

CIBC Aventura® Visa® Card for Business

CERTIFICATES OF INSURANCE

Amended and Restated Effective Date: July 1, 2025

TABLE OF CONTENTS

SUMMARY OF BENEFITS ..... 2

TRIP CANCELLATION/TRIP INTERRUPTION INSURANCE CERTIFICATE ..... 3

*Assistance Services* ..... 9

CAR RENTAL COLLISION/LOSS DAMAGE INSURANCE CERTIFICATE.....14

COMMON CARRIER ACCIDENT INSURANCE CERTIFICATE .....20

FLIGHT DELAY AND BAGGAGE INSURANCE CERTIFICATE.....25

    Flight Delay..... 26

    Delay of Checked Baggage.....27

    Lost or Stolen Baggage .....27

PURCHASE SECURITY & EXTENDED PROTECTION INSURANCE CERTIFICATE.....31

    Purchase Security ..... 31

    Extended Protection.....32

IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION ..... 35

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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 Aventura® Visa\* Card for Business. 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
<b>TRIP CANCELLATION/TRIP INTERRUPTION INSURANCE</b> Provides reimbursement for: <ol style="list-style-type: none"><li>1. non-refundable and non-transferable prepaid travel arrangements as a result of your trip cancellation; and</li><li>2. expenses incurred and/or the unused portion of your non-refundable and non-transferable prepaid travel arrangements, due to the interruption or delay of your trip.</li></ol>	<ul style="list-style-type: none"><li>• <b>Trip Cancellation:</b> Up to \$1,000 per insured person, per trip (maximum of \$5,000 per trip for all insured persons combined)</li><li>• <b>Trip Interruption and Trip Delay:</b> Up to \$2,000 per insured person, per trip</li></ul>
<b>CAR RENTAL COLLISION/LOSS DAMAGE INSURANCE</b> Provides coverage for theft, loss, or damage to a rental car.	<ul style="list-style-type: none"><li>• Rental cars with a Manufacturer's Suggested Retail Price (MSRP) of up to \$85,000</li><li>• Rental period of up to 48 days</li></ul>
<b>COMMON CARRIER ACCIDENT INSURANCE</b> Provides coverage for an accidental death or dismemberment resulting from riding as a passenger on a common carrier (land, air, or water transport).	<ul style="list-style-type: none"><li>• Up to \$500,000 per insured person</li></ul>
<b>FLIGHT DELAY AND BAGGAGE INSURANCE</b> Provides coverage for: <ol style="list-style-type: none"><li>1. certain expenses, such as meals and accommodations, when your flight is delayed; and</li><li>2. the purchase of necessary clothing and toiletries when your baggage is delayed by an airline provider; and</li><li>3. loss or damage to your carry-on or checked-in baggage and personal effects while in custody of a common carrier.</li></ol>	<ul style="list-style-type: none"><li>• <b>Flight Delay:</b> Up to \$500 per occurrence for all insured persons combined. Subject to sub-limits for transportation expenses and entertainment expenses</li><li>• <b>Delay of Checked Baggage:</b> Up to \$500 per insured person (maximum of \$1,000 per occurrence for all insured persons combined)</li><li>• <b>Lost or Stolen Baggage:</b> Up to \$500 per insured person (maximum of \$1,000 per occurrence for all insured persons combined)</li></ul>
<b>PURCHASE SECURITY &amp; EXTENDED PROTECTION INSURANCE</b> This insurance: <ol style="list-style-type: none"><li>1. provides coverage for certain items charged to your card, if such items are lost, stolen, or damaged; and</li><li>2. automatically doubles the original manufacturer's warranty of a covered item charged to your card, up to one additional year.</li></ol>	<ul style="list-style-type: none"><li>• <b>Purchase Security:</b> Up to 90 days from date of purchase</li><li>• <b>Extended Protection:</b> Up to one additional year following the expiry of the original manufacturer's warranty</li></ul>

# TRIP CANCELLATION/TRIP INTERRUPTION INSURANCE

## CERTIFICATE OF INSURANCE

**Bolded terms that are defined in this certificate can be found in SECTION 11 - 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

Trip Cancellation/Trip Interruption Insurance provides reimbursement for:

1. non-refundable and non-transferable **prepaid travel arrangements** as a result of your trip cancellation; and
2. expenses incurred and/or reimbursement of the unused portion of your non-refundable and non-transferable **prepaid travel arrangements** due to the interruption or delay of your **trip**.

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 **PSIO37171999** (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 TO OBTAIN ASSISTANCE OR TO FILE A CLAIM?

