



CIBC INSURANCE

## CIBC Accident Protection Plan Insurance Policy

### 30-day review period

As the Owner you can cancel this Policy at any time by contacting us at the number below or writing to the address below. If you cancel this Policy within 30 days of first receiving this Policy, any premium paid will be refunded and this Policy will be deemed never to have been issued. Such a cancellation is binding on the Insured, Spouse Insured and any Beneficiaries. If this Policy is reinstated, substituted, or consolidated and continued under the same Policy Number, the Premium will not be refunded.

### Important notice

A copy of your application is included. You should carefully check and confirm that the details of this Policy match the details in your application. Any inaccuracies in your application may affect the benefits payable or result in your Policy being void. Inaccuracies should be immediately reported to us by calling us at the toll-free number below, or by writing to us at the address below, to ensure your coverage is valid.

You must keep us informed of any change to your, or the Spouse Insured's, name, address, telephone number or any other changes that may be material to this Policy. Please include your Policy Number, name and your current address when writing to us and have such information available when calling us.

### Underwritten by:

CIBC Life Insurance Company Limited  
P.O. Box 5760, Station F  
50 Charles Street East  
Toronto, ON M4Y 2T1

Call Toll-free across Canada [1 888 393-1110](tel:18883931110)  
Visit [cibcinsurance.com](http://cibcinsurance.com)

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## CIBC Accident Protection Plan Insurance Policy

Be sure to affix these Policy pages and your confirmation letter to page 1 of the Policy, and store them in a safe place for future reference.

### Introduction

Your insurance coverage is described in this Policy. Please read this Policy carefully, so you will understand your rights and obligations, including your coverage eligibility conditions, limitations, exclusions, and how to make a claim.

### Definitions

In this Policy:

**Accident** means a violent, external incident that is sudden, unexpected, involuntary; and not the reasonably foreseeable result of the Insured's or the Spouse Insured's actions, and which causes bodily injuries directly and independent of any other cause.

**Accidental Bodily Injury** means bodily injury which is caused directly and independently of all other causes by an Accident that occurs while coverage in respect of this Policy is in force.

**Accidental Death** means death resulting directly from injuries caused by an Accident, independent of any other causes.

**Accidental Death Benefit** means the amount specified under the "Policy Summary - Accidental Death" section on page 1 of this Policy as being the "Accidental Death Benefit".

**Accident Hospitalization** means an unforeseen and unscheduled confinement in a Hospital on the recommendation of a Physician as a result of an Accidental Bodily Injury.

**Basic Daily Benefit** means the amount specified under the "Policy Summary - Accident Hospitalization" section on page 1 of this Policy as being the "Basic Daily Benefit".

**Beneficiary** means the individual or entity entitled to receive the Accidental Death Benefit or the Daily Benefit Amount and specified as being the "Beneficiary" under the Accidental Death and Accident Hospitalization sections on page 1 of this Policy or in any Change of Beneficiary form filed with us.

**Bonus Benefit** has the meaning given in the "Bonus Benefit" section of this Policy.

**Daily Benefit Amount** means the amount payable as the Basic Daily Benefit except for:

- a) Accident Hospitalization in an Intensive Care Unit in Canada; or
- b) The first 30 days of Accident Hospitalization in a Hospital outside of Canada including in an Intensive Care Unit; in which cases the Daily Benefit Amount means an amount equal to 200% of the Basic Daily Benefit.

**Effective Date** is the date that coverage under the Policy becomes effective for an Insured Person and as specified on page 1 of this Policy under "Policy Summary".

**Hospital** means an institution that is licensed as a hospital in Canada, U.S.A., Mexico, the Caribbean, Europe, Australia or Japan, is open at all times, is operated mainly to diagnose and treat illness on an in-patient basis, has a staff of one or more Physicians on call at all times, provides 24-hour nursing services by registered nurses, and which has organized facilities on the premises for surgery. A Hospital does not include an institution used primarily as a facility for rest, custodial care, nursing, care for the aged, or care for alcohol or drug addiction.

