

# INSURANCE CERTIFICATE

## AUTO RENTAL COLLISION/LOSS DAMAGE INSURANCE

Royal & Sun Alliance Insurance Company of Canada (referred to in this certificate as the "Company") provides the insurance for this certificate under Master Policy PS1018005873 (referred to in this certificate as the "Policy"). This certificate is not a contract of insurance and contains only a summary of the principal provisions of the Policy. A **Cardholder** or a claimant under the Policy may, on request to the Company, obtain a copy of the Policy, subject to certain access limitations permitted by applicable law. All benefits are subject in every respect to the Policy which alone constitutes the Agreement under which payments are made. This coverage may be cancelled, changed or modified at the option of **CIBC** at any time without notice. This certificate replaces any and all certificates previously issued to the **Cardholder** with respect to the Policy.

This certificate outlines what Auto Rental Collision/Loss Damage Insurance is and what is covered along with the conditions under which a payment will be made when **You** rent and operate a rental vehicle but do not accept the Collision Damage Waiver (CDW), Loss Damage Waiver (LDW in the U.S.), or their equivalent offered by a **Rental Agency**. It also provides instructions on how to make a claim. This certificate should be kept in a safe place and carried with **You** when **You** travel. Confirmation of coverage or any questions concerning the details contained herein, if in Canada or Continental U.S.A., including Hawaii, please call toll free at: **1 866 363-3338**. From all other locations, including Mexico, call collect to: **905 403-3338**.

**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 Policy only covers theft, loss or damage to the rental vehicle as stipulated herein.**

### IMPORTANT – PLEASE READ THE ENTIRE CERTIFICATE CAREFULLY:

Check the rental vehicle carefully for scratches or dents before and after **You** rent the vehicle. Be sure to point out where the scratches or dents are located to a **Rental Agency** representative and have him or her note these on the appropriate form and retain a copy for **Your** records.

A **Rental Agency** has no obligation to explain **Your** Auto 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 the Company. Please confirm with the Company that **Your** rental vehicle has coverage under this Policy.

When the value of the rental vehicle, in its model year, is over the Manufacturer's Suggested Retail Price (MSRP) of sixty-five thousand dollars (\$65,000) Canadian excluding all taxes, at the place the rental agreement is signed or where the rental vehicle is picked up, no coverage will be provided under this Policy.

### PART I: DEFINITIONS

Throughout this certificate, all bold, capitalized terms have the meanings described below:

**"Actual Cash Value"** means what the vehicle 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 Company will consider the condition of the vehicle immediately before the damage occurred, the standard market resale value and normal life expectancy.

**"Car Sharing Program"** means a car rental club which gives its members 24 hour access to a fleet of cars parked in a convenient location.

**"Card"** means a CIBC Dividend Platinum® Visa\* Card.

**"Cardholder"** means the person whose name is embossed on the **Card** or who is authorized to use the **Card** in accordance with the Cardholder Agreement.

**"CIBC"** means Canadian Imperial Bank of Commerce.

**"Gross Vehicle Weight"** means the weight of the complete **Mini-Van** plus the maximum load that it has been designed to carry.

**"Insured Person"** means:

1. **You the Cardholder**, who presents himself (herself) in person at the **Rental Agency**, signs the rental contract, declines the **Rental Agency's** CDW, LDW (in the U.S.) or its equivalent and takes possession of the rental vehicle and who complies with the terms of this Policy.
2. Any other person who drives the same rental vehicle with **Your** permission whether or not such person has been listed on the rental vehicle contract or has been identified to the **Rental Agency** at the time of making the rental, however, **You** and all drivers must otherwise qualify under and follow the terms of the rental contract and must be legally licensed and permitted to drive the rental vehicle under the laws of the jurisdiction in which the rental vehicle shall be used.

**"Loss of Use"** means the amount paid to a **Rental Agency** to compensate it when a rental vehicle is unavailable for rental while undergoing repairs for damage incurred during the rental period.