#### IF YOU NEED ASSISTANCE OR TO FILE A CLAIM CALL GLOBAL EXCEL:

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

**It is important that you call on the day the cause of cancellation, interruption or delay of trip occurs or on the next business day.**

### SECTION 3 - IMPORTANT NOTICE - PLEASE READ CAREFULLY

- Trip Cancellation/Trip Interruption 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 may affect your coverage and how it relates to your **departure date** or **effective date**.
- In the event of an **accident, injury** or **sickness**, your medical history may be reviewed when a claim has been reported.
- Coverage is only available if you are a resident of Canada while you are travelling outside your **province**.
- For trip cancellation coverage, only the **prepaid travel arrangements** charged on the **cardholder's card** or obtained through the redemption of points from the **card** reward program, will be considered for reimbursement, up to the benefit maximum. Any expenses incurred using other payment sources will not be considered.

- For trip interruption/trip delay coverage, benefits are payable to you as long as any portion of the **prepaid travel arrangements** is charged to the **cardholder's card**, or obtained through the redemption of points from the **card** reward program, up to the benefit maximum.
- **Note:** For trip cancellation and trip interruption/trip delay coverage, if an Authorized User is also the Primary Cardholder's **spouse** or **dependent child**, coverage is available.
- **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?

### When does coverage take effect?

- Trip Cancellation coverage takes effect when the cause of cancellation occurs before you depart on your **trip**.
- Trip Interruption coverage takes effect when the cause of interruption occurs during your **trip**.
- Trip Delay coverage takes effect when the cause of delay occurs during your **trip** and results in you being delayed, beyond your scheduled **return date**, from returning to your **return point**.

### When does coverage begin and end?

Trip Cancellation coverage **begins** on your **effective date** (and before any cancellation penalties have been incurred).

Trip Interruption and Trip Delay coverages **begin** when the **common carrier** departs from the **departure point** or on your **departure date**.

All coverages **end** on the earlier of:

- a) Midnight of your **return date**; or
- b) The date the **cardholder's card** account is no longer in **good standing**; or
- c) The date the **cardholder's card** is cancelled; or
- d) The date the **Policy** terminates.

### When does your coverage automatically extend?

Coverage is automatically extended beyond your **return date** in the following circumstances:

- a) **Delay of Transportation.** If your return home has been delayed beyond your **return date** because your **common carrier** has been delayed, or if a private vehicle becomes inoperable on the way to your **province** due to circumstances beyond your control, your coverage is extended for up to five days beyond your **return date**.
- b) **Medically Unfit to Travel.** If you are medically unfit to travel due to a covered medical **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 a covered medical **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 your return date. 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 5 - WHAT ARE YOU COVERED FOR AND WHAT ARE YOUR BENEFITS?

In the event of the cancellation, interruption or delay of your **trip** for one of the covered reasons set out in the first column of the chart below, you will be eligible to receive the corresponding insurance benefits referred to in the remaining columns of the chart (Benefits A, B, C, D, E and F, as applicable), up to the amount of the maximum sum insured set out at the end of this Section.

### INSTRUCTIONS FOR READING CHART AND DETERMINING BENEFITS

1. To determine if the reason for cancellation, interruption or delay of your **trip** is a covered reason, refer to the first column of the chart below.
2. If the reason for cancellation, interruption or delay of your **trip** is one of the covered reasons, refer to the remaining columns in the chart to determine which of the benefits (A, B, C, D, E or F) described following the chart correspond to your covered reason.

3. For claims related to a **medical condition**, the date of the diagnosis of a new **medical condition** or the date that a **doctor** advises the **medical condition** is no longer **stable** shall be considered as the date the covered reason occurs.

