Privacy Disclosures

Privacy Disclosure for all Cardholders: In this section, “CIBC”, “we” or “us” refers to the Canadian Imperial Bank of Commerce and its Canadian affiliates. You consent to the collection, use and sharing of your personal information as described in CIBC’s privacy policy, Your Privacy is Protected. This includes exchanging information about you within CIBC and with credit bureaus, program partners, and others as may be needed for: (i) identifying you; (ii) qualifying you (or someone you are providing a guarantee for) for products and services; (iii) confirming information you give us; (iv) preventing and CIBC from error and criminal activity; (v) confirming your creditworthiness; (vi) fulfilling legal and regulatory responsibilities; or (vii) marketing products and services of CIBC, any CIBC partner program, or other third parties. We may contact you for any of these purposes at the numbers and addresses you have provided to us, including by automatic dialing-announcing device. If you no longer want to receive marketing from CIBC, you may contact CIBC at 1 800 465-CIBC (2422) at any time. You will not be refused products or services just because you choose not to receive marketing.

CIBC’s privacy policy is available at any banking centre or www.cibc.com. This policy may be updated from time to time. We will post our most up-to-date policy on our website.

If you provide us with your Social Insurance Number (SIN), we may share it with credit bureaus to help make sure we get the correct credit bureau report. However, this is voluntary and you will not be refused products or services just because you choose not to provide your SIN.

Additional Partner Program Privacy Disclosures

Aeroplan partner program only: You (primary cardholder) are giving the following information on your application to both CIBC and Aeroplan Inc. (“Aeroplan”); your name, mailing address, phone number, e-mail, language preference and Aeroplan membership number (if available). Aeroplan may use this information as set out in Aeroplan’s privacy policy. If your application is approved, CIBC will, from time to time, share with Aeroplan certain transaction information (e.g. merchant name, transaction date and amount) for the purposes of marketing and promoting the Aeroplan Program as set out in Aeroplan’s privacy policy including combining this information with other information Aeroplan may already have about you to make relevant offers or provide a benefit or privilege to you. The sharing of this information is necessary for you to receive the benefits and features of this partner program therefore you may not withdraw your consent. CIBC may also share with Aeroplan the following additional information: location data of merchants (country, province or state, city and postal code) and cardholder data (e.g. range (primary cardholder), salutation and the number of cardholders on the account) for the same purposes as above. If you do not wish to share this additional information you may contact CIBC at 1 800 465-4653 within Canada or the U.S.A, or 514 861-4653. For more about how Aeroplan may collect, use or share your information or your right to opt out of receiving marketing communications from Aeroplan, please contact Aeroplan directly or go to aeroplan.com.

Terms and Conditions

Terms for Primary Cardholder only: You are asking CIBC to open an Account in your name and issue a CIBC credit card to you and any person(s) you name as an Authorized User. You will be solely responsible for the full Balance including for all Transactions by the Authorized User(s). You agree to be bound by the CIBC Cardholder Agreement we will send you, as amended or replaced from time to time. You will indicate your acceptance of the CIBC Cardholder Agreement by signing, using, or activating a card, accessing your Account in any way or making a payment on your Account. You also agree to be bound by the Cardholder Banking Service Agreement, as amended or replaced from time to time. It applies if you register a CIBC deposit or other account for access through your CIBC credit card. You authorize us to charge the non-refundable annual fees (if applicable) to your Account. You acknowledge that Card features/services may change from time to time. You must tell us immediately if your card or card details are lost or stolen or your Account is compromised. Subject to the CIBC Cardholder Agreement and applicable law and provided you have complied with your obligations to keep your PIN and card safe, you will not be liable for unauthorized Transactions or for Transactions which occur after you tell us your card has been lost or stolen. Subject to applicable law, if your Account is used with a PIN at an ATM, you will be liable for all Transactions which occur before we receive notice from you that your card is lost or stolen. Please see your CIBC Cardholder Agreement for more information.

If you advised us that a CIBC credit card is preapproved, you understand that we may withdraw this offer if any unfavourable change in your financial position or account status has occurred recently or occurs after you sign this form.