**"Mini-Van"** means a vehicle which is designed and made by an automobile manufacturer as a mini-van, which has a manufacturer's list **Gross Vehicle Weight** of not more than 5,955 pounds or 2,680 kilograms. It is exclusively made to transport a maximum of eight (8) 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. It includes but is not limited to the following models: Ford Freestar, Chevrolet Astro, GMC Safari, Dodge Caravan, Honda Odyssey, Toyota Sienna, Nissan Quest.

“**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 entrance or departure ways 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.

“**Rental Agency**” means an auto rental agency licensed to rent vehicles and which provides a rental agreement. For greater certainty, throughout this certificate of insurance the term “rental agency” refers to both traditional auto rental agencies and **Car Sharing Programs**.

“**Rental Agency’s CDW**” means an optional Collision Damage Waiver, Loss Damage Waiver (LDW in the U.S.) or similar coverage offered by car rental companies that relieves renters of financial responsibility if the car is damaged or stolen while under rental contract.

“**Tax-Free Car**” means a tax-free car package that provides tourists with a short-term (17 days to 6 months), tax-free vehicle lease agreement with a guaranteed buyback. The Auto Rental Collision/Loss Damage Insurance program **will not** provide coverage for tax-free cars.

“**You**”/“**Your**” means an **Insured Person**.

## **PART II: TERMS OF COVERAGE**

### **A. WHEN COVERAGE BEGINS**

All coverage for eligible **Cardholders** will take effect at the time the **Cardholder** legally takes control of the rental vehicle.

### **B. WHEN COVERAGE ENDS**

A **Cardholder’s** coverage will end at the earliest of the following:

1. The **Rental Agency** reassumes control of the rental vehicle;
2. The length of time **You** rent the same vehicle or vehicles 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 vehicle 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, coverage will not be provided from the first day of rental onwards, i.e. coverage will not be provided for either the first 48 consecutive days or any subsequent days;
3. **Your Card** is cancelled or card privileges are terminated;
4. This Policy is cancelled.

**WARNING:** Please note that **Your** responsibility for the Rental Agreement 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, so whenever possible please arrange to be present when the **Rental Agency** conducts their final inspection of the vehicle.

## **PART III: DESCRIPTION OF COVERAGE**

Deductible: No deductible applies to this coverage.

Auto Rental Collision/Loss Damage 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 on a 24-hour basis unless precluded by law or the coverage is in violation of the terms of the rental contract in the jurisdiction in which it was formed (other than under Exclusions, Part 7 (a) (b) or (c)).

This coverage applies only to the **Insured Person’s** personal and business use of the rental vehicle. There is no additional charge for the Auto Rental Collision/Loss Damage Insurance and the coverage compensates **You** or a **Rental Agency** for theft, loss and damage, up to the **Actual Cash Value** of the rental vehicle and valid **Rental Agency Loss of Use** charges when the conditions described below are met. The following conditions apply for coverage to be in effect:

1. **You** must initiate and complete the entire rental transaction with the same **Card(s)**. The full cost, including taxes, of the rental must be charged to **Your Card(s)**. Rental vehicles which are part of prepaid travel packages are also covered if all costs associated with the rental including incidentals and outstanding charges, are paid for using **Your Card**;
2. **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**;
3. **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 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**;
4. **You** are covered if points earned under **Your Card** (member points program) are used to pay for the rental. However, if only a partial payment is paid using the member points program, the entire additional payment of that rental must be paid for using **Your Card** in order to be covered;
5. Only **You** can rent the vehicle and decline the **Rental Agency’s CDW**, LDW (in the U.S.) or an equivalent coverage offering. Anyone other than the **Cardholder** doing so, would void coverage;
6. **You** are covered under Auto Rental Collision/Loss Damage Insurance program for any car, sport utility vehicle, and **Mini-Van**, in its model year, with a Manufacturer’s Suggested Retail Price (MSRP) under sixty-five thousand dollars (\$65,000) Canadian, excluding all taxes, at the place the rental agreement is signed or where the rental vehicle is picked up, is covered with the exception of those listed and described in the exclusion section titled “**The following vehicles are excluded from coverage under this Policy;**”
7. **You** are covered when only one rental vehicle is rented at a time, i.e. if during the same period there is more than one vehicle rented by the **Cardholder**, only the first rental will be eligible for these benefits;