WHAT ARE YOU COVERED FOR?		WHAT ARE YOUR BENEFITS?		
		TRIP CANCELLATION	TRIP INTERRUPTION	TRIP DELAY
1	Your <b>medical condition</b> or admission to a <b>hospital</b> or <b>medical facility</b> following an <b>emergency</b> .	A	B, C & F, or B, D & F, or B, E & F	D & F
2	A change in your <b>medical condition</b> after you make a deposit towards your <b>trip</b> , but prior to your <b>departure date</b> , which causes that <b>medical condition</b> to no longer be <b>stable</b> in the 90 days prior to your <b>departure date</b> .	A	N/A	N/A
3	The admission to a <b>hospital</b> or <b>medical facility</b> following an <b>emergency</b> of your <b>family member</b> (who is not at your destination), your business partner, <b>key employee</b> or <b>caregiver</b> .	A	B, D & F	N/A
4	The <b>medical condition</b> of your <b>family member</b> (who is not at your destination), your business partner, <b>key employee</b> or <b>caregiver</b> following an <b>emergency</b> .	A	B, D & F	N/A
5	The admission to a <b>hospital</b> or <b>medical facility</b> of your host at destination, following an <b>emergency</b> .	A	B, D & F	N/A
6	The <b>medical condition</b> of your <b>travelling companion</b> or their admission to a <b>hospital</b> or <b>medical facility</b> following an <b>emergency</b> .	A	B, C & F, or B, D & F, or B, E & F	D & F
7	The <b>medical condition</b> of your <b>family member</b> who is at your destination or their admission to a <b>hospital</b> or <b>medical facility</b> following an <b>emergency</b> .	A	B, D & F	D & F
8	The <b>medical condition</b> of your <b>travelling companion's family member</b> or their admission to a <b>hospital</b> or <b>medical facility</b> following an <b>emergency</b> .	A	B, D & F	D & F
9	Your death.	A	B	N/A
10	The death of your <b>family member</b> or friend (who is not at your destination), your business partner, <b>key employee</b> or <b>caregiver</b> .	A	B, D & F	N/A
11	The death of your <b>travelling companion</b> .	A	B, D & F	D & F
12	The death of your <b>travelling companion's family member</b> , business partner, <b>key employee</b> or <b>caregiver</b> .	A	B, D & F	N/A
13	The death of your host at destination, following an <b>emergency</b> .	A	B, D & F	N/A
14	The death of your <b>family member</b> or friend, who is at your destination.	A	B, D & F	D & F
15	A travel advisory issued by the Government of Canada after the purchase of your <b>trip</b> and prior to your <b>departure date</b> , of "Avoid non-essential travel" or "Avoid all travel" to a specific country, region or area originally ticketed for a period that includes your <b>trip</b> .	A	N/A	N/A
16	A travel advisory issued by the Government of Canada after your <b>departure date</b> , of "Avoid non-essential travel" or "Avoid all travel" to a specific country, region or area originally ticketed for a period that includes your <b>trip</b> .	N/A	B, D & F, or B, E & F	D & F
17	A transfer by the employer with whom you or your <b>travelling companion</b> is employed during the <b>period of insurance</b> , which requires the relocation of your principal residence.	A	B, D & F	N/A

WHAT ARE YOU COVERED FOR?		WHAT ARE YOUR BENEFITS?		
		TRIP CANCELLATION	TRIP INTERRUPTION	TRIP DELAY
18	The involuntary loss of your or your <b>travelling companion's</b> permanent employment (not contract employment) due to lay-off or dismissal without just cause.	A	B, D & F	N/A
19	Cancellation of your or your <b>travelling companion's business meeting</b> due to reasons beyond your, your employer's, your <b>travelling companion's</b> , or your <b>travelling companion's</b> employer's control.	A	B, D & F	N/A
20	You or your <b>travelling companion</b> being summoned to service as a reservist, or as active military, police, fire, or essential medical personnel.	A	B, D & F	N/A
21	Delay of your or your <b>travelling companion's</b> private or rented vehicle resulting from: <ul style="list-style-type: none"> <li>- the mechanical failure of that vehicle;</li> <li>- acts of nature (such as weather conditions; earthquakes or volcanic eruptions);</li> <li>- a traffic accident; or</li> <li>- an emergency police-directed road closure,</li> </ul> when the delay causes your or your <b>travelling companion's trip</b> to be cancelled or interrupted, or causes your or your <b>travelling companion</b> to miss a connection. The vehicle must be scheduled to arrive at least two hours (or the required minimum arrival reporting time, whichever is the greater) in advance of the contracted time of departure. Note: This covered reason does not apply if alternative travel arrangements can be made.	A	B, D & F	D & F
22	A cancellation or delay of your or your <b>travelling companion's common carrier</b> , resulting from: <ul style="list-style-type: none"> <li>- the mechanical failure of that <b>common carrier</b>;</li> <li>- a traffic accident or an emergency police-directed road closure;</li> <li>- weather conditions;</li> <li>- <b>grounding</b> of your air transportation; or</li> <li>- cancellation or delay of your air transportation due to situations outside your control including, but not limited to, a medical emergency or airport operation issues,</li> </ul> when the cancellation or delay of the <b>common carrier</b> causes your or your <b>travelling companion's trip</b> to be cancelled or interrupted, or when your or your <b>travelling companion's</b> connection, cruise or tour is missed. Note: This covered reason does not apply if alternative travel arrangements can be made.	A	B, C & F, or B, D & F, or B, E & F	D & F
23	Default whereby a contracted supplier of air transportation stops all service completely as a result of bankruptcy or insolvency during the <b>period of insurance</b> .	N/A	D & F	D & F
24	An event completely independent of any intentional or negligent act that renders your or your <b>travelling companion's</b> principal residence uninhabitable or place of business inoperative.	A	B, D & F	N/A
25	The quarantine or hijacking of you or your <b>travelling companion</b> .	A	B, D & F	D & F
26	You or your <b>travelling companion</b> being called for jury duty, subpoenaed as a witness, or required to appear as a party in a judicial proceeding, scheduled during your <b>trip</b> .	A	B, D & F	N/A

WHAT ARE YOU COVERED FOR?		WHAT ARE YOUR BENEFITS?		
		TRIP CANCELLATION	TRIP INTERRUPTION	TRIP DELAY
27	Your or your <b>travelling companion's</b> cruise is cancelled prior to the departure of the cruise ship due to mechanical failure, a collision with the seabed or shore, withdrawal of the ship from operation due to a <b>grounding</b> order, quarantine of the cruise ship or the repositioning of the cruise ship due to acts of nature (such as weather conditions, earthquakes, or volcanic eruptions).	A	B, D & F	D & F

**N/A: Not Applicable**

#### **MAXIMUM SUM INSURED FOR EACH TRIP**

The maximum sum insured for each **trip** is:

- for **Trip Cancellation**: \$1,000 for each **insured person**, to a combined maximum of \$5,000 for all **insured persons**.
- for **Trip Interruption** and **Trip Delay**: \$2,000 for each **insured person**.

