT
Loss of life	\$500,000
Quadriplegia (both upper and lower limbs)	\$500,000
Paraplegia (both lower limbs)	\$500,000
Hemiplegia (upper and lower limbs of one side of body)	\$500,000
Loss of speech	\$500,000
Loss of hearing	\$500,000
Loss or loss of use of one arm or one leg	\$375,000
Loss or loss of use of one hand or one foot	\$250,000
Loss of sight of one eye	\$250,000
Loss or loss of use of thumb and index finger of the same hand	\$125,000

The maximum benefit payable to you resulting from one accident, regardless of the number of losses, is limited to \$500,000.

EXPOSURE AND DISAPPEARANCE

Any loss caused by unavoidable exposure to the elements will be considered as an **accidental bodily injury**, provided such exposure is sustained as described under the COVERAGE heading of this section.

You will be presumed to have suffered accidental **loss** of life if your body is not found within one year after the disappearance, stranding, sinking or wrecking of any **common carrier** onboard which you were riding at the time of the accident, subject to all other terms of the **Policy**.

SECTION 6 - WHAT ARE YOU NOT COVERED FOR?

This insurance will not pay any expenses relating to or in any way associated with:

1. Intentional self-inflicted injuries.
2. Suicide or attempted suicide.
3. Sickness, disease, medical conditions and bacterial infection of any kind.
4. Your participation in and/or voluntary exposure to any risk from: war or act of war, whether declared or undeclared; invasion or act of foreign enemy; declared or undeclared hostilities; civil war, riot, rebellion; revolution or insurrection; act of military power; or any service in the armed forces.
5. Your commission or attempted commission of a criminal offence.
6. Riding onboard a **common carrier** with a status other than **passenger**.
7. Abuse of drugs, medication and/or alcohol if such abuse caused or contributed to the accident.
8. Noncompliance with any medical therapy or medical treatment (as determined by us) or failure to carry out a physician's instructions.

SECTION 7 - HOW DO YOU MAKE A CLAIM?

To submit a claim:

- If in Canada or the United States, call toll free at: **1 866 363-3338**.
- From anywhere else in the world, call collect to: **+ 905 403-3338**.
- During your call, you will be given all the information required to file a claim.
- **Notice of Claim:** Notice of claim must be given to us as soon as reasonably possible. Where possible, written notice should be given to us within 90 days after the occurrence of any **loss**. Such notice given by or on behalf of the **insured person** must provide particulars sufficient to identify the **cardholder**.
- **Payment of Claims:** Benefits payable under the **Policy** for any **loss** will be paid upon receipt of proof of **loss**.

SECTION 8 - WHAT ELSE DO YOU NEED TO KNOW?

1. **Canadian Currency.** Any claims paid to you will be payable in Canadian funds. If you have paid a covered expense, you will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made to you. No sum payable shall bear interest.
2. **Payment of Benefits.** All payments are payable to you or on your behalf. In case of your death, benefits are payable to your estate unless another beneficiary is designated in writing to us.
3. **Misrepresentation and Non-Disclosure.** Any information that has been misrepresented or misstated to us by you or is incomplete may result in this certificate and your insurance coverage being null and void, in which case no benefits will be paid.
4. **Applicable Law.** The terms of this insurance coverage shall be governed and interpreted according to the laws of the province in which you are resident.
5. **Material Facts.** No statements or representations made by employees of **CIBC**, our employees, or our agents can vary the terms of this insurance coverage.
6. **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* (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), the *Limitation Act* (for actions or proceedings governed by the laws of Saskatchewan), or other applicable legislation. For actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.
7. **Rights of Examination.** As a condition precedent to recovery of insurance money under the **Policy**,
 - a) if you make a claim under the **Policy**, you must give us an opportunity to examine you when and so often as we may reasonably require while the claim hereunder is pending, and
 - b) in the case of your death, we may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.

8. **Subrogation.** If you incur expenses due to the fault of a third party, you assign to us the right to take action against the party at fault in your name. This will require your full cooperation with us and we will pay for all of the related expenses.
- Additionally, if No Fault benefits or other collateral sources of payment of expenses are available to you, regardless of fault, we are granted the right to make a demand for, and recover those benefits. If we institute an action, we may do so at our own expense, in your name, and you will attend at the place of loss to assist in the action. If you institute a demand or an action for a covered loss, you shall immediately notify us so that we may safeguard our rights. You shall take no action after a loss that will impair our rights set forth in the previous paragraph and shall do such things as are necessary to secure our rights.
9. **Trade and Economic Sanctions.** The **Insurer** shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this certificate if and to the extent that doing so would breach any **Prohibition**.
- For the purposes of this Clause:
- Prohibition** means any prohibition or restriction imposed by law or regulation including but not limited to:
- a) trade and/or economic sanctions laws and/or regulations of Canada, the United Kingdom, or any other jurisdiction or authority relevant to the parties; and
 - b) any activities that would be subject to a license requirement under those laws and/or regulations in respect of export control, unless such license has been obtained prior to the activity commencing and the **Insurer** has approved the provision of insurance for the activity.

SECTION 9 - DEFINITIONS

Throughout this certificate, **bolded terms that are defined have the specific meaning described below:**

accidental bodily injury means bodily injury which you sustained as a direct result of an unintended, unanticipated event, provided such event is external to the body and occurs while your insurance under the **Policy** is in force.

card means a CIBC Dividend® Visa Infinite* Card issued in Canada by **CIBC**.

cardholder means the 'Primary Cardholder' of a **card**, but not an 'Authorized User' of a **card** (as such terms are defined in the **Cardholder Agreement**).