8. **You** must decline the **Rental Agency's CDW, LDW** (in the U.S.) or similar coverage offered by the **Rental Agency** on the rental contract. If there is no space on the vehicle rental contract for **You** to indicate that **You** have declined the coverage, then indicate in writing on the contract "I decline the CDW provided by the **Rental Agency**;"
9. The length of time **You** rent the same vehicle or vehicles must not exceed 48 consecutive days, which includes instances where **You** are renting one vehicle immediately after the other. If the rental period exceeds 48 consecutive days, coverage will not be provided from the first day of rental onwards;

When a **Cardholder** does not have the option available to decline the **Rental Agency's CDW, LDW** (in the U.S.) or similar provision, the Company 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 U.S.) or similar provision, purchased by the **Cardholder**. This shall not be construed to provide coverage where the **Rental Agency** is responsible by legislation or law for any damage to the vehicle.

## EXCLUSIONS

This coverage does NOT include theft, loss and damage arising directly or indirectly from:

1. Third party liability;
2. Personal injury or damage to property, except the rental vehicle itself or its equipment;
3. Replacement vehicle for which an automobile insurance is covering all or part of the cost of the rental;
4. The operation of the rental vehicle at any time during the rental 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;
5. Any dishonest, fraudulent or criminal act committed by any **Insured Person** or at their direction;
6. Normal wear and tear, gradual deterioration, or mechanical or electrical breakdown or failure, inherent vice or damage, insects or vermin;
7. The operation of the rental vehicle in violation of the terms of the rental agreement except:
  - a) **Insured Persons** as defined may operate the rental vehicle;
  - b) The rental vehicle may be driven on publicly maintained gravel roads;
  - c) The rental vehicle may be driven across provincial and state boundaries in Canada and the U.S. and between Canada and the U.S.

**N.B. It must be noted that theft, loss and damage arising while the vehicle 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 will not be in force and, as such, You must ensure that You are adequately insured privately for third party liability.**
8. 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 vehicle;
9. The transportation of contraband or illegal trade;
10. 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;
11. The transportation of property or passengers for hire;
12. Nuclear reaction, nuclear radiation, or radioactive contamination;
13. Intentional damage to the rental vehicle by an **Insured Person** or at their direction;
14. The loss, damage or misplacement of vehicle entry devices including keys and remote control devices or any related consequential loss, damage or expense.

### The following vehicles are excluded from coverage under this Policy:

1. Any vehicle, in its model year, with a Manufacturer's Suggested Retail Price (MSRP) over sixty-five thousand dollars (\$65,000) Canadian, excluding all taxes, at the place the rental agreement is signed or where the rental vehicle is picked up;
2. Vans, cargo vans or mini cargo vans (other than **Mini-Vans**);
3. Trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck;
4. Limousines;
5. **Off-Road Vehicles**;
6. Motorcycles, mopeds or motor bikes;
7. Trailers, campers, recreational vehicles or vehicles not licensed for road use;
8. Vehicles towing or propelling trailers or any other object;
9. Mini-buses or buses;
10. Exotic vehicles, meaning vehicles such as but not limited to, Aston Martin, Bentley, Excalibur, Ferrari, Lamborghini, Lotus, Maserati, Porsche, Rolls Royce, Hummer, Lincoln Navigator, Ford SportTrac;
11. Any vehicle which is either wholly or in part hand made, hand finished or has a limited production of under 2,500 vehicles per year;
12. Antique vehicles, meaning a vehicle over twenty (20) years old or which has not been manufactured for ten (10) years or more;
13. **Tax-Free Cars.**

#### **PART IV: IN THE EVENT OF AN ACCIDENT/THEFT**

If the vehicle has sustained damage of any kind during **Your** rental, immediately phone: if in Canada or Continental U.S.A., including Hawaii, please call toll free at: **1 866 363-3338**. From all other locations, including Mexico, call collect to: **905 403-3338**.

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 **You** will remain responsible for the theft, loss and damage and that **You** may be contacted in the future to answer inquiries during the claim process.