**Insured** means a person from whom we have received a properly completed application form for coverage under the CIBC Accident Protection Plan;

- who meets the eligibility criteria specified in the "Who is eligible for the insurance?" section of this Policy;
- whose premium payments are up-to-date; and
- who is named as the "Insured" on page 1 of this Policy
- who has been approved for the insurance hereunder.

**Insured Event** has the meaning given in the "What are your insurance coverage options?" section of this Policy.

**Insured Person** means the Insured or, as applicable, the Spouse Insured.

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**Intensive Care Unit** means a specialized area of a Hospital equipped with life-saving drugs and apparatus, and that provides 24-hour continuous care and observation by registered nurses and qualified medical staff.

**Original Policy Effective Date** is the date that the original coverage under the Policy became effective as specified on page 1 of this Policy. Policy months, years and anniversaries are measured from the applicable Original Policy Effective Date.

**Physician** means a doctor of medicine who is licensed to practice medicine by a recognized medical licensing organization in the locale where treatment is rendered, provided he or she is a member in good standing of such licensing body. A Physician does not include an Insured Person, father, mother, sibling(s) or child(ren) of the Insured Person.

**Spouse** means either a person legally married to, or in a civil union with the Insured; or a person who has been living continuously with the Insured for at least one year in a conjugal relationship as of the date of application.

**Spouse Insured** means a person who is the Spouse of the Insured, meets the eligibility criteria specified in the “Who is eligible for the insurance?” section of this Policy and is named as the “Spouse Insured” on page 1 of this Policy.

**“We”, “us” and “our”** means CIBC Life Insurance Company Limited, the underwriter of the CIBC Accident Protection Plan.

**“You” and “your”** means the person who is named as the “Insured” on page 1 of this Policy.

The terms of the CIBC Accident Protection Plan are governed by this Policy. Your coverage details are summarized on page 1 of this Policy.

### Who is eligible for the insurance?

To be eligible to purchase and be covered by the CIBC Accident Protection Plan:

- You must be between the ages of 18 and 64 inclusive at the time of your application
- You must be a resident of Canada at the time of your application

Your account or credit card used to pay premiums for this coverage must be in good standing at the time of your application. For your Spouse to be covered:

- Your Spouse must be between the ages of 18 and 64 inclusive at the time of your Spouse’s application
- Your Spouse must be a resident of Canada at the time of your Spouse’s application

### What are your insurance coverage options?

The CIBC Accident Protection Plan offers two insurance coverage options (each referred to in this Policy as an “Insured Event”):

1. Accidental Death, independent of any other causes.
2. Accident Hospitalization, independent of any other causes.

Only the Insured can select or change;

- the Insured Event(s) covered by this Policy;
- coverage for the Insured’s Spouse under this Policy; and
- the amount of benefits for all Insured Persons under this Policy.

The coverage you have selected is summarized on page 1 of this Policy.

Either one or both Insured Events can be selected for coverage. If the Insured selects coverage for his or her Spouse, the Insured must select the same Insured Event(s) and Benefit amounts for his or her Spouse as the Insured selected for himself or herself as indicated on page 1 of this Policy.

## When does your insurance coverage begin and end?

Coverage for each Insured Person begins on the respective Effective Date indicated for the Insured Person on page 1 of this Policy. However, if the initial premium for this Policy is not received by us within 30 days of the Original Policy Effective Date, then all coverages are automatically treated as if they have never been in force.

All coverage under this Policy automatically terminates on the earliest of the following dates:

- The expiration date of the grace period described under the heading "Grace Period and Reinstatement", if the premium due has not been paid;
- The next premium due date following the date that we receive a request from you to cancel or terminate all of your coverage(s) under this Policy;
- The date you attain age 75; and
- The date you die.

If you cancel one of the coverages under this Policy, that individual coverage terminates on the next premium due date following the date that we receive a request from you to cancel or terminate a specific coverage.

