INSURANCE CERTIFICATE
AUTO RENTAL COLLISION/LOSS DAMAGE 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 PSI018005873 (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 Auto Rental Collision/Loss Damage Insurance is and what is covered along with the conditions under which a payment will be made when You rent and operate a rental vehicle but do not accept the Collision Damage Waiver (CDW), Loss Damage Waiver (LDW in the U.S.), or their equivalent offered by a Rental Agency. It also provides instructions on how to make a claim. This certificate should be kept in a safe place and carried with You when You travel. 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.

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 Policy only covers theft, loss or damage to the rental vehicle as stipulated herein.

IMPORTANT – PLEASE READ THE ENTIRE CERTIFICATE CAREFULLY:
Check the rental vehicle carefully for scratches or dents before and after You rent the vehicle. Be sure to point out where the scratches or dents are located to a Rental Agency representative and have him or her note these on the appropriate form and retain a copy for Your records.

A Rental Agency has no obligation to explain Your Auto 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 the Company. Please confirm with the Company that Your rental vehicle has coverage under this Policy.

When the value of the rental vehicle, in its model year, is over the Manufacturer’s Suggested Retail Price (MSRP) of sixty-five thousand dollars ($65,000) Canadian excluding all taxes, at the place the rental agreement is signed or where the rental vehicle is picked up, no coverage will be provided under this Policy.

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

‘Actual Cash Value’ means what the vehicle 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 Company will consider the condition of the vehicle immediately before the damage occurred, the standard market resale value and normal life expectancy.

‘Car Sharing Program’ means a car rental club which gives its members 24 hour access to a fleet of cars parked in a convenient location.

‘Card’ means a CIBC U.S. Dollar Aventura® Gold Visa® Card.

‘Cardholder’ means the person whose name is embossed on the Card or who is authorized to use the Card in accordance with the Cardholder Agreement.

‘CIBC’ means Canadian Imperial Bank of Commerce.

‘Gross Vehicle Weight’ means the weight of the complete Mini-Van plus the maximum load that it has been designed to carry.
‘Insured’ means:
1. You the Cardholder, who presents himself (herself) in person at the Rental Agency, signs the rental contract, declines the Rental Agency’s CDW, LDW (in the U.S.) or its equivalent and takes possession of the rental vehicle and who complies with the terms of this Policy.
2. Any other person who drives the same rental vehicle with Your permission whether or not such person has been listed on the rental vehicle contract or has been identified to the Rental Agency at the time of making the rental, however, You and all drivers must otherwise qualify under and follow the terms of the rental contract and must be legally licensed and permitted to drive the rental vehicle under the laws of the jurisdiction in which the rental vehicle shall be used.

‘Loss of Use’ means the amount paid to a Rental Agency to compensate it when a rental vehicle is unavailable for rental while undergoing repairs for damage incurred during the rental period.

‘Mini-Van’ means a vehicle which is designed and made by an automobile manufacturer as a mini-van, which has a manufacturer’s list Gross Vehicle Weight of not more than 5,955 pounds or 2,680 kilograms. It is exclusively made to transport a maximum of eight (8) 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. It includes but is not limited to the following models: Ford Freestar, Chevrolet Astro, GMC Safari, Dodge Caravan, Honda Odyssey, Toyota Sienna, Nissan Quest.

‘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 entrance or departure ways 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.

‘Rental Agency’ means an auto rental agency licensed to rent vehicles and which provides a rental agreement. For greater certainty, throughout this certificate of insurance the term ‘rental agency’ refers to both traditional auto rental agencies and Car Sharing Programs.

‘Rental Agency’s CDW’ means an optional Collision Damage Waiver, Loss Damage Waiver (LDW in the U.S.) or similar coverage offered by car rental companies that relieves renters of financial responsibility if the car is damaged or stolen while under rental contract.

‘Tax-Free Car’ means a tax-free car package that provides tourists with a short-term (17 days to 6 months), tax-free vehicle lease agreement with a guaranteed buyback. The Auto Rental Collision/Loss Damage Insurance program will not provide coverage for tax-free cars.

‘You’ / ‘Your’ means the Insured.

PART II: TERMS OF COVERAGE

A. WHEN COVERAGE BEGINS

All coverage for eligible Cardholders will take effect at the time the Cardholder legally takes control of the rental vehicle.

B. WHEN COVERAGE ENDS

A Cardholder’s coverage will end at the earliest of the following:
1. The Rental Agency reassumes control of the rental vehicle;
2. The length of time You rent the same vehicle or vehicles 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 vehicle 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, coverage will not be provided from the first day of rental onwards, i.e. coverage will not be provided for either the first 48 consecutive days or any subsequent days;
3. Your Card is cancelled or card privileges are terminated;
4. This Policy is cancelled.

WARNING: Please note that Your responsibility for the Rental Agreement 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, so whenever possible please arrange to be present when the Rental Agency conducts their final inspection of the vehicle.
PART III: DESCRIPTION OF COVERAGE

Deductible: No deductible applies to this coverage.