Cardholder Agreement means the **CIBC** Cardholder Agreement that applies to and governs your **card**.

CIBC means Canadian Imperial Bank of Commerce.

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, sightseeing, aerial tours and/or recreational activity, regardless of whether such conveyance is licensed.

dependent children means an unmarried natural, adopted, step or foster child, or legal ward of a person or the person's **spouse** who is, at the date of purchase of your **ticket**, at least 15 days old, dependent on the person or the person's **spouse** for support and:

- a) Is under 21 years of age; or
- b) Is a full-time student who is under 25 years of age; or
- c) Has a permanent physical impairment or a permanent mental disability.

fare means at least 75% of the **common carrier ticket** price, including taxes, was charged to the **card**. Fare is extended to include a **common carrier ticket** obtained through the redemption of points from the **card** travel reward program.

good standing has the meaning attributed to such term as set out in the **Cardholder Agreement**.

Insurer means Belair Insurance Company Inc.

loss and **losses** mean a loss:

- 1. of hand or foot, and means complete severance through or above the wrist or ankle joint;
- 2. of arm or leg, and means complete severance through or above the elbow or the knee joint;
- 3. of thumb and index finger, and means complete severance through or above the first phalange of the thumb and index finger;
- 4. of sight of one eye, and 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, and means the complete and irrecoverable loss of the ability to utter intelligible sounds;
6. of hearing, and means permanent loss of hearing in both ears, with an auditory threshold of more than 90 decibels in each ear;
7. related to quadriplegia, paraplegia and hemiplegia, and means the complete and irreversible paralysis of such described limbs; or
8. of use of 1, 2, and/or 3 above, and means the total and irrevocable loss of use provided it is continuous and is determined to be permanent by a physician approved by the **Insurer**.

passenger means an **insured person** riding onboard a **common carrier**. The definition of passenger does not include a person acting as a pilot, operator or crew member.

Policy means Master Policy **PSIO33769023** issued to **CIBC** by the **Insurer**, which includes the present certificate of insurance.

spouse means:

- a) a person who is married to or has entered into a civil union with another person and is living with that person;
- b) a person who is not married but has lived in a marital relationship in the same household for at least one year with another person who is publicly presented as that person's spouse.

ticket means a form of documentation in which the **fare** is pre-paid and charged to the **cardholder's card** and allows for the admission of an **insured person** onto a **common carrier**. Ticket is extended to include a **common carrier** ticket included in a travel itinerary package provided the **fare** has been pre-paid with the **card** and clearly identified as an inherent part of such travel itinerary package **fare**.

we, our and **us** mean the **Insurer**.

you, your and **insured person(s)** means:

- a) the **cardholder**; and
- b) the **cardholder's spouse** and **dependent children**, whether they travel with the **cardholder** or not.

An 'Authorized User' (as defined in the **Cardholder Agreement**) who is not the **cardholder's spouse** or **dependent children** is not covered.

PURCHASE SECURITY & EXTENDED PROTECTION INSURANCE CERTIFICATE OF INSURANCE

Bolded terms that are defined in this certificate can be found in SECTION 9 - DEFINITIONS. Throughout this certificate, any references to "you" and "your" mean any person qualifying as a **cardholder** under this certificate. The words "we", "our" and "us" mean the **Insurer**.

SECTION 1 - INTRODUCTION

Purchase Security & Extended Protection Insurance:

1. provides coverage for certain items charged to your **card**, if such items are lost, stolen, or damaged; and
2. automatically doubles the original **manufacturer's warranty** of a covered item charged to your **card**, up to one additional year.

This certificate outlines what is covered along with the conditions under which a payment will be made. It also provides instructions on how to make a claim. For confirmation of coverage or for any questions concerning the information in this certificate, call toll free **1 866 363-3338** (if in Canada or the United States) or call collect **+ 905 403-3338** (from anywhere else in the world).

Belair Insurance Company Inc. (the **Insurer**) provides the insurance for this certificate under Master Policy **PSIO33759392** (the **Policy**), issued to Canadian Imperial Bank of Commerce (**CIBC**). This certificate is not a contract of insurance and contains only a summary of the principal provisions of the **Policy**. All benefits are subject in every respect to the **Policy**, under which coverage is provided and payments are made. A **cardholder** or a claimant under the **Policy** may, on request to the **Insurer**, obtain a copy of the **Policy**, subject to certain access limitations permitted by applicable law.

This coverage may be cancelled, changed or modified at the option of **CIBC** and the **Insurer** at any time.

This certificate replaces any and all certificates previously issued to the **cardholder** with respect to the **Policy**.

SECTION 2 - WHAT SHOULD YOU DO IF YOUR ITEM IS LOST, STOLEN OR DAMAGED?

IF YOUR ITEM IS LOST, STOLEN OR DAMAGED, IMMEDIATELY CONTACT US BY CALLING:

From Canada and the United States, toll free **1 866 363-3338**

From anywhere else in the world, collect **+ 905 403-3338**

SECTION 3 - IMPORTANT NOTICE - PLEASE READ CAREFULLY

- It is important that you read this certificate and understand your coverage as your coverage is subject to certain limitations or exclusions.
- Only the portion of the **insured item** charged on your **card** will be considered for reimbursement for this coverage, up to the benefit maximum. Any expenses incurred using other payment sources will not be considered.
- Coverage is only available if you are a resident of Canada.
- **This certificate contains clauses which may limit the amounts payable.**
- **This certificate 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.**

SECTION 4 - WHAT ARE YOU COVERED FOR AND WHAT ARE YOUR BENEFITS?