#### **Benefits A & B – Prepaid Travel Arrangements**

If your covered reason entitles you to Benefits A or B, you will be entitled to reimbursement (subject to the maximum sum insured for each **trip** specified above) for:

- The non-refundable and non-transferable portion of your **prepaid travel arrangements** or **rebooking fees**, whichever is less; or
- the non-refundable and non-transferable unused portion of your **prepaid travel arrangements**, excluding the cost of prepaid unused transportation back to your **return point**.

**Note: Your entitlement to reimbursement will be reduced by the amount of any compensation or refund you are entitled to receive from the airline through any airline regulations in force and/or the amount of any travel vouchers offered by the travel supplier, even if you have refused to accept it. Should the travel voucher expire before your next available opportunity to use it, a claim may be submitted for the amount of the expired travel voucher (subject to the maximum sum insured for each trip specified above).**

#### **Benefits C, D & E – Transportation**

If your covered reason entitles you to Benefits C, D or E, you will be entitled to reimbursement (subject to the maximum sum insured for each **trip** specified above) for the extra cost of your economy class:

- one-way transportation via the most cost-effective route to rejoin a tour or group on your **trip**; or
- one-way transportation via the most cost-effective route to your **return point**; or
- one-way transportation via the most cost-effective route to your next destination (inbound and outbound) on your **trip**.

#### **Important Notes:**

- If you are required to interrupt your **trip** to attend the funeral of a **family member** or friend, or travel to the bedside of a hospitalized **family member**, you have the option to purchase a ticket to the destination where the death or hospitalization has occurred. You will be reimbursed the cost of the ticket, up to the maximum amount of what it would have cost for one-way economy class transportation via the most cost-effective route to your **return point** (applicable to covered reasons #3 and #10). This option must be pre-authorized by Global Excel. This option can only be used once per trip and if you chose this option, it will replace Benefit D.
- Trips** obtained through the redemption of points from the **card** reward program will not be reinstated. The cash value, as determined by us, will be provided.
- Any benefits payable under covered reason #23 shall be subject to the following overall maximum aggregate payable limits for all individuals insured under Trip Cancellation/Trip Interruption Insurance underwritten by the **Insurer** under the **Policy** or any other insurance policy underwritten by the **Insurer**:
  - \$2,000,000 for all losses resulting from the default of one contracted supplier of air transportation; and
  - \$5,000,000 for all losses resulting from all defaults of all contracted suppliers of air transportation during any one calendar year.

If total claims otherwise payable for this type of coverage under all policies issued by the **Insurer**, resulting from the default of one or more contracted suppliers of air transportation, exceed the applicable

aggregate limit, then the amount paid on each claim shall be reduced on a pro rata basis so that the total amount paid in respect of all such claims shall be the maximum aggregate payable limit.

## Benefit F – Out-of-Pocket Expenses

- F. If your covered reason entitles you to Benefit F, you will be entitled to reimbursement of up to \$100 per day, per **insured person**, to a maximum of \$1,000 per **trip** for all **insured persons** combined (subject to the maximum sum insured for each **trip** specified above) for **accommodation**, meals, telephone (including cell phone roaming fees), taxi and **ridesharing services**, for expenses incurred if your **trip** is interrupted or if your return home is delayed beyond your **return date**.

## SECTION 6 – CONDITIONS THAT MAY LIMIT YOUR COVERAGE

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

1. **Limitations of Coverage.** When a cause of cancellation occurs (the event or series of events that triggers one of the covered reasons listed in SECTION 5 – WHAT ARE YOU COVERED FOR AND WHAT ARE YOUR BENEFITS?) before your **departure date**, you must, as soon as reasonably possible:

- cancel your **trip** with the **travel supplier**; and
- advise us.

The **Insurer's** maximum liability is only limited to the amounts or portions indicated in your **trip** contract that are non-refundable at the time of the cause of cancellation.

2. **Benefits Limited to Incurred Expenses.** The total benefits paid to you from all sources cannot exceed the actual expenses which you have incurred.
3. **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?

