

INSURANCE CERTIFICATE

PURCHASE SECURITY & EXTENDED PROTECTION INSURANCE

Royal & Sun Alliance Insurance Company of Canada (referred to in this certificate as the "Company") provides the insurance for this certificate under Master Policy PSI033759392 (referred to in this certificate as the "Policy"). This certificate is not a contract of insurance and contains only a summary of the principal provisions of the Policy. A **Cardholder** or a claimant under the Policy may, on request to the Company, obtain a copy of the Policy, subject to certain access limitations permitted by applicable law. All benefits are subject in every respect to the Policy which alone constitutes the Agreement under which payments are made. This coverage may be cancelled, changed or modified at the option of **CIBC** at any time without notice. This certificate replaces any and all certificates previously issued to the **Cardholder** with respect to the Policy.

This certificate outlines what Purchase Security & Extended Protection Insurance is and what is covered along with the conditions under which a payment will be made. It also provides instructions on how to make a claim. Confirmation of coverage or any questions concerning the details contained herein, if in Canada or Continental U.S.A., including Hawaii, please call toll free at: **1-866-363-3338**. From all other locations, including Mexico, call collect to: **905-403-3338**.

1. DEFINITIONS

Throughout this certificate, all bold, capitalized terms have the meanings described below:

"**Card**" means a CIBC Tim Hortons® Double Double™ Visa™ Card

"**Cardholder**" means the Primary Cardholder or Authorized User, as defined in the **Card's** Cardholder Agreement.

"**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), for which the full **Purchase Price** is charged to the **Card**.

"**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.

"**Other Insurance**" means any and all policies of insurance or indemnity which provide additional coverage to a **Cardholder** for loss, theft or damage covered under this Policy and as further defined in Section 5 of this certificate.

"**Purchase Price**" means the actual cost of the **Insured Item**, including any applicable sales tax, as shown on the store receipt.

"**You**" and "**Your**" mean the **Cardholder**.

2. PURCHASE SECURITY

- a) **Coverage** – The Purchase Security feature automatically, without registration, protects most new items of personal property when the full **Purchase Price** is charged to the **Card** by insuring the item for ninety (90) days from purchase in the event of loss, theft or damage, anywhere in the world, if the item is not covered by **Other Insurance**. If the item is lost, stolen or damaged, it will be replaced, repaired, or the **Cardholder** will be reimbursed, at the discretion of the Company. Items the **Cardholder** gives as gifts are covered under Purchase Security subject to compliance with the terms and conditions of the Policy.
- b) **Excluded Items** – Purchase Security does not provide coverage for the following items: travellers' cheques, cash, tickets, and any other negotiable instruments, bullion, rare or precious coins, art objects, animals, living plants, services, any item purchased by and/or used for a business or commercial purpose, used and pre-owned items including antiques and demos, perishables such as food and liquor, ancillary costs incurred in respect of an **Insured Item** and not forming part of the **Purchase Price**; automobiles, motorboats, airplanes, and any other motorized vehicles, parts, accessories and labour thereof. Jewellery in baggage is covered only if hand carried by the **Cardholder** or by a person travelling with the **Cardholder** previously known to the **Cardholder**. Jewellery stolen from baggage not hand carried is not covered unless the **Cardholder's** baggage is stolen in its entirety; in which case, the loss is subject to a limitation of \$2,500 per incident.

3. EXTENDED PROTECTION INSURANCE

- a) **Coverage** – The Extended Protection Insurance feature automatically, without registration, provides **Cardholders** 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 in Canada, the United States or worldwide when the full **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 the Company within the first year after purchase of the item. Items the **Cardholder** gives as gifts are covered under Extended Protection Insurance subject to compliance with the terms and conditions of the Policy.
- b) **Excluded Items** – Extended Protection Insurance does not cover the following items and services: automobiles, motorboats, airplanes and other motorized vehicles, and parts and accessories thereof; services; dealer and assembler warranties, normal wear and tear, used and pre-owned items, including demos, normal course of play, negligence, misuse and abuse, inherent product defects, willful acts or omission and improper installation or alteration, ancillary costs, any product purchased by and/or used for a business or commercial purpose, and any repair or replacement that would not have been covered under the **Manufacturer's Warranty**.

4. ADDITIONAL TERMS, CONDITIONS AND RESTRICTIONS APPLICABLE TO PURCHASE SECURITY & EXTENDED PROTECTION INSURANCE

- a) **Limits of Liability** – There is a maximum total limit of liability per **Cardholder** of \$60,000 for claims under Purchase Security & Extended Protection Insurance in respect of all **CIBC** cards held by a **Cardholder**. The **Cardholder** is entitled to receive the lesser of: the cost of repairs; the actual cash value immediately prior to the loss; the **Purchase Price** of the **Insured Item**; or the **Cardholder's** credit limit as authorized by the Insured. Claims for **Insured Items** belonging to and purchased as a pair or set will be paid for at the full **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. The Company, at its sole option, may 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 the Policy.
- b) **Exclusions** – Losses resulting from fraud, abuse, hostilities of any kind (including war, invasion, rebellion, or insurrection), confiscation by authorities, risks of contraband, illegal activities, willful acts or omissions, normal wear and tear, normal course of play, flood, earthquake, radioactive contamination, inherent product defect, items consumed in use, or mysterious disappearance (used herein to mean disappearance in an unexplained manner marked by an absence of evidence of the wrongful act of another) are not covered under Purchase Security & Extended Protection Insurance nor are incidental and indirect damages including bodily injury, punitive or exemplary damages and legal expenses.