COVERAGE

1. PURCHASE SECURITY

Purchase Security automatically protects, without registration, most **insured items** of personal property when at least a portion of the **purchase price** is charged to the **card** by insuring the item for 90 days from the date of purchase in the event of loss, theft or physical damage, anywhere in the world, if the item is not covered by **other insurance**. If the item is lost, stolen or physically damaged, it will be replaced, repaired, or you will be reimbursed the portion of the **insured item** that was charged on the **card**, at our discretion. Items you give as gifts are covered under Purchase Security subject to compliance with the terms and conditions of the **Policy**. You are entitled to receive the lesser of: the cost of repairs; the actual cash value of the **insured item** immediately prior to the loss; or the portion of the **purchase price** of the **insured item** charged on the **card**.

2. EXTENDED PROTECTION

Extended Protection automatically provides you, without registration, with double the term of the **manufacturer's warranty** up to a maximum of one additional full year commencing immediately following the expiry of the applicable **manufacturer's warranty** on most items purchased anywhere in the world when at least a portion of the **purchase price** is charged to the **card** and the original **manufacturer's warranty** is honoured in Canada or the United States. Valid warranties over five years can be covered if registered with us within the first year after purchase of the item. Items you give as gifts are covered under Extended Protection, subject to compliance with the terms and conditions of the **Policy**.

LIMITS OF LIABILITY

There is a maximum total limit of liability per **cardholder** of \$60,000 for claims under this insurance in respect of all **CIBC** cards held by a **cardholder**. You are entitled to receive the lesser of:

- a) the cost of repairs;
- b) the actual cash value of the **insured item** immediately prior to the loss; or
- c) the portion of the **purchase price** of the **insured item** charged to the **card**.

Claims for **insured items** belonging to and purchased as a pair or set will be paid for at the portion charged on the **card** of the **purchase price** of the pair or set providing that the parts of the pair or set are unusable individually and cannot be replaced individually. Where parts of a pair or set are usable individually, liability will be limited to payment equal to a proportionate part of the **purchase price** that the number of lost, stolen or damaged parts bear to the number of parts in the complete pair or set.

We may, at our sole option, elect to:

- a) repair, rebuild, or replace the item lost, stolen or damaged (whether in whole or in part); or
- b) pay cash for said item not exceeding the **purchase price** thereof and subject to the exclusions, terms and limits of liability as stated in this certificate.

SECTION 5 - CONDITIONS THAT MAY LIMIT YOUR COVERAGE

This section explains the conditions that may limit your entitlement to benefits under this certificate.

1. **Benefits Limited to Incurred Expenses.** The total benefits paid to you from all sources cannot exceed the actual expenses which you have incurred.
2. **Trade and Economic Sanctions.** The **Insurer** shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this certificate if and to the extent that doing so would breach any **Prohibition**. For the purposes of this Clause:

Prohibition means any prohibition or restriction imposed by law or regulation including but not limited to:

- a) trade and/or economic sanctions laws and/or regulations of Canada, the United Kingdom, or any other jurisdiction or authority relevant to the parties; and
- b) any activities that would be subject to a license requirement under those laws and/or regulations in respect of export control, unless such license has been obtained prior to the activity commencing and the **Insurer** has approved the provision of insurance for the activity.

SECTION 6 - WHAT ARE YOU NOT COVERED FOR?

EXCLUSIONS APPLICABLE TO ALL COVERAGES

This insurance will not pay any expenses relating to or in any way associated with:

1. Items purchased by or for use by a business for commercial purpose.
2. Automobiles, trailers, motorcycles, motorboats, or accessories attached to or mounted on such property, airplanes, drones, motor scooters, snow blowers, riding lawnmowers, golf carts, lawn tractors, electric bikes with a **purchase price** exceeding \$3,000 at time of purchase, and any other motorized or propelled vehicles (except miniature electric vehicles for children), and their parts and accessories.
3. Fraud, negligence, misuse and abuse by you.
4. Hostilities of any kind, including war, invasion, rebellion, or insurrection.
5. Confiscation by authorities, risks of contraband, illegal activities, willful acts or omissions by you.
6. Normal wear and tear.
7. Damage to sports equipment and goods when being used for its intended purpose.
8. Perishables such as food and liquor, and goods consumed in use, such as perfume, cosmetics and paint.
9. Services, ancillary costs incurred in respect of an **insured item** and not forming part of the **purchase price**.
10. Refurbished items (except by the manufacturer), used and pre-owned items including antiques and demos.
11. Flood and earthquake.
12. Inherent product defect.
13. Mysterious disappearance (means when the article of personal property in question cannot be located, and the circumstances of its disappearance cannot be explained or do not lend themselves to a reasonable conclusion that a theft occurred).
14. Incidental and indirect damages including bodily injury, punitive or exemplary damages and legal expenses.