Additional terms for CIBC bizline Visa, CIBC Aventura Visa Card for Business and CIBC Aerogold Visa Card for Business Cardholders only: You (the Primary Cardholder) give all of above consents, and agree to the terms and conditions on your behalf personally and on behalf of the Business. You certify to CIBC that you have full authority to bind the Business and give these consents and agree to these terms on its behalf. (Above and below, the word “you” refers to the Business and yourself jointly.) You confirm that the Account will be used for Business purposes only. And the business will be individually and jointly responsible (in Quebec, you will be solidarily liable) for the full Balance including for all Transactions by the Authorized User(s).

Terms for Authorized User only: We will send the Primary Cardholder the CIBC Cardholder Agreement, other agreements and card terms (collectively the “Agreements”). You agree to be bound by the Agreements, as amended and replaced from time to time. Signing, using or activating a Card or using the Account in any way will indicate that you have accepted the Agreements. We will send all Agreement amendments, other information, and Card renewals/replacements to the Primary Cardholder.

Additional terms for Loyalty Programs: If the Card you have applied for allows you to earn loyalty rewards, you agree to be bound by the loyalty program terms and conditions, as amended and replaced from time to time. You acknowledge that these programs may be changed or terminated at any time, subject to applicable law.

Terms for Balance Transfers: If your application is approved, we will process item 1 first, then item 2, then item 3. If any item would make you exceed your Available Credit or Available Cash, that item will not be processed; we cannot process partial amounts. Interest applies from the date the transfer is posted to your Account. You are also responsible for interest that continues to accrue on the non-CIBC account(s) from which you are transferring a balance(s) until the transfer amount is credited to the non-CIBC account(s). Please note that interest may be charged at the same time on both your CIBC Account and the account(s) from which you are transferring a balance, until the transfer amount is credited to the non-CIBC account. Balance Transfers do not result in cancellation of your non-CIBC accounts. The Balance Transfer form cannot be used for transfers from/payments to other CIBC credit cards; such requests will not be processed. Please remember to continue to make your minimum payments on non-CIBC accounts (from which you are transferring balances) until the Balance Transfer amounts are credited to those accounts (allow 3 to 4 weeks) to avoid late fees. Please note that stop payments cannot be processed on Balance Transfers. Completion of every section will ensure prompt processing, Balance transfers do not earn loyalty rewards.
Disclosures

CIBC Aventura Visa Card for Business, CIBC Aerogold Visa Card for Business and CIBC bizline Visa Card: If you are applying for the CIBC Aventura Visa Card for Business or the CIBC Aerogold Visa Card for Business and cannot be approved, you are asking CIBC to consider you for a CIBC bizline Visa Card instead. You understand that the CIBC bizline Visa Card has the same fees as the CIBC Aventura Visa Card for Business or the CIBC Aerogold Visa Card for Business except that it:
• has no annual fee;
• has a variable annual interest rate, ranging from CIBC Prime + 1.5% to CIBC Prime + 13%, depending on your personal credit bureau information. Call 1 800 465-CIBC (2422) for more information;
• includes only $100,000 Common Carrier Accident Insurance; and
• has no loyalty program or other travel benefits.

CIBC Dividend Visa Infinite Card, CIBC Dividend Gold Visa Card and CIBC Dividend Card: By applying for a CIBC Dividend Visa Infinite Card, a CIBC Dividend Gold Visa Card or a CIBC Dividend Card, you are requesting CIBC consider you for a CIBC Dividend Visa Infinite Card. You understand that this Card has some of the same benefits as the CIBC Dividend Visa Infinite Card, except that:
• includes only $100,000 Common Carrier Accident Insurance and does not include Flight Delay and Baggage insurance.
• includes only $100,000 Common Carrier Accident Insurance, Purchase Security and Extended Warranty Insurance and Auto Rental Collision / Loss Damage insurance.
• includes only $100,000 Common Carrier Accident Insurance and does not include Flight Delay and Baggage insurance.