Coverage under this Policy with respect to a Spouse Insured terminates on the earliest of the following dates:

- The next premium due date following the date that we receive a request from you to cancel or terminate coverage for the Spouse Insured;
- The date the Spouse Insured attains age 75;
- The date the Spouse Insured dies;
- The date that the Spouse Insured named on page 1 of this Policy no longer meets the definition of a "Spouse"; and
- The date your coverage for the corresponding Insured Event terminates.

## What do we pay and who receives the benefits?

### Accidental Death Benefits:

Subject to the limitations and exclusions outlined in this Policy, we will pay the benefit amount specified under the Accidental Death section on page 1 of this Policy if:

- the Insured Person dies directly from injuries caused only by an Accident, independent of any other causes; and
- the Insured Person's death occurred within 365 days of the Accident; and
- the Insured Person's coverage is in effect on the date of the Accident; and
- the Insured Person is less than 75 years of age at the time of the Accident.

We will not pay a benefit if the Insured Person's death was in any way related to, directly or indirectly caused by or attributable to any of the exclusions listed in the section of this Policy entitled "When will a benefit not be paid?"

### *Bonus Benefit*

We will add an amount equal to 1% of your Accidental Death Benefit to your Accidental Death coverage annually on the anniversary of the Effective Date of your Accidental Death coverage (the "**Bonus Benefit**"). For example, if you purchase \$50,000 in coverage (i.e. your Accidental Death Benefit is \$50,000), a Bonus Benefit of \$500 (1% of \$50,000) will be added to your coverage on the first anniversary of the Effective Date. If your Accidental Death Benefit remains unchanged on the next anniversary date, then an additional Bonus Benefit of \$500 will be added to your coverage, bringing your accumulated Bonus Benefit to \$1,000 and your total Accidental Death coverage to \$51,000 (\$50,000 Accidental Death Benefit plus \$1,000 accumulated Bonus Benefit).

If you increase your Accidental Death Benefit, your Bonus Benefit attributable to such increased amount will be added to your Accidental Death coverage annually on the anniversary of the effective date of the increased amount.

If you decrease your Accidental Death Benefit, your accumulated Bonus Benefit will decrease by the same percentage as the decrease to your Accidental Death Benefit. For example, if your Accidental Death Benefit is \$50,000 and your

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accumulated Bonus Benefit is \$1,000, and you decrease your Accidental Death Benefit by 50% to \$25,000, your accumulated Bonus Benefit will decrease by 50% to \$500. Assuming your Accidental Death Benefit remains at \$25,000, we will add a Bonus Benefit of \$250 (1% of \$25,000) to your Accidental Death coverage annually on the anniversary of your Effective Date.

A Bonus Benefit will be awarded on your Spouse Insured Accidental Death coverage if purchased.

The maximum accumulated Bonus Benefit available to be added under this Policy and all other CIBC Life Insurance Company Limited Accidental Death coverages issued to any one Insured Person combined is limited to \$100,000.

The aggregate maximum Accidental Death Benefit and accumulated Bonus Benefit payable under this Policy and all other CIBC Life Insurance Company Limited Accidental Death coverages issued to any one Insured Person combined is limited to \$600,000.

All provisions regarding the payment of the Accidental Death Benefit as outlined in this Policy apply to the payment of the Bonus Benefit.

The Accidental Death Benefit payable on the life of the Insured is paid to the Beneficiary(ies) designated by the Insured as indicated on page 1 of this Policy. If there is more than one designated Beneficiary and a designated Beneficiary is not living on the date of death of the Insured, the deceased Beneficiary's benefit is paid to the surviving Beneficiary(ies).

If more than one Beneficiary is designated any benefit payable will be paid in accordance with the allocation percentages provided by the Insured to us (which must total 100%). If no allocation percentages are provided to us by the Insured, then payment will be made to the Beneficiaries in equal shares. If no Beneficiary is designated, or if no designated Beneficiary survives the Insured, then the benefit is paid to the Insured's estate. The Accidental Death Benefit payable on the life of the Spouse Insured is paid to the Insured if living, otherwise to the Insured's estate.

