

CERTIFICATES OF INSURANCE

Amended and Restated Effective Date: July 1, 2025

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Toronto, Ontario M5G 0A1
1866 363-3338
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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 Dividend Platinum® Visa* Card. Coverage is subject to the terms and conditions in the certificates that follow. Refer to the certificates for complete benefit details. All amounts indicated are in Canadian currency, unless indicated otherwise.

COVERAGE	LIMITS
CAR RENTAL COLLISION/LOSS DAMAGE INSURANCE Provides coverage for theft, loss, or damage to a rental car.	<ul style="list-style-type: none">• Rental cars with a Manufacturer's Suggested Retail Price (MSRP) of up to \$85,000• Rental period of up to 48 days
COMMON CARRIER ACCIDENT INSURANCE Provides coverage for an accidental death or dismemberment resulting from riding as a passenger on a common carrier (land, air, or water transport).	<ul style="list-style-type: none">• Up to \$500,000 per insured person
PURCHASE SECURITY & EXTENDED PROTECTION INSURANCE This insurance: <ol style="list-style-type: none">1. provides coverage for certain items charged to your card, if such items are lost, stolen, or damaged; and2. automatically doubles the original manufacturer's warranty of a covered item charged to your card, up to one additional year.	<ul style="list-style-type: none">• Purchase Security: Up to 90 days from date of purchase• Extended Protection: Up to one additional year following the expiry of the original manufacturer's warranty

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 Dividend Platinum® Visa* Card issued in Canada by **CIBC**.

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

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

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

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

CIBC means Canadian Imperial Bank of Commerce.

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

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

Insurer means Belair Insurance Company Inc.

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

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

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

Policy means Master Policy **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 Dividend Platinum® Visa® Card issued in Canada by **CIBC**.

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

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

CIBC means Canadian Imperial Bank of Commerce.

common carrier means any land, water, or air conveyance operated under a license for the transportation of **passengers** for hire and for which a **ticket** has been obtained. Common carrier does not include any conveyance that is hired or used for a sport, gamesmanship, contest, cruise, sightseeing, aerial tours and/or recreational activity, regardless of whether such conveyance is licensed.

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

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

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

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

Insurer means Belair Insurance Company Inc.

loss and losses mean a loss:

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

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

Policy means Master Policy **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.

PURCHASE SECURITY & EXTENDED PROTECTION INSURANCE

CERTIFICATE OF INSURANCE

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

SECTION 1 – INTRODUCTION

Purchase Security & Extended Protection Insurance:

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

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

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

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

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

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

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

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

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

SECTION 3 – IMPORTANT NOTICE – PLEASE READ CAREFULLY

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

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

COVERAGE

1. PURCHASE SECURITY

Purchase Security automatically protects, without registration, most **insured items** of personal property when at least a portion of the **purchase price** is charged to the **card** by insuring the item for 90 days from the date

of purchase in the event of loss, theft or physical damage, anywhere in the world, if the item is not covered by **other insurance**. If the item is lost, stolen or physically damaged, it will be replaced, repaired, or you will be reimbursed the portion of the **insured item** that was charged on the **card**, at our discretion. Items you give as gifts are covered under Purchase Security subject to compliance with the terms and conditions of the **Policy**. You are entitled to receive the lesser of: the cost of repairs; the actual cash value of the **insured item** immediately prior to the loss; or the portion of the **purchase price** of the **insured item** charged on the **card**.

2. EXTENDED PROTECTION

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

LIMITS OF LIABILITY

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

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

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

We may, at our sole option, elect to:

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

SECTION 5 - CONDITIONS THAT MAY LIMIT YOUR COVERAGE

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

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

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

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

SECTION 6 - WHAT ARE YOU NOT COVERED FOR?

EXCLUSIONS APPLICABLE TO ALL COVERAGES

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

1. Items purchased by or for use by a business for commercial purpose.
2. Automobiles, trailers, motorcycles, motorboats, or accessories attached to or mounted on such property, airplanes, drones, motor scooters, snow blowers, riding lawnmowers, golf carts, lawn tractors, electric bikes with a **purchase price** exceeding \$3,000 at time of purchase, and any other motorized or propelled vehicles (except miniature electric vehicles for children), and their parts and accessories.
3. Fraud, negligence, misuse and abuse by you.
4. Hostilities of any kind, including war, invasion, rebellion, or insurrection.