CIBC Aerogold Visa Infinite Privilege Card, CIBC Aerogold Visa Infinite Card, and CIBC Aero Platinum Visa Card: If you apply for and cannot be approved for a CIBC Aerogold Visa Infinite Privilege Card, you are also requesting CIBC consider you for a CIBC Aerogold Visa Infinite Card. If you apply for and cannot be approved for a CIBC Aerogold Visa Infinite Card, you are requesting CIBC to consider you for a CIBC Aerogold Visa Infinite Privilege Card instead. You understand that this Card has some of the same benefits as the CIBC Aerogold Visa Infinite Privilege Card, except that the CIBC Aerogold Visa Infinite Card:
• has a reduced Aeroplan Mile Welcome Bonus;
• has an annual fee of $120 and $50 for each additional card;
• has a variable annual interest rate, ranging from CIBC Prime + 1.5% to CIBC Prime + 13%, depending on your personal credit bureau information. Call 1 800 465-CIBC (2422) for more information;
• includes only $100,000 Common Carrier Accident Insurance; and
• has a variable annual interest rate, ranging from CIBC Prime + 1.5% to CIBC Prime + 13%, depending on your personal credit bureau information. Call 1 800 465-CIBC (2422) for more information;

CIBC Dividend Visa Infinite Card includes Out-of-Province Emergency Travel Medical Insurance, Trip Interruption Insurance and Flight Delay and Baggage Insurance.
In any case, if you cannot be approved for the CIBC Dividend Platinum Visa Card you are asking CIBC to consider you for a CIBC Dividend Visa Card instead. You understand that the CIBC Dividend Visa Card and the CIBC Dividend Platinum Visa Card have the same interest rates, but the CIBC Dividend Visa Card:

- has no annual fee;
- earns cash back at a rate of up to 2% in net annual Card purchases; and
- includes only $100,000 Common Carrier Accident Insurance and does not include Auto Rental Collision/Loss Damage Insurance.

You acknowledge and agree that pursuant to the above if you apply for and cannot be approved for a CIBC Dividend Platinum Visa Card, you are asking CIBC to consider you for a CIBC Dividend Visa Card. The differences between these cards are set out above.

Insurance Included as a Feature of your Credit Card – Disclosure
Insurance coverage(s) included with CIBC credit cards are underwritten by Royal & Sun Alliance Insurance Company of Canada (RSA). You may contact RSA at 1 866 363-3338 in Canada and the U.S or collect from elsewhere at 905 403-3338 or visit cibccentre.rsgroup.ca. Different cards will have different coverage(s). To learn about which coverage(s) are included with a specific card, and important information regarding coverage eligibility requirements, benefits, limitations and exclusions, see www.elip.com/ca/credit-card/agreements-insurance.html and the insurance certificate(s) in your card package. Some insurance coverage(s) require purchase(s), auto rentals, common carrier fares, accommodations and other trip costs to be charged to the card to activate coverage. Other conditions may also apply. Car Rental Collision/Loss Damage Insurance (CLDI) is available for a rental period of up to 48 days for rental cars with a MSPR of up to $65,000 CAD. For the CIBC Aerogold Visa Infinite Privilege Card and the CIBC Aventura Visa Infinite Privilege Card, CLDI is available for a rental period of up to 48 days for rental cars with a MSPR of up to $85,000 CAD. The full cost of the rental must be charged to the card and the rental agency’s Collision Damage Waiver (CDW) or Loss Damage Waiver (LDW) must be declined. CLDI provides coverage up to the actual cash value (ACV) of the rental vehicle as defined in your insurance certificate. Note that some rental agencies may assess their damages at an amount greater than the ACV of the rental vehicle and you may be liable to them for the difference. Before declining the rental agency’s CDW or LDW, you should read carefully and compare the terms of the rental agreement, the CLDI insurance certificate in your card package and any other insurance you own to decide which coverage best meets your protection needs. Out-of-Province Emergency Travel Medical Insurance (TMI) covers the primary cardholder, their spouse and dependent children for the first 15 days of a trip if the insured person is age 64 or under (for all cards that have TMI coverage, dependent children must be under 21 years of age or under 25 years of age if a full time student, unless they have a permanent physical or mental impairment); for the CIBC Aventura Visa Infinite Card and the CIBC Aerogold Visa Infinite Card; TMI also covers the first 3 days of a trip if the insured person is age 65 or older; for the CIBC Aerogold Visa Card; TMI covers the primary cardholder, their spouse and dependent children for the first 31 days of a trip if the insured person is age 64 or under, or for the first 10 days of a trip if the insured person is age 65 or older; TMI may not cover medical procedures performed without pre-approval. TMI, Trip Cancellation and Trip Interruption Insurance may not cover certain pre-existing health/medical conditions. Certain RSA coverages are “excess insurance” (all other sources of insurance and recovery must be exhausted before coverage is available).