Subject to the restrictions mentioned in this Policy, you may choose one or more revocable or irrevocable Beneficiaries. You may change a revocable Beneficiary from time to time. A change of revocable Beneficiary may be made by notifying us in writing, in a form acceptable to us. If you wish to change your Beneficiary, please contact us and we will send you a Beneficiary change form. You must fully complete, sign and date the form and return it to us. Contact information is provided at the end of this Policy.

The change will take effect on the date the form is fully completed and signed, subject to any benefit having already been paid or other action taken by us before the change was received by us. The Beneficiary for a Spouse Insured may not be changed.

For residents of Quebec: If you choose a married or civil union Spouse as Beneficiary, the choice will be considered irrevocable unless you advise us at the time of application that you retain the right to change the Beneficiary in the future.

### **Accident Hospitalization Benefits:**

Subject to the limitations and exclusions outlined in this Policy, for each Accident Hospitalization we will pay the Daily Benefit Amount for each 24-hour period up to a maximum of 365 days provided that:

- for Accident Hospitalization in a Hospital in Canada, the Accident Hospitalization commences within 90 days of the date of the Accident that caused such Accident Hospitalization;
- for Accident Hospitalization in a Hospital outside of Canada the Accident Hospitalization commences immediately following the Accident which caused such Accident Hospitalization;
- the Accident Hospitalization is for a duration of at least 12 consecutive hours;
- the Accident Hospitalization occurs while coverage is in force; and
- the Insured Person is less than 75 years of age at the time of the Accident.

We will not pay a benefit if the Insured Person's Accident Hospitalization was in any way related to, directly or indirectly caused by or attributable to any of the exclusions listed in the section of this policy entitled "When will a benefit not be paid?"

If an Insured Person receives a Daily Benefit Amount under the Policy in respect of a period of Accident Hospitalization and if within 6 months after the date of being discharged from the Hospital, the Insured Person begins another period of Accident Hospitalization as a result of the same Accident that caused the earlier period of Accident Hospitalization, we will

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consider the subsequent period of Accident Hospitalization as a continuation of the earlier period of Accident Hospitalization.

If the Accident Hospitalization of an Insured Person is a result of multiple Accidental Bodily Injuries, then any Daily Benefit Amount payable will be paid as if the Accident Hospitalization was the result of only one Accidental Bodily Injury.

Accident Hospitalization benefits are payable to the Insured Person who has sustained the Accidental Bodily Injury, if living, otherwise to his or her estate. The Beneficiary for the Accident Hospitalization benefits cannot be changed.

If an Accident Hospitalization claim is approved, the Accident Hospitalization benefits begin from the first day of Accident Hospitalization for the Insured Person whose claim has been approved. Accident Hospitalization benefits end on the date the Insured Person who is receiving the Accident Hospitalization benefits:

- is no longer hospitalized; or
- is hospitalized for more than 365 days; or
- dies.

### **Misstatement of age**

If the age of an Insured Person has been misstated, the Insured Person's true age shall govern the eligibility, coverage, commencement and termination of the Insured Person's insurance under this Policy.

### **What is your premium payment?**

Your monthly premium is as shown on page 1 of this Policy. Your premium plus any applicable tax will be collected monthly from the bank account or credit card you authorized when you applied for coverage. The first premium is due on the Original Policy Effective Date, but it might not be collected for up to 15 days later. Subsequent premiums are due on the monthly coverage anniversary of the Original Policy Effective Date.

If your bank account or credit card information changes, you must notify us immediately. Failure to do so may result in premiums not being collected, and the termination of your coverage.