### 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 **effective date** (for Trip Cancellation), or your **departure date** (for Trip Interruption and Delay). **\*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 **effective date** (for Trip Cancellation), or your **departure date** (for Trip Interruption and Delay).
3. Any cancer for which you received chemotherapy **treatment** at any time during the 90 days before your **effective date** (for Trip Cancellation), or your **departure date** (for Trip Interruption and Delay).
4. Any lung condition that required **treatment** with oral steroids (prednisone or prednisolone) at any time during the 90 days before your **effective date** (for Trip Cancellation), or your **departure date** (for Trip Interruption and Delay).



5. Trip cancellation, trip interruption or trip delay for any travel arrangements purchased after the **departure date** of your **trip**.
6. Trip cancellation, trip interruption or trip delay when you are aware, on the **effective date**, of any reason that might reasonably prevent you from travelling as booked.
7. A **trip** undertaken to visit or attend an ailing person, when the **medical condition** or death of that person is the cause of the claim.
8. Failure of any **travel supplier** through which you contract, if this supplier was, at the time of booking, bankrupt, insolvent or had sought protection from creditors, had a receiver appointed privately or by court order; or was subject to any other proceeding under the *Companies' Creditors Arrangement Act*, the *Winding-up and Restructuring Act*, or any equivalent or related legislation in any other applicable jurisdiction.
9. Routine pre-natal care.
10. 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.
11. Participation:
  - 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);
  - in any motorized race or motorized speed contest;
  - 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.
12. Your commission of a criminal act or your direct or indirect attempt to commit a criminal act.
13. Your intentional self-inflicted injury, your suicide or your attempted suicide.
14. 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.
15. Noncompliance with any prescribed medical therapy or medical **treatment** (as determined by the **Insurer**) or failure to carry out a **doctor's** instructions.
16. 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.
17. 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.
18. 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.

## SECTION 8 - ASSISTANCE SERVICES

**If you need assistance before or while travelling, help is one call away. Global Excel provides the following services whenever possible:**

**Emergency Call Center.** No matter where you travel, professional assistance personnel are ready to take your call. Please call **Global Excel** toll free at **1 866 363-3338** if in Canada or the United States, or call collect at **+ 905 412-1102** from anywhere else in the world.

**Benefit Information.** **Global Excel** can help 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.

**Emergency Cash Services.** If you need emergency money, we 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.

## SECTION 9 - 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.
- You must contact us on the day the covered reason occurs or as soon as reasonably possible to advise us of the cancellation, interruption or delay of your **trip**.
- You will be asked to substantiate your claim by providing all required documents. Failure to do so may result in non-payment of your claim. We are not responsible for fees charged in relation to any such documents. Incomplete documentation will be returned to you for completion.
- When making a claim, we may require that a Claim & Authorization form be completed and that supporting documentation such as the following be provided:
  - A medical document, fully completed by the legally qualified **doctor** in active personal attendance and in the locality where the **medical condition** occurred stating the reason why travel was impossible, the diagnosis and all dates of **treatment**.
  - Written evidence of the covered reason which was the cause of cancellation, interruption or delay.
  - Tour operator terms and conditions.
  - Copy of your **CIBC card** statement or invoice showing payment of **prepaid travel arrangements**.
  - Complete original unused transportation tickets and vouchers.
  - All receipts for the prepaid land arrangements and/or subsistence allowance expenses.
  - Original passenger receipts for new tickets.
  - Reports from the police or local authorities documenting the cause of the missed connection.
  - Detailed invoices and/or receipts from the service provider(s).

**Failure to complete the required Claim & Authorization form in full may delay the assessment of your claim.**

### All pertinent documents should be sent to:

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

### OTHER CLAIM INFORMATION

- During the processing of a claim, we may require you to undergo a medical examination by one or more **doctors** selected by us and at our expense. You agree that we and our agents have:
  - a) Your consent to verify your health card number and other information required to process your claim, with the relevant government and other authorities;
  - b) Your authorization to **doctors, hospitals, medical facilities** and other medical providers to provide to us, any and all information they have regarding you, while under observation or **treatment**, including your medical history, diagnoses and test results; and
  - c) Your agreement to disclose any of the information available under a) and b) above to other sources, as may be required for the processing of your claim for benefits obtainable from other sources.
- You may not claim or receive in total more than 100% of your total covered expenses or the actual expenses which you incurred, and you must repay to us any amount paid or authorized by us on your behalf if and when we determine that the amount was not payable under the terms of your insurance.

## SECTION 10 - 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 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. **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 insurance coverage.
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. **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 11 - 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.

**business meeting** means a meeting, trade show, conference, training course, or convention, scheduled before your **effective date**, between companies with unrelated ownership, pertaining to your full-time occupation or profession and that is the sole purpose of your **trip**.

**card** means a CIBC Aventura® Visa® Card for Business 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**.

**caregiver** means the permanent, full-time person entrusted with the well-being of your **dependent children**, and whose absence cannot reasonably be replaced.

**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. Rental vehicles are not considered common carriers.

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

**departure point** means the place from which you depart on the first day of your **trip**, as shown on the confirmation of your **prepaid travel arrangements**.