EXCLUSIONS APPLICABLE TO PURCHASE SECURITY COVERAGE

This insurance will not pay any expenses relating to or in any way associated with:

15. Travellers' cheques, any type of currency, cash, prepaid cards, gift cards, tickets, and any other **negotiable instruments** and bullion.
16. Rare or precious coins and art objects.
17. Animals and living plants.
18. Jewellery in baggage, unless personally hand carried by you or by a person travelling with you previously known to you. Jewellery stolen from baggage not personally hand carried is not covered unless your baggage is stolen in its entirety; in which case, the loss is subject to a limitation of \$2,500 per occurrence.

EXCLUSIONS APPLICABLE TO EXTENDED PROTECTION COVERAGE

This insurance will not pay any expenses relating to or in any way associated with:

19. Services, dealer and assembler warranties.
20. Improper installation or alteration.
21. Any repair or replacement that would not have been covered under the **manufacturer's warranty**.

SECTION 7 - HOW DO YOU MAKE A CLAIM?

To submit a claim:

- If in Canada or the United States, call toll free at: **1 866 363-3338**.
- From anywhere else in the world, call collect to: **+ 905 403-3338**.
- During your call, you will be given all the information required to file a claim.
- Notice of any occurrence of loss, theft or damage of an **insured item** must be given within 45 days thereafter. Your failure to give such notice within 45 days after the loss, theft or damage to the **insured item** may result in denial of the related claim. In the event that you have homeowner's or tenant's insurance (primary insurance), you must file with the insurer of that coverage in addition to filing with us. If the loss, theft or damage is not covered under the primary insurance, you may be required to provide a letter from the primary insurer indicating so, and/or a copy of their policy. In addition, you must, within 90 days from the date of the loss, theft or damage, complete, sign and return to us our Loss Report.
- You must provide details to substantiate the loss, theft or damage, together with original copies, not photocopies, of your receipt and/or the statement, store receipt, **manufacturer's warranty** where applicable, police report, if obtainable, fire insurance claim or loss report, primary insurance documentation and payment, if you have **other insurance**, and any other information reasonably necessary to determine your eligibility for benefits hereunder.
- If the item is lost, stolen or damaged, you may be required to replace the item and provide original copies of both receipts. Prior to proceeding with any repair services, you must obtain approval for the repair services and of the repair facility from us. At our sole discretion, you may be required to send, at your expense and risk, the damaged item on which a claim is based to the address designated by us. Our payment made in good faith with respect to a claim will discharge us to the extent of the claim.

All pertinent documents should be sent to:

Belair Insurance Company Inc.
Purchase Security & Extended Protection
Claims Management Services
2 Prologis Blvd., Suite 100
Mississauga, Ontario L5W 0G8

SECTION 8 - WHAT ELSE DO YOU NEED TO KNOW?

1. **Canadian Currency.** Any claims paid to you will be payable in Canadian funds. If you have paid a covered expense, you will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made to you. No sum payable shall bear interest.
2. **Payment of Benefits.** All payments are payable to you or on your behalf. In case of your death, benefits are payable to your estate unless another beneficiary is designated in writing to us.
3. **Benefits to Cardholder Only.** This insurance is only for your benefit. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits. You shall not assign these benefits without our prior written approval, other than benefits on gifts as provided in this certificate and the **Policy**.
4. **Other Insurance.** Except in Quebec where the provisions set out under section 2496 of the *Civil Code of Quebec* shall apply, this insurance is strictly excess coverage and does not apply as contributing insurance. The **Policy** is not a substitute for **other insurance** and covers you only to the extent a permitted claim exceeds the coverage of **other insurance**. The **Policy** also provides coverage for the amount of the deductible of **other insurance**. The coverage takes effect only when the limits of the **other insurance** have been reached and paid to you regardless of whether the **other insurance** contains provisions purporting to make the coverage of such **other insurance** non-contributory or excess.
5. **Misrepresentation and Non-Disclosure.** Any information that has been misrepresented or misstated to us by you or is incomplete may result in this certificate and your insurance coverage being null and void, in which case no benefits will be paid.
6. **Applicable Law.** The terms of this insurance coverage shall be governed and interpreted according to the laws of the province in which you are resident.

7. **Material Facts.** No statements or representations made by employees of **CIBC**, our employees, or our agents can vary the terms of this coverage.
8. **Due Diligence.** You shall use diligence and do all things reasonable to avoid or diminish any loss of, theft of or damage to property protected by this insurance. We will not unreasonably apply this provision to avoid claims under the **Policy**. Where damage or loss is due (or suspected to be due) to a malicious act, burglary, robbery, theft or attempt thereof, you shall give immediate notice to the police or other authorities having jurisdiction. We will require evidence of such notice with the Loss Report prior to settlement of a claim.
9. **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* (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), the *Limitation Act* (for actions or proceedings governed by the laws of Saskatchewan), or other applicable legislation. For actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.
10. **Subrogation.** If you incur expenses due to the fault of a third party, you assign to us the right to take action against the party at fault in your name. This will require your full cooperation with us and we will pay for all of the related expenses.
Additionally, if No Fault benefits or other collateral sources of payment of expenses are available to you, regardless of fault, we are granted the right to make a demand for, and recover those benefits. If we institute an action, we may do so at our own expense, in your name, and you will attend at the place of loss to assist in the action. If you institute a demand or an action for a covered loss, you shall immediately notify us so that we may safeguard our rights. You shall take no action after a loss that will impair our rights set forth in the previous paragraph and shall do such things as are necessary to secure our rights.
11. **Disagreement Over Size of Loss.** If there is a disagreement about the amount of the loss, either you or we can make a written demand for an appraisal. After the demand, you select a competent appraiser and we select a competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two of the three (the appraisers and the arbitrator) will be binding. You must pay the appraiser you choose. We will pay the appraiser we choose. You will share with us the cost of the arbitrator and the appraisal process.
12. **Statutory Conditions.** The **Policy** includes Statutory Conditions that apply to insurance against loss or damage to property in the form prescribed by applicable provincial and territorial insurance legislation.