## When will a benefit not be paid?

### Exclusions

**No benefits will be payable if the Accidental Death or Accident Hospitalization of an Insured Person is in any way related, or directly or indirectly caused by or attributable to any one or more of the following:**

- Sickness, disease, natural causes (regardless of how acquired) or medical or surgical treatment;
- Suicide or any self-inflicted injury while sane, or while insane;
- Consumption or ingestion of any drugs unless prescribed by a Physician and taken as directed;
- Consumption or ingestion of alcohol alone or in combination with any drug, medication or sedative;
- Any poison or gas voluntarily taken, administered, absorbed or inhaled;
- Commission or attempted commission of an indictable offence by the Insured Person (including operating a vehicle while legally intoxicated);
- War, declared or undeclared, riot or civil commotion, insurrection or hostilities of any kind; or
- Flying (except as a passenger on a recognized commercial airline) or any form of airborne aerial activity.

In addition, no benefits will be paid under the Accident Hospitalization coverage where the Accident Hospitalization of an Insured Person:

- Is in any way related or directly or indirectly caused by or attributable to participation as a professional athlete in any athletic competition or demonstration; or
- Occurs while traveling outside of Canada longer than 60 days.

## How do you cancel coverage and your 30 day review period

The Insured can cancel any or all insurance coverage at any time by contacting us. Any spousal coverage will then also be cancelled. Contact information is provided at the end of this Policy. If the Insured cancels all coverage within 30 days of receiving written confirmation of coverage, we will promptly refund any premiums the Insured has paid and the Policy will have never been in force.

## Grace period and reinstatement

If the initial premium for this Policy is not received by us within 30 days of the Original Policy Effective Date, then all coverages are automatically treated as if they have never been in force.

After the initial premium for this Policy is paid, we allow a grace period of 35 days for premiums to be paid, after the date they are due. If a premium cannot be collected by the end of the grace period, the applicable coverage will terminate automatically at the end of the grace period. The grace period does not apply to the initial premium.

If, because of non-payment of a premium the applicable coverage lapses, you may reinstate it. Accidental Death or Accident Hospitalization resulting from an Accident suffered during the lapsed period will not be covered by the reinstated coverage.

Such coverage may be reinstated subject to all of the following conditions being satisfied:

- we must receive a written application for reinstatement from the former Insured within 30 days after the date that coverage under the Policy was terminated;
- we must receive evidence satisfactory to us of the ability of the former Insured to make future premium payments;
- we must receive an amount that is equal to all overdue premiums plus interest at a rate to be determined by us; and
- the former Insured must be eligible for coverage.

Reinstated insurance coverage becomes effective on the date all of the above conditions are met.

## How do you make a claim?

To make a claim, please write or call us using the information listed at the end of this Policy. Any benefit that is payable under the Policy will be paid by us within 60 days after we have received satisfactory proof of claim, or any earlier period required under applicable law.

## Policy assignment

The rights and interests of the Insured Persons under this Policy are not assignable or otherwise transferable.

## Changes

We may need to change the terms and conditions of this insurance and/or the amount that you pay each month for this insurance. Any or all of the terms and conditions of this Policy, including the amount you pay for this insurance, may be amended at any time by us.

We may also from time to time elect to change the insurer providing coverage under this Policy. This may occur by different means, including, but not limited to, by amending the Policy, by assumption reinsurance, or transfer or by replacing coverage under the current Policy with coverage under a new policy that is issued by a new insurer on substantially similar terms as this Policy. If any such change takes place, your application for this insurance will continue to apply to your new terms of insurance coverage and new insurer.

We will provide you with written notice at least 30 days before we change the terms and conditions of this insurance and / or increase the amount that you pay each month for this insurance. This notice (the "Notice") will disclose the date the change is to be effective, together with any changes to (i) the cost of insurance, (ii) the insurance benefits, or (iii) the other terms and conditions of insurance. Where such a change is effected, your then-current Policy and the Notice will together constitute the new policy. If the Notice directs you to make certain claims or certain categories of claims only against a particular insurer, you agree not to make any such claims against any other insurer.