Additional Disclosures for Business Credit Cards Only

Interest Rates
CIBC Aerogold Visa Card for Business and CIBC Aventura Visa Card for Business with an annual fee of $180: The annual interest rates are 12.99%, 15.99% or 18.99% for Purchases and 14.5%, 17.5% or 21.5% for Cash Advances, Balance Transfers and Convenience Cheques. The annual interest rates assigned to your Card will be based on your personal credit bureau and other information at the time your request is processed.

CIBC Aventura Visa Card for Business with an annual fee of $120: The annual interest rates are 19.99% for Purchases and 21.99% for Cash Advances, Balance Transfers and Convenience Cheques.

CIBC bizline Visa Card: The annual interest rate will range between CIBC Prime Rate +1.5% and CIBC Prime Rate +13%. The interest mark-up is subject to change. The annual interest rate is variable, meaning that the annual interest rate will change without notice if CIBC’s Prime Rate changes. You can find out what CIBC’s Prime Rate is by calling CIBC toll-free at 1 866 525-8622.

Annual Fees
CIBC Aerogold Visa Card for Business and CIBC Aventura Visa Card for Business with an annual fee of $180: $100 Primary Cardholder fee, $50 Authorized User fee. Annual fees are posted to your Account if/when the application is approved and your Card is issued, whether your Card is activated or not, and annually afterwards.

CIBC Aventura Visa Card for Business with an annual fee of $120: $120 Primary Cardholder fee, $50 Authorized User fee. Annual fees are posted to your Account if/when your application is approved and your Card is issued, whether your Card is activated or not, and annually afterwards.

Minimum Payment: Except for Quebec residents, your Minimum Payment is $10 plus any interest (excluding Installment Plan interest) and fees (excluding the annual fee) plus the sum of any Installment Plan payments (which includes interest) due on that statement plus the greater of either any amount that exceeds your credit limit or any past due amount.

Effective August 1, 2019: For Quebec residents, your Minimum Payment is your Percent of Amount Due plus the greater of either any amount that exceeds your credit limit or any past due amount. For Quebec residents with new Accounts, your Percent of Amount Due means 5% of your Amount Due. For Quebec residents with existing Accounts, your Percent of Amount Due means:

- 2% of your Amount Due starting August 1, 2019
- 2.5% of your Amount Due starting August 1, 2020
- 3% of your Amount Due starting August 1, 2021
- 3.5% of your Amount Due starting August 1, 2022
- 4% of your Amount Due starting August 1, 2023
- 4.5% of your Amount Due starting August 1, 2024
- 5% of your Amount Due starting August 1, 2025

If your Amount Due is under $10, that amount is your Minimum Payment.

Interest-Free Grace Period: Your payment due date is at least 21 days after your Statement Date. For residents of Quebec, we do not charge interest on a Purchase appearing on your statement if we receive full payment of the Amount Due by the payment due date for that statement. For residents outside Quebec, we do not charge interest on a Purchase appearing on your statement if we receive full payment of the Amount Due by the payment due date for that statement and we received full payment of the Amount Due by the payment date due on your previous statement. There is no interest-free period for Cash Advances, Balance Transfers, or Convenience Cheques.

Interpretation: Capitalized terms used in this application have the meanings given to them in the CIBC Cardholder Agreement unless otherwise defined. The CIBC Credit Card Summary of Annual Interest Rates and Fees does not apply to Simplii Financial™ credit cards.

Quebec only: You have expressly requested that this form and any related documents be drawn up in English. Vous avez expressément exigé que le présent formulaire et tout document qui s’y rattache, soient rédigés en anglais.

For more information about Cards, please call 1 800 465-4653 toll-free. The CIBC Cardholder Agreement and other information may also be obtained from www.cibc.com. The Card interest rates and fees shown are current as of November 17, 2019.