If **You** are making a claim, **Your** claim must be submitted with as much documentation as possible, as requested below, within 45 days of discovering the theft, loss and damage. **You** will need to provide all documentation within 90 days of the date of theft, loss and damage to the claims administrator at the address provided below.

Required documentation may be faxed to, if in Canada or Continental U.S.A., including Hawaii, please fax toll free at: **1 866 228-8308**. From all other locations, including Mexico, fax collect to: **905 403-2290**. Original documentation may also be required in some instances.

The following claim documentation is required:

- **Your CIBC** statement(s) if requested;
- **Your CIBC** sales draft showing that the rental was paid in full with the **Card**, or the **CIBC** sales draft showing the balance of charges for the rental if a points program was used to pay for part of the rental;
- 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;
- A copy of **Your** billing or pre-billing statement if any repair charges were billed to **Your** account.

Forward this documentation to:

**Royal & Sun Alliance Insurance Company of Canada**  
**Auto Rental Collision/Loss Damage**  
**Claims Management Services**  
**2225 Erin Mills Parkway, Suite 1000**  
**Mississauga, Ontario L5K 2S9**

Once **You** report theft, loss or damage, a claim file will be opened and will remain open for six (6) months from the date of the theft, loss or damage.

Under normal circumstances, the claim will be paid within 15 business days after all necessary documentation has been received by the claims administrator.

If the claim cannot be assessed on the basis of the information that has been provided, it will be closed. Payment will only be made on a claim or any part of a claim that is completely substantiated as required by the claims administrator within six (6) months of the date of theft, loss and damage.

After the Company has paid **Your** claim, **Your** rights and recoveries will be transferred to the Company to the extent of the Company's payment for the theft, loss and damage incurred when the rental vehicle was **Your** responsibility. This means the Company will then be entitled, at its own expense, to sue in **Your** name. If the Company chooses to sue another party in **Your** name, **You** must give the Company all the assistance the Company may reasonably require to secure its rights and remedies. This may include providing **Your** signature on all necessary documents that enable the Company to sue in **Your** name.

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (or other applicable legislation) in the **Cardholder's** province of residence.

You should use due diligence and do all things necessary to avoid or reduce any theft, loss and damage to property protected by this Auto Rental Collision/Loss Damage Insurance.

If **You** make a claim knowing it to be false or fraudulent in any respect, **You** will not be entitled to the benefits of this protection, nor to the payment of any claim made under this Policy.

# INSURANCE CERTIFICATE

## \$500,000 COMMON CARRIER ACCIDENT INSURANCE

Royal & Sun Alliance Insurance Company of Canada (herein called the "Company") certifies that the persons described below (herein individually called the "Insured Person") are insured against a **Loss** specified in the Schedule of Accidental Losses, resulting directly and independently of all other causes from **Accidental Bodily Injury** which arises within the Scope of Coverage, and is suffered by an **Insured Person** while Master Policy PSI 033769023 (herein called the "Policy") is in force, to the extent set forth in the Policy, subject to all of its privileges and provisions. A **Cardholder** or a claimant under the Policy may, on request to the Company, obtain a copy of the Policy, subject to certain access limitations permitted by applicable law. This is not a contract of insurance. This coverage may be cancelled, changed or modified at the option of **CIBC** at any time without notice. This certificate replaces any and all certificates previously issued to the **Cardholder** with respect to the Policy.

This certificate outlines what Common Carrier Accident Insurance is and what is covered along with the conditions under which a payment will be made. It also provides instructions on how to make a claim. Confirmation of coverage or any questions concerning the details contained herein, if in Canada or Continental U.S.A., including Hawaii, please call toll free at: **1 866 363-3338**. From all other locations, including Mexico, call collect to: **905 403-3338**.

### DEFINITIONS

Throughout this certificate, all bold, capitalized terms have the meanings described below:

"**Accidental Bodily Injury**" means bodily injury which is sustained by an **Insured Person** as a direct result of an unintended, unanticipated event, provided such event is external to the body and occurs while the **Insured Person's** insurance under the Policy is in force.

"**Card**" means a CIBC Dividend Platinum® Visa\* Card.