## Payments

All payments made to us or by us under the Policy are payable in Canadian currency.

## Provisions regarding legal action

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for actions or proceedings governed by the laws of Alberta and British Columbia), The Insurance Act (for actions or proceedings governed by the laws of Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the Quebec Civil Code.

**This Policy shall be governed by and interpreted in accordance with the laws of the province or territory in which you are a resident.**

## Language

The parties request that the policy and all related documentation be drawn up in English. Les parties demandent que la présente police ainsi que toute documentation pertinente soient rédigées en anglais.

## Statutory conditions

### The Contract

The application, this policy, any document attached to this policy when issued, and any amendment to the contract agreed upon in writing after the policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

## Waiver

The insurer shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the insurer.

**This condition does not apply in Alberta, British Columbia or Manitoba.**

## Copy of Application

The insurer shall, upon request, furnish to the insured or to a claimant under the contract a copy of the application.

**This condition does not apply in Alberta, British Columbia or Manitoba.**

## Material Facts

No statement made by the insured or person insured at the time of application for this contract shall be used in defense of a claim under or to avoid this contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

## Notice and Proof of Claim

The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, shall,

- a) give written notice of claim to the insurer,
  - i) by delivery thereof, or by sending it by registered mail to the head office or chief agency of the insurer in the Province, or
  - ii) by delivery thereof to an authorized agent of the insurer in the Province,  
not later than thirty days from the date a claim arises under the contract on account of an accident, sickness or disability;
- b) within ninety days from the date a claim arises under the contract on account of an accident, sickness or disability, furnish to the insurer such proof as is reasonably possible in the circumstances of the happening of the accident or the commencement of the sickness or disability, and the loss occasioned thereby, the right of the claimant to receive payment, his or her age, and the age of the beneficiary if relevant; and
- c) if so required by the insurer, furnish a satisfactory Policy as to the cause or nature of the accident, sickness or disability for which claim may be made under the contract and as to the duration of such disability.

### *Failure to Give Notice or Proof*

Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the accident or the date a claim arises under the contract on account of sickness or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

**In Alberta, British Columbia and Manitoba only:** or in the case of the death of the person insured, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than one year after the date a court makes the declaration.

### *Insurer to Furnish Forms for Proof of Claim*

The insurer shall furnish forms for proof of claim within fifteen days after receiving notice of claim, but where the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.

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***Rights of Examination***

As a condition precedent to recovery of insurance money under the contract,

- a) the claimant shall afford to the insurer an opportunity to examine the person of the person insured when and so often as it reasonably requires while the claim hereunder is pending; and
- b) in the case of death of the person insured, the insurer may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

***When Money Payable***

All money payable under this contract shall be paid by the insurer within sixty days after it has received proof of claim.

***Limitation of actions***

An action or proceeding against the insurer for the recovery of a claim under this contract shall not be commenced more than two years after the date the insurance money became payable or would have become payable if it had been a valid claim.

**This statutory condition applies only in Northwest Territories, Nunavut and Yukon.**

An action or proceeding against the insurer for the recovery of a claim under this contract shall not be commenced more than one year after the date the insurance money became payable or would have become payable if it had been a valid claim.

**This statutory condition applies only in Newfoundland, New Brunswick, Nova Scotia and Prince Edward Island.**

For Québec residents, notwithstanding any other provisions herein contained, this contract is subject to the mandatory provisions of the Civil Code of Québec respecting contracts of accident and sickness insurance.

**Thank you and how to contact us**

We thank you for applying for the CIBC Accident Protection Plan. We look forward to providing you with excellent products and services in the future.

For further information about your coverage, or to make a claim, please write or call us at:

CIBC Life Insurance Company Limited  
P.O. Box 5760, Station F, 50 Charles Street East  
Toronto, Ontario  
M4Y 2T1

Toll-free across Canada at 1 888 393-1110  
Visit [cibcinsurance.com](http://cibcinsurance.com)