Auto Rental Collision/Loss Damage 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 on a 24-hour basis unless precluded by law or the coverage is in violation of the terms of the rental contract in the jurisdiction in which it was formed (other than under Exclusions, Part 7 (a) (b) or (c)). This coverage applies only to the Insured’s personal and business use of the rental vehicle. There is no additional charge for the Auto Rental Collision/Loss Damage Insurance and the coverage compensates You or a Rental Agency for theft, loss and damage, up to the Actual Cash Value of the rental vehicle and valid Rental Agency Loss of Use charges when the conditions described below are met. The following conditions apply for coverage to be in effect:

1. You must initiate and complete the entire rental transaction with the same Card(s). The full cost, including taxes, of the rental must be charged to Your Card(s). Rental vehicles which are part of prepaid travel packages are also covered if all costs associated with the rental including incidentals and outstanding charges, are paid for using Your Card.

2. 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.

3. 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 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.

4. You are covered if points earned under Your Card (member points program) are used to pay for the rental. However, if only a partial payment is paid using the member points program, the entire additional payment of that rental must be paid for using Your Card in order to be covered;

5. Only You can rent the vehicle and decline the Rental Agency’s CDW, LDW (in the U.S.) or an equivalent coverage offering. Anyone other than the Cardholder doing so, would void coverage;

6. You are covered under Auto Rental Collision/Loss Damage Insurance program for any car, sport utility vehicle, and Mini-Van, in its model year, with a Manufacturer’s Suggested Retail Price (MSRP) under sixty-five thousand dollars ($65,000) Canadian, excluding all taxes, at the place the rental agreement is signed or where the rental vehicle is picked up, is covered with the exception of those listed and described in the exclusion section titled “The following vehicles are excluded from coverage under this Policy.”

7. You are covered when only one rental vehicle is rented at a time, i.e. if during the same period there is more than one vehicle rented by the Cardholder, only the first rental will be eligible for these benefits;

8. You must decline the Rental Agency’s CDW, LDW (in the U.S.) or similar coverage offered by the Rental Agency on the rental contract. If there is no space on the vehicle rental contract for You to indicate that You have declined the coverage, then indicate in writing on the contract “I decline the CDW provided by the Rental Agency.”

9. The length of time You rent the same vehicle or vehicles must not exceed 48 consecutive days, which includes instances where You are renting one vehicle immediately after the other. If the rental period exceeds 48 consecutive days, coverage will not be provided from the first day of rental onwards;

When a Cardholder does not have the option available to decline the Rental Agency’s CDW, LDW (in the U.S.) or similar provision, the Company 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 U.S.) or similar provision, purchased by the Cardholder. This shall not be construed to provide coverage where the Rental Agency is responsible by legislation or law for any damage to the vehicle.

EXCLUSIONS

This coverage does NOT include theft, loss and damage arising directly or indirectly from:

1. Third party liability;

2. Personal injury or damage to property, except the rental vehicle itself or its equipment;

3. Replacement vehicle for which an automobile insurance is covering all or part of the cost of the rental;

4. The operation of the rental vehicle at any time during the rental period where the Insured is driving while intoxicated or under the influence of any illegal or prescribed (if advised not to operate a vehicle) narcotic;

5. Any dishonest, fraudulent or criminal act committed by the Insured or at their direction;

6. Normal wear and tear, gradual deterioration, or mechanical or electrical breakdown or failure, inherent vice or damage, insects or vermin;
7. The operation of the rental vehicle in violation of the terms of the rental agreement except:
   a) The Insured as defined may operate the rental vehicle;
   b) The rental vehicle may be driven on publicly maintained gravel roads;
   c) The rental vehicle may be driven across provincial and state boundaries in Canada and the U.S. and
      between Canada and the U.S.

N.B. It must be noted that theft, loss and damage arising while the vehicle 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 will not be in force
and, as such, You must ensure that You are adequately insured privately for third party liability.

8. 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 vehicle;

9. The transportation of contraband or illegal trade;

10. 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;

11. The transportation of property or passengers for hire;

12. Nuclear reaction, nuclear radiation, or radioactive contamination;

13. Intentional damage to the rental vehicle by the Insured or at their direction;

14. The loss, damage or misplacement of vehicle entry devices including keys and remote control devices or
any related consequential loss, damage or expense.