5. Confiscation by authorities, risks of contraband, illegal activities, willful acts or omissions by you.
6. Normal wear and tear.
7. Damage to sports equipment and goods when being used for its intended purpose.
8. Perishables such as food and liquor, and goods consumed in use, such as perfume, cosmetics and paint.
9. Services, ancillary costs incurred in respect of an **insured item** and not forming part of the **purchase price**.
10. Refurbished items (except by the manufacturer), used and pre-owned items including antiques and demos.
11. Flood and earthquake.
12. Inherent product defect.
13. Mysterious disappearance (means when the article of personal property in question cannot be located, and the circumstances of its disappearance cannot be explained or do not lend themselves to a reasonable conclusion that a theft occurred).
14. Incidental and indirect damages including bodily injury, punitive or exemplary damages and legal expenses.

EXCLUSIONS APPLICABLE TO PURCHASE SECURITY COVERAGE

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

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

EXCLUSIONS APPLICABLE TO EXTENDED PROTECTION COVERAGE

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

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

SECTION 7 – HOW DO YOU MAKE A CLAIM?

To submit a claim:

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

All pertinent documents should be sent to:

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

SECTION 8 – WHAT ELSE DO YOU NEED TO KNOW?

1. **Canadian Currency.** Any claims paid to you will be payable in Canadian funds. If you have paid a covered expense, you will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made to you. No sum payable shall bear interest.
2. **Payment of Benefits.** All payments are payable to you or on your behalf. In case of your death, benefits are payable to your estate unless another beneficiary is designated in writing to us.
3. **Benefits to Cardholder Only.** This insurance is only for your benefit. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits. You shall not assign these benefits without our prior written approval, other than benefits on gifts as provided in this certificate and the **Policy**.
4. **Other Insurance.** Except in Quebec where the provisions set out under section 2496 of the *Civil Code of Quebec* shall apply, this insurance is strictly excess coverage and does not apply as contributing insurance. The **Policy** is not a substitute for **other insurance** and covers you only to the extent a permitted claim exceeds the coverage of **other insurance**. The **Policy** also provides coverage for the amount of the deductible of **other insurance**. The coverage takes effect only when the limits of the **other insurance** have been reached and paid to you regardless of whether the **other insurance** contains provisions purporting to make the coverage of such **other insurance** non-contributory or excess.
5. **Misrepresentation and Non-Disclosure.** Any information that has been misrepresented or misstated to us by you or is incomplete may result in this certificate and your insurance coverage being null and void, in which case no benefits will be paid.
6. **Applicable Law.** The terms of this insurance coverage shall be governed and interpreted according to the laws of the province in which you are resident.
7. **Material Facts.** No statements or representations made by employees of **CIBC**, our employees, or our agents can vary the terms of this coverage.
8. **Due Diligence.** You shall use diligence and do all things reasonable to avoid or diminish any loss of, theft of or damage to property protected by this insurance. We will not unreasonably apply this provision to avoid claims under the **Policy**. Where damage or loss is due (or suspected to be due) to a malicious act, burglary, robbery, theft or attempt thereof, you shall give immediate notice to the police or other authorities having jurisdiction. We will require evidence of such notice with the Loss Report prior to settlement of a claim.
9. **Limitation of Actions.** Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of British Columbia, Alberta and Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), the *Limitation Act* (for actions or proceedings governed by the laws of Saskatchewan), or other applicable legislation. For actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.
10. **Subrogation.** If you incur expenses due to the fault of a third party, you assign to us the right to take action against the party at fault in your name. This will require your full cooperation with us and we will pay for all of the related expenses.
Additionally, if No Fault benefits or other collateral sources of payment of expenses are available to you, regardless of fault, we are granted the right to make a demand for, and recover those benefits. If we institute an action, we may do so at our own expense, in your name, and you will attend at the place of loss to assist in the action. If you institute a demand or an action for a covered loss, you shall immediately notify us so that we may safeguard our rights. You shall take no action after a loss that will impair our rights set forth in the previous paragraph and shall do such things as are necessary to secure our rights.
11. **Disagreement Over Size of Loss.** If there is a disagreement about the amount of the loss, either you or we can make a written demand for an appraisal. After the demand, you select a competent appraiser and we select a competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two of the three (the appraisers and the arbitrator) will be binding. You must pay the appraiser you choose. We will pay the appraiser we choose. You will share with us the cost of the arbitrator and the appraisal process.
12. **Statutory Conditions.** The **Policy** includes Statutory Conditions that apply to insurance against loss or damage to property in the form prescribed by applicable provincial and territorial insurance legislation.

SECTION 9 – DEFINITIONS

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

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

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

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

CIBC means Canadian Imperial Bank of Commerce.

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

Insurer means Belair Insurance Company Inc.

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

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

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

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

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

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

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

IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

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

Insurer Contact Information:

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

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