"**Cardholder**" means the person in whose name **CIBC** opens a **Card** account and who is the primary cardholder, as defined in the Cardholder Agreement.

"**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 and/or recreational activity, regardless of whether such conveyance is licensed.

"**Dependent Children**" means any unmarried child of the **Cardholder** or their **Spouse** who is, at the date of purchase of **Your Ticket**, dependent on **You** for support and is:

- a) Under 21 years of age;
- b) A full-time student who is under 25 years of age;
- c) Of any age with a permanent physical impairment or a permanent mental deficiency.

"**Insured Person**" means **Cardholder**, **Spouse** and **Dependent Children** whether travelling together or not, when the **Full Fare** is charged to the **Cardholder's Card** account. An Authorized User, as defined in the **Cardholder Agreement**, who is not the **Cardholder's Spouse** or **Dependent Children** is not covered.

"**Full Fare**" means at least seventy-five percent (75%) of the **Common Carrier Ticket** price on offer, which was charged to **Your Card**. Full fare is extended to include a **Common Carrier Ticket** obtained through the redemption of points from the **Card** travel reward program.

"**Loss**" and "**Losses**" means a loss:

1. Of hand or foot, means complete severance through or above the wrist or ankle joint;
2. Of arm or leg, means complete severance through or above the elbow or the knee joint;
3. Of thumb and index finger, means complete severance through or above the first (1<sup>st</sup>) phalange;
4. Of sight of one eye, means the total and irrecoverable loss of sight of an eye, such that corrected visual acuity must be 20/200 or less;
5. Of speech, means the complete and irrecoverable loss of the ability to utter intelligible sounds;
6. Of hearing, means permanent loss of hearing in both ears, with an auditory threshold of more than ninety (90) decibels in each ear;
7. Related to quadriplegia, paraplegia and hemiplegia, means the complete and irreversible paralysis of such described limbs; or
8. Of use, means the total and irrevocable loss of use provided it is continuous and is determined to be permanent by a physician approved by the Company.

"**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.

“**Spouse**” means the person the **Cardholder** is legally married to or a partner the **Cardholder** has lived with for a minimum of twelve (12) consecutive months and who is publicly presented as his/her spouse.

“**Ticket**” means a form of documentation in which the **Full Fare** is pre-paid and charged to the **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 **Full Fare** has been pre-paid with the **Card** and clearly identified as an inherent part of such travel itinerary package **Full Fare**.

## SCOPE OF COVERAGE

Subject to the terms of the Policy, a covered accident is all those to which the **Insured Person** may be exposed while:

1. Riding as a **Passenger** in, on, boarding or alighting from a **Common Carrier** for which the **Full Fare** was charged to the **Cardholder’s Card**;
2. Travelling as a **Passenger** in, on, boarding or alighting from a **Common Carrier** directly to or from a terminal, station, pier or airport, either:
  - a) Immediately preceding a scheduled departure onboard a **Common Carrier**; or
  - b) Immediately following a scheduled arrival of a **Common Carrier**;
3. In the terminal, station, pier or airport prior to or after boarding or alighting from a **Common Carrier**.

## DESCRIPTION OF BENEFITS

If **Accidental Bodily Injury**, directly and independently of all other causes, results in any of the following **Losses** within three hundred and sixty-five (365) days after the date of a covered accident, as described in the Scope of Coverage, the Company will pay a benefit for the **Loss** based on the applicable amount from the table below:

## SCHEDULE OF ACCIDENTAL LOSSES

### 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 indemnity payable to an **Insured Person** resulting from one (1) accident, regardless of the number of **Losses**, is limited to five hundred thousand dollars (\$500,000).

## EXPOSURE AND DISAPPEARANCE

Unavoidable exposure to the elements will be covered as any other **Loss**, provided such exposure is sustained within the Scope of Coverage. The **Insured Person** will be presumed to have suffered accidental **Loss** of life if the **Insured Person’s** body is not found within one (1) year after the disappearance, stranding, sinking or wrecking of any **Common Carrier** onboard which the **Insured Person** was riding at the time of the accident, subject to all other terms of the Policy.