**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 time you purchase your **trip**, 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 medical **treatment** is provided.

**effective date** means the date and time any portion of the **trip** costs are first charged to the **card** by the **cardholder** and before any cancellation penalties have been incurred.

**emergency** means an unexpected and unforeseeable **medical condition** that begins during the **period of insurance** and makes it necessary to receive immediate **treatment**.

**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**.

**grounding** means the complete and continuous withdrawal at or about the same time in the interest of safety, of one or more aircraft or cruise ship(s) from operation due to a mandatory order of Transport Canada, or other similar civil aviation or marine authority, because of an existing, alleged or suspected like defect, fault or condition affecting the safe operation of two or more such aircraft or cruise ships, whether such aircraft or cruise ships so withdrawn are owned or operated by the same or different persons, firms or corporations.

**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.

**key employee** means an employee whose continued presence is critical to the ongoing affairs of the business during a person's absence.

**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 days prior to the **effective date** of a **trip**. However, a chronic condition or any complication of a chronic condition is not considered a minor ailment.

**period of insurance** means the period of time between your **effective date** and your **return date**.

**Policy** means Master Policy **PSI037171999** issued to **CIBC** by the **Insurer**, which includes the present certificate of insurance.

**prepaid travel arrangements** mean transportation, **accommodation** and other travel expenses booked through a **travel supplier**, prior to the **departure date** of your **trip**.

**province** means your Canadian province or territory of permanent residence.

**rebooking fees** mean the additional amounts charged to you to change your original ticket prior to your **departure date**, excluding any difference in fare between the original amount and the new amount, or the charges for a different booking class.

**return date** means the date on which you return to your **province**.

**return point** means the place you return to on the last day of your **trip**, as shown on the confirmation of your **prepaid travel arrangements**, or your **province**.

**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**.

**travel supplier** means a travel agent, a tour operator, a travel wholesaler, an airline, a cruise line, a provider of ground transportation, a provider of travel **accommodations** or other provider that sells travel services to the general public.

**travelling companion** means any person (up to a maximum of two people), other than a **cardholder's spouse** or **dependent children**, who is sharing travel arrangements with the **cardholder** or the **cardholder's spouse** or **dependent children**, provided a portion of the travelling companion's **prepaid travel arrangements** for the same **trip**:

- a) were charged to the **cardholder's card** at the same time as a portion of the **cardholder's trip** was charged on the **card**; or
- b) were charged to a supplementary **card** held by the **cardholder's spouse** or **dependent children** at the same time as a portion of their **trip** was charged on the supplementary **card**.

**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 a 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:

- a) the **cardholder**;
- b) the **cardholder's spouse**, whether travelling with the **cardholder** or not;
- c) the **cardholder's dependent children**, when travelling with the **cardholder** or the **cardholder's spouse** (**dependent children** of the **cardholder** aged 16 and over are covered when travelling on their own); and
- d) a **travelling companion** when travelling with the **cardholder** or the **cardholder's spouse** or **dependent children**.

# 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 thereof, 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 Aventura® Visa\* Card for Business 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 **PSI018005873** 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:

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

1. 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
2. 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:
  - a) Immediately preceding a scheduled departure onboard a **common carrier**; or
  - b) Immediately following a scheduled arrival of a **common carrier**; or
3. 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 Aventura® Visa® Card for Business 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 **PSI033769023** 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.



# FLIGHT DELAY AND BAGGAGE 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

Flight Delay and Baggage Insurance provides coverage for:

1. certain expenses, such as meals and **accommodation**, when your flight is delayed; and
2. the purchase of necessary clothing and toiletries when your baggage is delayed by an airline provider; and
3. loss or damage to your carry-on or checked-in baggage and personal effects while in custody of a **common carrier**.

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 **PSIO33759743** (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 YOU NEED ASSISTANCE?

**IF YOUR FLIGHT AND/OR BAGGAGE IS DELAYED OR YOUR BAGGAGE IS LOST OR STOLEN,  
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.
- Coverage is only available if you are a resident of Canada.
- At least 75% of the **common carrier ticket** price, including taxes, must be charged to the **card**.
- **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?

### When does coverage take effect?

- **Flight Delay** coverage takes effect when your confirmed scheduled flight departure from any airport during your **trip** is delayed by four hours or more and remains in effect until the arrival of your flight.
- **Delay of Checked Baggage** coverage takes effect when your baggage checked in with an airline during your **trip** is delayed by six hours or more and remains in effect until the return of your baggage or the fifth day following the delay.
- **Lost or Stolen Baggage** coverage takes effect when baggage checked in with, or carried on, a **common carrier** during your **trip** is lost, stolen or damaged.

### When does coverage begin and end?

Coverage **begins** at the later of:

1. The date the **Policy** is effective; or
2. The date the **cardholder** falls within the definition of an **insured person**.

