

CERTIFICATE OF INSURANCE

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These insurance products are underwritten by Belair Insurance Company Inc.

SUMMARY OF BENEFITS

The information below summarizes your insurance coverage under the CIBC Adapta™ Mastercard® or the CIBC Adapta™ World Mastercard®. Coverage is subject to the terms and conditions in the certificate that follows. Refer to the certificate for complete benefit details. All amounts indicated are in Canadian currency, unless indicated otherwise.

COVERAGE	LIMITS
PURCHASE SECURITY & EXTENDED WARRANTY INSURANCE This insurance: <ol style="list-style-type: none">provides coverage for certain items charged to your card, if such items are lost, stolen, or damaged; andautomatically doubles the original manufacturer's warranty of a covered item charged to your card, up to one additional year.	<ul style="list-style-type: none">Purchase Security: Up to 90 days from date of purchaseExtended Warranty: Up to one additional year following the expiry of the original manufacturer's warranty

PURCHASE SECURITY & EXTENDED WARRANTY 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 Warranty 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 WARRANTY

Extended Warranty 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 Warranty, 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 WARRANTY 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 Warranty
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 Adapta™ Mastercard® or a CIBC Adapta™ World Mastercard® 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 **PSIO33759392** 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**.

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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