SECTION 9 - DEFINITIONS

Throughout this certificate, **bolded terms that are defined have the specific meaning described below:**

card means a CIBC Dividend® Visa Infinite* Card issued in Canada by **CIBC**.

cardholder means the 'Primary Cardholder' and the 'Authorized User' (as such terms are defined in the **Cardholder Agreement**).

Cardholder Agreement means the **CIBC** Cardholder Agreement that applies to and governs your **card**.

CIBC means Canadian Imperial Bank of Commerce.

insured item means a new item (a pair or set being one item) of personal property (not purchased by or for use by a business or for commercial purposes), or gift, for which at least a portion of the **purchase price** is charged to the **card**.

Insurer means Belair Insurance Company Inc.

manufacturer's warranty means an expressly written warranty issued by the manufacturer of the **insured item** at the time of purchase. The manufacturer's warranty must be valid in Canada or the United States. The manufacturer's warranty must be provided free of charge with the purchase of the **insured item** and must not be an extended or supplemental warranty that is purchased.

negotiable instruments means a document guaranteeing the payment of a specific amount of money, either on demand, or at a set time, with the payer usually named on the document. Negotiable instruments are unconditional orders or promises to pay, and include, but are not limited to cheques, drafts, bearer bonds, some certificates of deposit, promissory notes, and bank notes (currency).

other insurance means any and all policies of insurance or indemnity which provide additional coverage to you for loss, theft or damage covered under the **Policy**.

Policy means Master Policy **PSI033759392** issued to **CIBC** by the **Insurer**, which includes the present certificate of insurance.

purchase price means the actual cost of the **insured items**, including any applicable sales tax, as shown on the store receipt and where at least a portion of the cost is charged to your **card**, or financed with the **card** through a Canadian Buy Now Pay Later (BNPL) service provider. This includes any charges to the **card** that are paid for through the redemption of points from the **card** reward program. Any charges incurred using other payment sources will not be covered under this insurance.

we, our and **us** mean the **Insurer**.

you and **your** mean the **cardholder**.

MOBILE DEVICE INSURANCE
CERTIFICATE OF INSURANCE

Bolded terms that are defined in this certificate can be found in SECTION 10 - DEFINITIONS. Throughout this certificate, any references to “you” and “your” mean any person qualifying as an **insured person** under this certificate. The words “we”, “our” and “us” mean the **Insurer**.

SECTION 1 - INTRODUCTION

Mobile Device Insurance provides coverage for **mobile devices** that are lost, stolen or **accidentally damaged** when:

1. the full **purchase price** is charged to your **card**; or
2. any required up-front payment is charged to your **card** and the balance of the **purchase price** is financed with your **card** through a **provider's** payment plan; or
3. the full **purchase price** is financed with your **card** through a **provider's** payment plan.

This certificate outlines what is covered along with the conditions under which a payment will be made. It also provides instructions on how to make a claim. For confirmation of coverage or for any questions concerning the information in this certificate, call toll free **1 866 363-3338** (if in Canada or the United States) or call collect **+ 905 403-3338** (from anywhere else in the world).

Belair Insurance Company Inc. (the **Insurer**) provides the insurance for this certificate under Master Policy **PSIO54390507** (the **Policy**), issued to Canadian Imperial Bank of Commerce (**CIBC**). This certificate is not a contract of insurance and contains only a summary of the principal provisions of the **Policy**. All benefits are subject in every respect to the **Policy**, under which coverage is provided and payments are made. A **cardholder** or a claimant under the **Policy** may, on request to the **Insurer**, obtain a copy of the **Policy**, subject to certain access limitations permitted by applicable law.

This coverage may be cancelled, changed or modified at the option of **CIBC** and the **Insurer** at any time.

This certificate replaces any and all certificates previously issued to the **cardholder** with respect to the **Policy**.

SECTION 2 - WHAT SHOULD YOU DO IF YOUR MOBILE DEVICE IS LOST, STOLEN OR ACCIDENTALLY DAMAGED?

IF YOUR MOBILE DEVICE IS LOST, STOLEN OR ACCIDENTALLY DAMAGED, IMMEDIATELY CALL US:

From Canada and the United States, toll free **1 866 363-3338**
From anywhere else in the world, collect **+ 905 403-3338**

SECTION 3 - IMPORTANT NOTICE - PLEASE READ CAREFULLY

- It is important that you read this certificate and understand your coverage as your coverage may be subject to certain limitations or exclusions.
- The insurance coverage outlined in this certificate is available for **mobile devices** purchased on or after the **effective date** defined in SECTION 10 - Definitions.

- Coverage is available when:
 - the full **purchase price** is charged to your **card**, or
 - any required up-front payment is charged to your **card** and the balance of the **purchase price** is financed with your **card** through a **provider's** payment plan; or
 - the full **purchase price** is financed with your **card** through a **provider's** payment plan.
- Coverage is only available if you are a resident of Canada.
- **This certificate contains clauses which may limit the amounts payable.**
- **This certificate 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.**

SECTION 4 - WHEN DOES COVERAGE BEGIN AND END?