## EXCLUSIONS

The Policy does not cover **Loss** caused by or resulting from any of the following:

1. Intentional self-inflicted injuries;
2. Suicide or attempted suicide while sane or insane;
3. Sickness, disease, medical conditions and bacterial infection of any kind;
4. Any act of declared or undeclared war;
5. Commission or attempted commission of a criminal offence by the **Insured Person**;
6. Riding onboard a **Common Carrier** with a status other than **Passenger**;
7. Use of drug and/or alcohol if such use caused or contributed to the accident.

## INDIVIDUAL TERMINATION OF INSURANCE

The insurance coverage of any **Insured Person** shall terminate on the earliest of the following:

- a) When the **Insured Person** has alighted from a **Common Carrier** and has departed from the terminal, station, pier or airport;
- b) The date the Policy is terminated;
- c) The date such **Insured Person’s Card** is cancelled or his/her **Card** privileges are terminated.

## **GENERAL PROVISIONS**

### **CURRENCY**

All sums payable under this certificate shall be in the legal currency of Canada.

### **NOTICE OF LOSS/PROOF OF LOSS/PAYMENT OF CLAIMS**

#### **TO SUBMIT A CLAIM, PLEASE CALL:**

If in Canada or Continental U.S.A., including Hawaii, please call toll free at: **1 866 363-3338**. From all other locations, including Mexico, call collect to: **905 403-3338**.

When the Company is told of a claim, they will provide the claimant forms for filing proof of **Loss**.

Notice of claim must be given to the Company as soon as reasonably possible. Where possible, written notice should be given to the Company within ninety (90) days after the occurrence of any **Loss**. Such notice given by or on behalf of the **Insured Person** must provide particulars sufficient to identify the **Cardholder**.

Benefits payable under the Policy for any **Loss** will be paid upon receipt of due proof of **Loss**.

### **BENEFICIARY**

**This policy contains a provision removing or restricting the right of the insured to designate persons to whom or for whose benefit insurance money is to be payable.** Benefit payable in the event of the loss of life of a **Cardholder** will be payable to the estate of the **Cardholder**. All other benefits will be payable to the **Cardholder**.

### **PHYSICAL EXAMINATION AND AUTOPSY**

The Company, at its expense, has the right to have the **Insured Person** examined as often as reasonably necessary while a claim is pending. It may also conduct an autopsy unless prohibited by law.

### **LEGAL ACTION**

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (or other applicable legislation) in the **Cardholder's** province of residence.

# INSURANCE CERTIFICATE

## PURCHASE SECURITY & EXTENDED PROTECTION INSURANCE

Royal & Sun Alliance Insurance Company of Canada (referred to in this certificate as the "Company") provides the insurance for this certificate under Master Policy PSIO33759392 (referred to in this certificate as the "Policy"). This certificate is not a contract of insurance and contains only a summary of the principal provisions of the Policy. A **Cardholder** or a claimant under the Policy may, on request to the Company, obtain a copy of the Policy, subject to certain access limitations permitted by applicable law. All benefits are subject in every respect to the Policy which alone constitutes the Agreement under which payments are made. This coverage may be cancelled, changed or modified at the option of **CIBC** at any time without notice. This certificate replaces any and all certificates previously issued to the **Cardholder** with respect to the Policy.

This certificate outlines what Purchase Security & Extended Protection Insurance is and what is covered along with the conditions under which a payment will be made. It also provides instructions on how to make a claim. Confirmation of coverage or any questions concerning the details contained herein, if in Canada or Continental U.S.A., including Hawaii, please call toll free at: **1 866 363-3338**. From all other locations, including Mexico, call collect to: **905 403-3338**.

### 1. DEFINITIONS

Throughout this certificate, all bold, capitalized terms have the meanings described below:

"**Card**" means a CIBC Dividend Platinum® Visa® Card.

"**Cardholder**" means the Primary Cardholder or Authorized User, as defined in the **Card's** Cardholder Agreement.

"**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), for which the full **Purchase Price** is charged to the **Card**.

"**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.

"**Other Insurance**" means any and all policies of insurance or indemnity which provide additional coverage to a **Cardholder** for loss, theft or damage covered under this Policy and as further defined in Section 5 of this certificate.