Coverage **ends** at the earlier of:

1. The date the **Policy** is terminated; or
2. The date the **cardholder** no longer falls within the definition of an **insured person**; or
3. The date the **cardholder's card** account is no longer in **good standing**; or
4. The date the **cardholder's card** is cancelled.

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

### COVERAGE

#### 1. FLIGHT DELAY

##### Flight Delay/Missed Connection

Subject to the eligibility requirements and **aggregate limits** below for transportation and entertainment expenses, we will reimburse the **cardholder** for **reasonable living expenses**, transportation expenses and entertainment expenses incurred by the **insured person** during the period of flight delay/missed connection, up to an **aggregate limit** of \$500 for all **insured persons** combined if:

- a) The **fare** for the delayed flight was charged to the **card** or was obtained through the redemption of points from the **card** travel reward program; and
- b) The delay lasted in excess of four hours from the time of scheduled departure causing you to:
  - delay your travel arrangements; and/or
  - miss a connecting flight; and
- c) The delayed flight was a scheduled service by an airline; and
- d) The delay of the flight was the result of strike by airline personnel, quarantine, civil commotion, hijack, natural disaster, inclement weather, mechanical breakdown or air traffic delays caused by congestion in the skies; and
- e) You provide receipts for the **reasonable living expenses**, transportation expenses and entertainment expenses.

##### Transportation Expenses - Eligibility and Sub-limits

We will reimburse the **cardholder** for ground transportation expenses incurred by the **insured person** during the period of flight delay/missed connection, up to an **aggregate limit** of \$100 for all **insured persons** combined if:

- a) As a result of an outbound flight delay/missed connection, the **insured person** returns directly to either the **insured person's** principal residence or a place of overnight **accommodation**; and
- b) As a result of a return flight delay/missed connection, the **insured person** travels to a place of overnight **accommodation**.

##### Entertainment Expenses - Eligibility and Sub-limits

We will reimburse the **cardholder** for entertainment expenses incurred by the **insured person** as the result of a flight delay/missed connection, up to an **aggregate limit** of \$100 for all **insured persons** combined if, as the result of a flight delay/missed connection, the **insured person** attends a ticketed event such as, but not limited to, a movie theatre, theatre, concert hall, opera or sports event during the period of flight delay/missed connection.

## 2. DELAY OF CHECKED BAGGAGE

We will reimburse the **cardholder** for expenses incurred within four days of the occurrence of the checked baggage delay to replace your **essential items** during the baggage delay period, up to \$500 per **insured person**, subject to an **aggregate limit** of \$1,000 for all **insured persons** combined, if:

- The **fare** for the flight on which the baggage was checked was charged to the **card**, or was obtained through the redemption of points from the **card** reward program; and
- Such baggage was unavoidably delayed by an airline for more than six hours; and
- Such baggage was in the custody of an airline; and
- Such replacement items are purchased within four days of the occurrence of the delay.

## 3. LOST OR STOLEN BAGGAGE

We will reimburse the **cardholder** for direct physical loss of or damage to baggage and the personal property contained therein when the baggage is checked with a **common carrier** or carried by the **insured person** on a **common carrier**, up to \$500 per **insured person**, subject to an **aggregate limit** of \$1,000 for all **insured persons** combined.

Also, the **fare** for travel in or on the **common carrier** must be charged to the **card** or obtained through the redemption of points from the **card** reward program.

Payment is based on the actual replacement cost of any lost or stolen article provided the article is actually replaced – otherwise, payment is based on the actual cash value of the article at the time of loss.

## SECTION 6 – CONDITIONS THAT MAY LIMIT YOUR COVERAGE

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

- Benefits Limited to Incurred Expenses.** The total benefits paid to you from all sources cannot exceed the actual expenses which you have incurred.
- 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:

- 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
- 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:**

- 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.
- Any criminal act committed by you.
- Failure of any device to correctly read or interpret date/time data.
- Purchases related to the delayed baggage made more than four days after the date your baggage was scheduled to arrive by the **common carrier** or made after the baggage is returned by the **common carrier** (applies to Benefit # 2. Delay of Checked Baggage only).

**Property excluded: In addition to the exclusions outlined above, the following exclusions apply to Benefit #3. Lost or Stolen Baggage only. This insurance will not pay any expenses relating to or in any way associated with:**

- Animals, sporting equipment (except golf clubs and golf bags; skis, ski poles and ski boots; and racquets), cameras and accessory equipment, eyeglasses, sunglasses, contact lenses, prosthetic devices including dentures, furs, tickets, valuable papers and documents, securities and money.
- Confiscation, expropriation or detention by any government, public authority, customs or other officials.
- Baggage or personal property lost, stolen or damaged during **commuting**.