If you charge the full purchase price to your card:

Coverage **begins** on the 91st day following the date of purchase of your **mobile device** (in order to avoid overlap with the 90-day coverage available to you under your certificate for Purchase Security & Extended Protection Insurance).

Coverage **ends** on the earlier of:

- two years from the date of purchase of your **mobile device**; or
- the date your **mobile device** is no longer activated with a Canadian wireless service provider, if the **mobile device** is equipped with cellular data technology; or
- the date the **cardholder's card** account is no longer in **good standing**; or
- the date the Primary Cardholder's **card** is cancelled (**Note:** In addition, an Authorized User's coverage will also end, but the Primary Cardholder's coverage will not) if only the Authorized User's **card** is cancelled; or
- the date the **Policy** is terminated.

If you finance all or any portion of the purchase price with your card through a provider's payment plan:

Coverage **begins** on the date the first transaction related to the **mobile device** is charged to your **CIBC credit card** account.

Coverage **ends** on the earlier of:

- two years from the date the first transaction related to the **mobile device** is charged to your **CIBC credit card** account; or
- the date one bill payment for your **provider's** payment plan was not charged to your **card**.
Exception: Once the **purchase price** has been fully paid under your **provider's** payment plan, this reason for coverage ending is no longer applicable; or
- the date the **cardholder's card** account is no longer in **good standing**; or
- the date the Primary Cardholder's **card** is cancelled (**Note:** In addition, an Authorized User's coverage will also end, but the Primary Cardholder's coverage will not) if only the Authorized User's **card** is cancelled; or
- the date the **Policy** is terminated.

SECTION 5 - WHAT ARE YOU COVERED FOR AND WHAT ARE YOUR BENEFITS?

COVERAGE

Mobile Device Insurance provides coverage in the event your **mobile device** is lost, stolen or **accidentally damaged**, anywhere in the world. Coverage is available for **mobile devices** purchased on or after the **effective date**, if:

- you charge the full **purchase price** of your **mobile device** to your **card** (which includes any charges that are paid for through the redemption of points from the **card** reward program) and you activate your **mobile device** with a Canadian wireless service provider, if the **mobile device** is equipped with cellular data technology; or
- you charge the portion of the **purchase price** of your **mobile device** that is required to be paid up-front to your **card**, and finance the balance of the **purchase price** through a **provider's** payment plan, and charge all your bill payments to your **card** for the entire duration of your contract with the **provider**; or

3. you finance all or any portion of the **purchase price** of your **mobile device** with your **card** through a **provider's** payment plan, and you charge all your bill payments to your **card** for the entire duration of your contract with the **provider**.

In no event will a corporation, partnership or other business entity be eligible for the insurance provided by this certificate.

BENEFITS

Subject to the terms and conditions of this certificate:

1. If your **mobile device** is lost or stolen, you will be reimbursed the replacement cost not exceeding the depreciated value* of your **mobile device** at the date of loss, less a 10% deductible, to a maximum of \$1,000 per occurrence and per **insured person**.
2. If your **mobile device** is accidentally damaged, you will be reimbursed the lesser of its repair or replacement cost not exceeding the depreciated value* of your **mobile device** at the date of loss, less a 10% deductible, to a maximum of \$1,000 per occurrence and per **insured person**.

*** The depreciated value of your mobile device at the date of loss is equal to the purchase price less the depreciation cost. Depreciation cost is equal to two percent of the purchase price multiplied by the number of completed months from the date of purchase.**

Examples:

If you purchase a **mobile device** with a **purchase price** of \$900 and you file a claim for loss ten (10) months after purchase, the maximum reimbursement will be calculated as follows:

Purchase price	\$900
Less depreciation	-\$180 (\$900 X 2% X 10 months)
Equals depreciated value	\$720
Less deductible	-\$72 (\$720 X 10%)
Maximum benefit payable	\$648

If your **mobile device** is lost or stolen and, upon approval of your claim, the replacement cost is \$900, including applicable taxes, the maximum benefit payable to you, as per the example provided, would be \$648. If the replacement cost is \$500, including applicable taxes, the maximum benefit payable to you would be \$500.

If your **mobile device** is accidentally damaged and, upon approval of your claim, the total repair cost is \$200, including applicable taxes, the maximum benefit payable to you would be \$200.

EXCLUDED ITEMS

The following items are excluded from coverage under this certificate:

1. Accessories for your **mobile device**, whether purchased separately or contained in the original manufacturer's package.
2. Laptop computers.
3. Batteries.
4. **Mobile devices** purchased for resale.
5. **Mobile devices** purchased by, or for, a business.
6. Used or previously owned **mobile devices**.
7. Refurbished **mobile devices** (unless provided as a replacement for your **mobile device** under the manufacturer's warranty or purchased directly from the original manufacturer or a Canadian wireless service provider).
8. **Mobile devices** that have been modified from their original state.
9. **Mobile devices** being shipped, until received and accepted by you in new and undamaged condition.
10. **Mobile devices** stolen from baggage unless such baggage is hand carried under your personal supervision or that of your travelling companion with your knowledge.

SECTION 6 - CONDITIONS THAT MAY LIMIT YOUR COVERAGE

This section explains conditions that may limit your entitlement to benefits under this certificate.