"**Purchase Price**" means the actual cost of the **Insured Item**, including any applicable sales tax, as shown on the store receipt.

"**You**" and "**Your**" mean the **Cardholder**.

### 2. PURCHASE SECURITY

- a) **Coverage** – The Purchase Security feature automatically, without registration, protects most new items of personal property when the full **Purchase Price** is charged to the **Card** by insuring the item for ninety (90) days from purchase in the event of loss, theft or damage, anywhere in the world, if the item is not covered by **Other Insurance**. If the item is lost, stolen or damaged, it will be replaced, repaired, or the **Cardholder** will be reimbursed, at the discretion of the Company. Items the **Cardholder** gives as gifts are covered under Purchase Security subject to compliance with the terms and conditions of the Policy.
- b) **Excluded Items** – Purchase Security does not provide coverage for the following items: travellers' cheques, cash, tickets, and any other negotiable instruments, bullion, rare or precious coins, art objects, animals, living plants, services, any item purchased by and/or used for a business or commercial purpose, used and pre-owned items including antiques and demos, perishables such as food and liquor, ancillary costs incurred in respect of an **Insured Item** and not forming part of the **Purchase Price**; automobiles, motorboats, airplanes, and any other motorized vehicles, parts, accessories and labour thereof. Jewellery in baggage is covered only if hand carried by the **Cardholder** or by a person travelling with the **Cardholder** previously known to the **Cardholder**. Jewellery stolen from baggage not hand carried is not covered unless the **Cardholder's** baggage is stolen in its entirety; in which case, the loss is subject to a limitation of \$2,500 per incident.

### 3. EXTENDED PROTECTION INSURANCE

- a) **Coverage** – The Extended Protection Insurance feature automatically, without registration, provides **Cardholders** 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 in Canada, the United States or worldwide when the full **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 the Company within the first year after purchase of the item. Items the **Cardholder** gives as gifts are covered under Extended Protection Insurance subject to compliance with the terms and conditions of the Policy.
- b) **Excluded Items** – Extended Protection Insurance does not cover the following items and services: automobiles, motorboats, airplanes and other motorized vehicles, and parts and accessories thereof; services; dealer and assembler warranties, normal wear and tear, used and pre-owned items, including demos, normal course of play, negligence, misuse and abuse, inherent product defects, willful acts or omission and improper installation or alteration, ancillary costs, any product purchased by and/or used for a business or commercial purpose, and any repair or replacement that would not have been covered under the **Manufacturer's Warranty**.



#### 4. ADDITIONAL TERMS, CONDITIONS AND RESTRICTIONS APPLICABLE TO PURCHASE SECURITY & EXTENDED PROTECTION INSURANCE

- a) **Limits of Liability** – There is a maximum total limit of liability per **Cardholder** of \$60,000 for claims under Purchase Security & Extended Protection Insurance in respect of all **CIBC** cards held by a **Cardholder**. The **Cardholder** is entitled to receive the lesser of: the cost of repairs; the actual cash value immediately prior to the loss; the **Purchase Price** of the **Insured Item**; or the **Cardholder's** credit limit as authorized by the Insured. Claims for **Insured Items** belonging to and purchased as a pair or set will be paid for at the full **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. The Company, at its sole option, may 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 the Policy.
- b) **Exclusions** – Losses resulting from fraud, abuse, hostilities of any kind (including war, invasion, rebellion, or insurrection), confiscation by authorities, risks of contraband, illegal activities, willful acts or omissions, normal wear and tear, normal course of play, flood, earthquake, radioactive contamination, inherent product defect, items consumed in use, or mysterious disappearance (used herein to mean disappearance in an unexplained manner marked by an absence of evidence of the wrongful act of another) are not covered under Purchase Security & Extended Protection Insurance nor are incidental and indirect damages including bodily injury, punitive or exemplary damages and legal expenses.