## 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.
- **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. All benefits will be paid to the **cardholder**.
- **When making a claim, we may require that supporting documentation such as the following be provided:**

#### FLIGHT DELAY

- a) Verification by the airline of the delay, including the reason for and duration of the delay; and any compensation issued; and
- b) Original itemized expense receipts; and
- c) A copy of the travel arrangements' invoice/itinerary, or a copy of the account statement on which the **fare** expense appears, showing your **card** as the method of payment or showing it as a **ticket** obtained through the redemption of points from the **card** travel reward program; and
- d) A copy of the airline **ticket**.

#### DELAY OF CHECKED BAGGAGE

- a) Itemized original receipts for actual expenses incurred; and
- b) A copy of the baggage claim ticket; and
- c) Verification from the airline of the delay including reason, duration of delay, and any compensation issued; and
- d) A copy of the travel arrangement's invoice/itinerary, or a copy of the account statement on which the **fare** expense appears, showing your **card** as the method of payment or showing it as a **ticket** obtained through the redemption of points from the **card** reward program; and
- e) A copy of the airline **ticket**.

#### LOST OR STOLEN BAGGAGE

- a) A copy of the travel arrangement's invoice/itinerary, or a copy of the account statement on which the **fare** expense appears, showing your **card** as the method of payment or showing it as a **ticket** obtained through the redemption of points from the **card** reward program; and
- b) A copy of the **common carrier ticket**; and
- c) A copy of the initial claim report submitted to the **common carrier**; and
- d) Proof of submission of the loss to, and the results of any settlement by, the **common carrier**; and
- e) Original receipt confirming that the property has actually been replaced or the original receipt for the lost or stolen item.

### All pertinent documents should be sent to:

Belair Insurance Company Inc.  
Flight Delay and Baggage  
Claims Management Services  
2 Prologis Blvd., Suite 100  
Mississauga, Ontario L5W 0G8

## 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. **Other Insurance or Recovery.** 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. For any loss or damage insured by, or for any claim payable under, 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 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. 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.
4. **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.
5. **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.
6. **Material Facts.** No statements or representations made by employees of **CIBC**, our employees, or our agents can vary the terms of this coverage.
7. **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.
8. **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*.
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 the **cardholder** or we can make a written demand for an appraisal. After the demand, the **cardholder** selects 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. The **cardholder** must pay the appraiser the **cardholder** chooses. We will pay the appraiser we choose. The **cardholder** will share with us the cost of the arbitrator and the appraisal process.
11. **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:**

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

**aggregate limit** means the maximum amount which will be paid as the result of any covered occurrence regardless of the number of fares charged to the **card**. If the total amount claimed by all **insured persons** as a result of any one covered occurrence is more than the aggregate limit, the amount to be paid for each **insured person** will be prorated in amount for all **insured persons**.

**card** means a CIBC Aventura® Visa\* Card for Business 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.

**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.

**commuting** means the regular or frequent travel between residence and place of employment usual to the **insured person**.

**dependent children** means an unmarried natural, adopted, step or foster child, or legal ward of the **cardholder** or the **cardholder's spouse** who is, at the date of purchase of your flight, at least 15 days old, dependent on the **cardholder** or the **cardholder'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.

**essential items** mean the costs incurred by an **insured person** for the purchase of minimum essential clothing and toiletries, which are absolutely necessary and indispensable due to the loss, theft or delay of your baggage, as determined by the **Insurer**.

**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.

**Policy** means Master Policy **PSIO33759743** issued to **CIBC** by the **Insurer**, which includes the present certificate of insurance.

**reasonable living expenses** mean an **insured person's** expenses for meals and **accommodation** as determined by us.

**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 **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**.

**trip** means a period of travel for which:

- a) There is a **departure point** and a destination; and
- b) There are predetermined and recorded beginning and ending dates.

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

**you, your** and **insured person(s)** mean the **cardholder**, the **cardholder's spouse** and **dependent children**, whether travelling together or not.

# 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** 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. 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.
2. Fraud, negligence, misuse and abuse by you.
3. Hostilities of any kind, including war, invasion, rebellion, or insurrection.
4. Confiscation by authorities, risks of contraband, illegal activities, willful acts or omissions by you.



5. Normal wear and tear.
6. Damage to sports equipment and goods when being used for its intended purpose.
7. Perishables such as food and liquor, and goods consumed in use, such as perfume, cosmetics and paint.
8. Services, ancillary costs incurred in respect of an **insured item** and not forming part of the **purchase price**.
9. Refurbished items (except by the manufacturer), used and pre-owned items including antiques and demos.
10. Flood and earthquake.
11. Inherent product defect.
12. Mysterious disappearance (means when the item 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).
13. 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:**

14. Travellers' cheques, any type of currency, cash, prepaid cards, gift cards, tickets, and any other **negotiable instruments** and bullion.
15. Rare or precious coins and art objects.
16. Animals and living plants.
17. 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:**

18. Services, dealer and assembler warranties.
19. Improper installation or alteration.
20. 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 Aventura® Visa® Card for Business 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 movable property, 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**.

## 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](https://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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