1. **Limitations.** This insurance does not replace the manufacturer's warranty or warranty obligations; however, this insurance provides certain benefits for which the manufacturer may not provide coverage. Parts and services covered by the manufacturer's warranty and warranty obligations are the responsibility of the manufacturer only.

This insurance is in excess of any other applicable valid insurance, indemnity, warranty or protection available to you in respect of the item(s) subject to the claim. If you have one or more card(s) provided by **CIBC** which provide Mobile Device Insurance, the maximum number of claims under all such cards is limited to one claim in any 12 consecutive month period and two claims in any 48 consecutive month period.

2. **Trade and Economic Sanctions.** The **Insurer** shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this certificate if and to the extent that doing so would breach any **Prohibition**.

For the purposes of this Clause:

Prohibition means any prohibition or restriction imposed by law or regulation including but not limited to:

- a) trade and/or economic sanctions laws and/or regulations of Canada, the United Kingdom, or any other jurisdiction or authority relevant to the parties; and
- b) any activities that would be subject to a license requirement under those laws and/or regulations in respect of export control, unless such license has been obtained prior to the activity commencing and the **Insurer** has approved the provision of insurance for the activity.

SECTION 7 - WHAT ARE YOU NOT COVERED FOR?

This insurance will not pay any expenses relating to or in any way associated with:

1. Fraud, misuse or lack of care by you.
2. Improper installation, mechanical breakdown.
3. Hostilities of any kind, including war, invasion, rebellion or insurrection.
4. Confiscation by authorities, risks of contraband, illegal activities, normal wear or tear, flood, earthquake or inherent product defects.
5. Mysterious disappearance (means when the **mobile device** in question cannot be located, and the circumstances of its disappearance cannot be explained or do not lend themselves to a reasonable conclusion that a theft occurred).
6. Power surges, artificially generated electrical currents or electrical irregularities.
7. Any occurrence that results in catastrophic damage beyond repair, such as the **mobile device** separating into multiple pieces.
8. Cosmetic damage that does not affect functionality.
9. Software, wireless service provider or network issues.
10. Theft, or intentional or criminal acts by any **insured person** or an **insured person's family member**. However, this exclusion does not apply to any **insured person** who has not committed and is not involved in the theft or the intentional or criminal act.
11. Incidental and consequential damages including bodily injury, loss of use, property, punitive and exemplary damages and legal fees.

SECTION 8 - HOW DO YOU MAKE A CLAIM?

To submit a claim:

- If in Canada or the United States, call toll free at: **1 866 363-3338**.
- From anywhere else in the world, call collect to: **+ 905 403-3338**.
- During your call, you will be given all the information required to file a claim.
- In the event of loss or theft, you must notify your wireless provider to suspend your wireless services within 48 hours of the date of loss. In the event of theft, you must also notify the police within seven days of the date of loss.
- If you are making a claim, you must call immediately after learning of a loss, or an occurrence which may lead to a loss covered under the **Policy**, but in no event later than 14 days from the date of loss and PRIOR to proceeding with any action or repairs/replacements.
- If you submit a claim for a **mobile device** that has been **accidentally damaged**, you must obtain a written estimate of the cost to repair your **mobile device** by a repair facility authorized by the original **mobile device** manufacturer.
- **When making a claim, you will be required to submit a completed claim form containing the time, place, cause and amount of loss. We may require that supporting documentation such as the following be provided:**
 - The original sales receipt detailing the cost, date and description of purchase;
 - The date and time you notified your wireless service provider of loss or theft;

- A copy of the original manufacturer's warranty (for accidentally damaged claims);
- A copy of the written repair estimate (for accidentally damaged claims);
- If you charged the full **purchase price** of your **mobile device** to your **card**, the **card** statement showing the charge;
- If all or any portion of the **purchase price** of your **mobile device** was financed through a **provider's** payment plan, proof of bill payments charged to the **card** for up to 12 consecutive months immediately preceding the date of loss and details indicating the cost of the **mobile device** and amount that has been paid; and
- A police report, fire insurance claim or loss report, primary insurance documentation and payment (if you have other insurance), and any other information reasonably necessary to determine your eligibility for benefits hereunder.

All pertinent documents should be sent to:

**Belair Insurance Company Inc.
Mobile Device Insurance
Claims Management Services
2 Prologis Blvd., Suite 100
Mississauga, Ontario L5W 0G8**

- At our sole discretion, you may be required to send to us, at your own expense, the damaged item on which a claim is based to support your claim. Prior to proceeding with any repair services or replacement of the **mobile device**, you must obtain our approval to ensure eligibility for payment of your claim.
- We may request, at our sole discretion, that you repair or replace the **mobile device** and charge the cost of the repair or replacement to your **card**.
- **Notice of Claim:** Notice of claim must be given to us as soon as reasonably possible. Where possible, written notice should be given to us within 90 days after the occurrence of any loss. Such notice given by or on your behalf must provide particulars sufficient to identify you.
- **Payment of Claims:** Benefits payable under the **Policy** for any loss will be paid upon receipt of proof of loss.

SECTION 9 - WHAT ELSE DO YOU NEED TO KNOW?