#### 5. OTHER INSURANCE

The insurance extended by the Company is issued strictly as excess coverage and does not apply as contributing insurance. This Policy is not a substitute for **Other Insurance** and covers **Cardholders** only to the extent a permitted claim for an **Insured Item** exceeds the coverage of **Other Insurance**. This Policy also provides coverage for the amount of the deductible of **Other Insurance**. The coverage afforded by the Company takes effect only when the limits of the **Other Insurance** have been reached and paid to the **Cardholder** regardless of whether the **Other Insurance** contains provisions purporting to make the coverage of such **Other Insurance** non-contributory or excess.

#### 6. SUBROGATION

As a condition to the payment of any claim to a **Cardholder** under the Policy, the **Cardholder** shall, upon request, transfer the damaged item to the Company and assign to the Company all legal rights which the covered person has against all other parties for the loss. The **Cardholder** shall give the Company all such assistance as the Company may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Company to bring suit in the name of the **Cardholder**.

#### 7. BENEFITS TO CARDHOLDER ONLY

This protection shall insure only to the benefit of the **Cardholder**. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits. The **Cardholder** shall not assign these benefits without prior written approval of the Company. Permission is granted for the **Cardholder** to transfer benefits on gifts as provided in the program description and the Policy.

#### 8. DUE DILIGENCE

The **Cardholder** shall use diligence and do all things reasonable to avoid or diminish any loss of, theft of or damage to property protected by Purchase Security & Extended Protection Insurance. The Company will not unreasonably apply this provision to avoid claims under the Policy. Where damage or loss is due to a malicious act, burglary, robbery, theft or attempt thereof, or is suspected to be so due, the **Cardholder** shall give immediate notice to the police or other authorities having jurisdiction. The Company will require evidence of such notice with the Loss Report prior to settlement to a claim.

#### 9. FALSE CLAIM

If a **Cardholder** makes any claim knowing it to be false or fraudulent in any respect, such **Cardholder** shall no longer be entitled to the benefits of these protections nor to the payment of any claim made under the Policy.

#### 10. LEGAL ACTION

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (or other applicable legislation) in the **Cardholder's** province of residence.

#### 11. NOTICE OF LOSS/PROOF OF LOSS/PAYMENT OF CLAIMS

##### TO SUBMIT A CLAIM, PLEASE CALL:

If in Canada or Continental U.S.A., including Hawaii, please call toll free at: **1 866 363-3338**. From all other locations, including Mexico, call collect to: **905 403-3338**.

Notice of any such occurrence of loss, theft or damage of an **Insured Item** must be given within forty-five (45) days thereafter. A **Cardholder's** failure to give such notice within forty-five (45) days after the loss, theft or damage to the **Insured Item** may result in denial of the related claim. In the event that the **Cardholder** has homeowner's or tenant's insurance (primary insurance), the **Cardholder** must file with the insurer of that coverage in addition to filing with the Company. If the loss, theft or damage is not covered under the primary insurance, the **Cardholder** may be required to provide a letter from the primary insurer indicating so, and/or a copy of their policy. In addition, the **Cardholder** must, within ninety (90) days from the date of the loss, theft or damage, complete, sign and return the Company's Loss Report to the Company.

The **Cardholder** must provide details to substantiate the loss, theft or damage, together with original copies, not photocopies, of the **Cardholder's** 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 the **Cardholder** has **Other Insurance**, and any other information reasonably necessary to determine the **Cardholder's** eligibility for benefits hereunder.

If the item is lost, stolen or damaged the **Cardholder** may be required to replace the item and provide original copies of both receipts. Prior to proceeding with any repair services the **Cardholder** must obtain approval for the repair services and of the repair facility from the Company. At the Company's sole discretion, the **Cardholder** may be required to send at the **Cardholder's** expense and risk, the damaged item on which a claim is based to the address designated by the Company. The Company's payment made in good faith will discharge the Company to the extent of this claim.

### **YOUR PRIVACY ON THIS INSURANCE**

Royal & Sun Alliance Insurance Company of Canada is committed to protecting **Your** privacy and the confidentiality of **Your** personal information. **We** will collect, use and disclose personal information for the purposes identified in **Our** Privacy Policy. To obtain more information, **You** can review our Privacy Policy online at [www.rsagroup.ca](http://www.rsagroup.ca) or request a copy by calling 1 888 877-1710.

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