5. OTHER INSURANCE

The insurance extended by the Company is issued strictly as excess coverage and does not apply as contributing insurance. This Policy is not a substitute for **Other Insurance** and covers **Cardholders** only to the extent a permitted claim for an **Insured Item** exceeds the coverage of **Other Insurance**. This Policy also provides coverage for the amount of the deductible of **Other Insurance**. The coverage afforded by the Company takes effect only when the limits of the **Other Insurance** have been reached and paid to the **Cardholder** regardless of whether the **Other Insurance** contains provisions purporting to make the coverage of such **Other Insurance** non-contributory or excess.

6. SUBROGATION

As a condition to the payment of any claim to a **Cardholder** under the Policy, the **Cardholder** shall, upon request, transfer the damaged item to the Company and assign to the Company all legal rights which the covered person has against all other parties for the loss. The **Cardholder** shall give the Company all such assistance as the Company may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Company to bring suit in the name of the **Cardholder**.

7. BENEFITS TO CARDHOLDER ONLY

This protection shall insure only to the benefit of the **Cardholder**. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits. The **Cardholder** shall not assign these benefits without prior written approval of the Company. Permission is granted for the **Cardholder** to transfer benefits on gifts as provided in the program description and the Policy.

8. DUE DILIGENCE

The **Cardholder** shall use diligence and do all things reasonable to avoid or diminish any loss of, theft of or damage to property protected by Purchase Security & Extended Protection Insurance. The Company will not unreasonably apply this provision to avoid claims under the Policy. Where damage or loss is due to a malicious act, burglary, robbery, theft or attempt thereof, or is suspected to be so due, the **Cardholder** shall give immediate notice to the police or other authorities having jurisdiction. The Company will require evidence of such notice with the Loss Report prior to settlement to a claim.

9. FALSE CLAIM

If a **Cardholder** makes any claim knowing it to be false or fraudulent in any respect, such **Cardholder** shall no longer be entitled to the benefits of these protections nor to the payment of any claim made under the Policy.

10. 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 (or other applicable legislation) in the **Cardholder's** province of residence.

11. NOTICE OF LOSS/PROOF OF LOSS/PAYMENT OF CLAIMS

TO SUBMIT A CLAIM, PLEASE CALL:

If in Canada or Continental U.S.A., including Hawaii, please call toll free at: **1-866-363-3338**. From all other locations, including Mexico, call collect to: **905-403-3338**.

Notice of any such occurrence of loss, theft or damage of an **Insured Item** must be given within forty-five (45) days thereafter. A **Cardholder's** failure to give such notice within forty-five (45) days after the loss, theft or damage to the **Insured Item** may result in denial of the related claim. In the event that the **Cardholder** has homeowner's or tenant's insurance (primary insurance), the **Cardholder** must file with the insurer of that coverage in addition to filing with the Company. If the loss, theft or damage is not covered under the primary insurance, the **Cardholder** may be required to provide a letter from the primary insurer indicating so, and/or a copy of their policy. In addition, the **Cardholder** must, within ninety (90) days from the date of the loss, theft or damage, complete, sign and return the Company's Loss Report to the Company.

The **Cardholder** must provide details to substantiate the loss, theft or damage, together with original copies, not photocopies, of the **Cardholder's** 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 the **Cardholder** has **Other Insurance**, and any other information reasonably necessary to determine the **Cardholder's** eligibility for benefits hereunder.

If the item is lost, stolen or damaged the **Cardholder** may be required to replace the item and provide original copies of both receipts. Prior to proceeding with any repair services the **Cardholder** must obtain approval for the repair services and of the repair facility from the Company. At the Company's sole discretion, the **Cardholder** may be required to send at the **Cardholder's** expense and risk, the damaged item on which a claim is based to the address designated by the Company. The Company's payment made in good faith will discharge the Company to the extent of this claim.

YOUR PRIVACY ON THIS INSURANCE

Royal & Sun Alliance Insurance Company of Canada is committed to protecting **Your** privacy and the confidentiality of **Your** personal information. We will collect, use and disclose personal information for the purposes identified in **Our** Privacy Policy. To obtain more information, **You** can review our Privacy Policy online at www.rsagroup.ca or request a copy by calling 1-888-877-1710.

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Tim Hortons and Double Double are trademarks of The TDL Marks Corporation.