1. **Canadian Currency.** Any claims paid to you will be payable in Canadian funds. If you have paid a covered expense, you will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made to you. No sum payable shall bear interest.
2. **Payment of Benefits.** All payments are payable to you or on your behalf. In case of your death, benefits are payable to your estate unless another beneficiary is designated in writing to us.
3. **Benefits to Cardholder Only.** This insurance is for your benefit only. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits. You shall not assign these benefits without our prior written approval, other than benefits on gifts as provided in this certificate and the **Policy**.
4. **Other Insurance.** Except in Quebec where the provisions set out under section 2496 of the *Civil Code of Quebec* shall apply, this insurance is strictly excess coverage and does not apply as contributing insurance. The **Policy** is not a substitute for **other insurance** and covers you only to the extent a permitted claim exceeds the coverage of **other insurance**. The **Policy** also provides coverage for the amount of the deductible of **other insurance**. The coverage takes effect only when the limits of the **other insurance** have been reached and paid to you regardless of whether the **other insurance** contains provisions purporting to make the coverage of such **other insurance** non-contributory or excess.
5. **Misrepresentation and Non-Disclosure.** Any information that has been misrepresented or misstated to us by you or is incomplete may result in this certificate and your insurance coverage being null and void, in which case no benefits will be paid.
6. **Applicable Law.** The terms of this insurance coverage shall be governed and interpreted according to the laws of the province in which you are resident.
7. **Material Facts.** No statements or representations made by employees of **CIBC**, our employees, or our agents can vary the terms of this coverage.
8. **Due Diligence.** You shall use diligence and do all things reasonable to avoid or diminish any loss of, theft of or damage to property protected by this insurance. We will not unreasonably apply this provision to avoid claims under the **Policy**. Where damage or loss is due (or suspected to be due) to a malicious act, burglary, robbery, theft or attempt thereof, you shall give immediate notice to the police or other authorities having jurisdiction. We will require evidence of such notice with the loss report prior to settlement of a claim.
9. **Subrogation.** If you incur expenses due to the fault of a third party, you assign to us the right to take action against the party at fault in your name. This will require your full cooperation with us and we will pay for all of the related expenses.
Additionally, if No Fault benefits or other collateral sources of payment of expenses are available to you, regardless of fault, we are granted the right to make a demand for, and recover those benefits. If we institute

an action, we may do so at our own expense, in your name, and you will attend at the place of loss to assist in the action. If you institute a demand or an action for a covered loss, you shall immediately notify us so that we may safeguard our rights. You shall take no action after a loss that will impair our rights set forth in the previous paragraph and shall do such things as are necessary to secure our rights.

10. **Disagreement Over Size of Loss.** If there is a disagreement about the amount of the loss, either you or we can make a written demand for an appraisal. After the demand, you select a competent appraiser, and we select a competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two of the three (the appraisers and the arbitrator) will be binding. You must pay the appraiser you choose. We will pay the appraiser we choose. You will share with us the cost of the arbitrator and the appraisal process.
11. **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* (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), the *Limitation Act* (for actions or proceedings governed by the laws of Saskatchewan), or other applicable legislation. For actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.
12. **Statutory Conditions.** The **Policy** includes Statutory Conditions that apply to insurance against loss or damage to property in the form prescribed by applicable provincial and territorial insurance legislation.

SECTION 10 - DEFINITIONS

Throughout this certificate, **bolded terms that are defined have the specific meaning described below:**

accidentally damaged means your **mobile device** has been physically damaged by an unexpected and unintentional external event, such as drops, cracks and spills that occur during normal daily usage of the **mobile device** as the manufacturer intended.

card means a CIBC Dividend® Visa Infinite* Card issued in Canada by **CIBC**.

cardholder means the 'Primary Cardholder' and the 'Authorized User' (as such terms are defined in the **Cardholder Agreement**).

Cardholder Agreement means the **CIBC** Cardholder Agreement that applies to and governs your **card**.

CIBC means Canadian Imperial Bank of Commerce.

effective date means July 1, 2021.

family member means your spouse, mother, father, step-parent, legal guardian, legal ward, in-law, natural or adopted child, step-child, sister, brother, step sibling, grandparent, grandchild, aunt, uncle, niece, or nephew.

good standing has the meaning attributed to such term as set out in the **Cardholder Agreement**.

Insurer means Belair Insurance Company Inc.

mobile device means a new portable computing device such as a cell phone, smartphone or tablet, which has Internet-based and/or wireless communication capabilities.

other insurance means any and all policies of insurance or indemnity which provide additional coverage to you for loss, theft or damage covered under the **Policy**.

Policy means Master Policy **PSI054390507** issued to **CIBC** by the **Insurer**, which includes the present certificate of insurance.

provider means a Canadian wireless service provider or a Canadian Buy Now Pay Later (BNPL) service provider.

purchase price means the full cost of the **mobile device** including any applicable sales tax, as shown on the sales receipt and less any in-store credit or certificate issued to you by a retailer or a Canadian wireless service provider when you trade-in an old **mobile device**, and costs or fees associated with the purchase of the **mobile device**, such as insurance premiums, customs duty, delivery charges and transportation costs or other similar costs or fees. The purchase price includes any charges paid for with points from the **card** reward program.

we, our and us mean the **Insurer**.

you, your and insured person mean the **cardholder**.

IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

Your privacy is important to us. To read the commitment we've made to protecting your privacy, and understand how we use, collect and disclose your personal information, please visit our Privacy Promise online at cibc.client.insure/privacy or request a copy by calling **1 866 941-5094**. Our Privacy Promise may be updated from time to time. We encourage you to visit our website periodically to take notice of any changes.

Insurer Contact Information:

Belair Insurance Company Inc.
700 University Ave, Toronto, ON M5G 0A1
1 833 964-2757

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