The following vehicles are excluded from coverage under this Policy:

1. Any vehicle, in its model year, with a Manufacturer’s Suggested Retail Price (MSRP) over sixty-five
   thousand dollars ($65,000) Canadian, excluding all taxes, at the place the rental agreement is signed or
   where the rental vehicle is picked up;

2. Vans, cargo vans or mini cargo vans (other than Mini-Vans);

3. Trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck;

4. Limousines;

5. Off-Road Vehicles;

6. Motorcycles, mopeds or motor bikes;

7. Trailers, campers, recreational vehicles or vehicles not licensed for road use;

8. Vehicles towing or propelling trailers or any other object;

9. Mini-buses or buses;

10. Exotic vehicles, meaning vehicles such as but not limited to, Aston Martin, Bentley, Excalibur, Ferrari,
    Lamborghini, Lotus, Maserati, Porsche, Rolls Royce, Hummer, Lincoln Navigator, Ford SportTrac;

11. Any vehicle which is either wholly or in part hand made, hand finished or has a limited production of
    under 2,500 vehicles per year;

12. Antique vehicles, meaning a vehicle over twenty (20) years old or which has not been manufactured for
    ten (10) years or more;

13. Tax-Free Cars.

PART IV: IN THE EVENT OF AN ACCIDENT/THEFT

If the vehicle has sustained damage of any kind during Your rental, immediately phone: 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.

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 You will remain responsible
for the theft, loss and damage and that You may be contacted in the future to answer inquiries during
the claim process.
If You are making a claim, Your claim must be submitted with as much documentation as possible, as requested below, within 45 days of discovering the theft, loss and damage. You will need to provide all documentation within 90 days of the date of theft, loss and damage to the claims administrator at the address provided below.

Required documentation may be faxed to, if in Canada or Continental U.S.A., including Hawaii, please fax toll free at: 1 866 228-8308. From all other locations, including Mexico, fax collect to: 905 403-2290. Original documentation may also be required in some instances.

The following claim documentation is required:

- Your CIBC statement(s) if requested;
- Your CIBC sales draft showing that the rental was paid in full with the Card, or the CIBC sales draft showing the balance of charges for the rental if a points program was used to pay for part of the rental;
- 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;
- A copy of Your billing or pre-billing statement if any repair charges were billed to Your account.

Forward this documentation to:

Royal & Sun Alliance Insurance Company of Canada
Auto Rental Collision/Loss Damage
Claims Management Services
2225 Erin Mills Parkway, Suite 1000
Mississauga, Ontario L5K 2S9

Once You report theft, loss or damage, a claim file will be opened and will remain open for six (6) months from the date of the theft, loss or damage.

Under normal circumstances, the claim will be paid within 15 business days after all necessary documentation has been received by the claims administrator.

If the claim cannot be assessed on the basis of the information that has been provided, it will be closed. Payment will only be made on a claim or any part of a claim that is completely substantiated as required by the claims administrator within six (6) months of the date of theft, loss and damage.

After the Company has paid Your claim, Your rights and recoveries will be transferred to the Company to the extent of the Company’s payment for the theft, loss and damage incurred when the rental vehicle was Your responsibility. This means the Company will then be entitled, at its own expense, to sue in Your name.

If the Company chooses to sue another party in Your name, You must give the Company all the assistance the Company may reasonably require to secure its rights and remedies. This may include providing Your signature on all necessary documents that enable the Company to sue in Your name.

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.

The Company is a member of the RSA Group whose principal insurance company in the United Kingdom is required to comply with economic, financial and trade sanctions (“Sanctions”) imposed by the European Union and the United Kingdom and the parties acknowledge that the Company intends to adhere to the same standard.

The Company shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this policy which would breach Sanctions imposed under the laws of Canada; or would breach Sanctions imposed by the European Union or the United Kingdom if provided under an insurance contract issued by an insurer in the United Kingdom.

You should use due diligence and do all things necessary to avoid or reduce any theft, loss and damage to property protected by this Auto Rental Collision/Loss Damage Insurance.

If You make a claim knowing it to be false or fraudulent in any respect, You will not be entitled to the benefits of this protection, nor to the payment of any claim made under this Policy.
Royal & Sun Alliance Insurance Company of Canada (herein called the “Company”) certifies that the persons described below (herein individually called the “Insured Person”) are insured against a Loss specified in the Schedule of Accidental Losses, resulting directly and independently of all other causes from Accidental Bodily Injury which arises within the Scope of Coverage, and is suffered by an Insured Person while Master Policy PSI 033769023 (herein called the “Policy”) is in force, to the extent set forth in the Policy, subject to all of its privileges and provisions. 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. This is not a contract of insurance. 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 Common Carrier Accident 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.

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

‘Accidental Bodily Injury’ means bodily injury which is sustained by an Insured Person as a direct result of an unintended, unanticipated event, provided such event is external to the body and occurs while the Insured Person’s insurance under the Policy is in force.

‘Card’ means a CIBC U.S. Dollar Aventura® Gold Visa® Card.

‘Cardholder’ means the person in whose name CIBC opens a Card account and who is the primary cardholder, as defined in the Cardholder Agreement.

‘CIBC’ means Canadian Imperial Bank of Commerce.

‘Common Carrier’ means any land, water, or air conveyance operated under a license for the transportation of Passengers for hire and for which a Ticket has been obtained. Common carrier does not include any conveyance that is hired or used for a sport, gamesmanship, contest, cruise and/or recreational activity, regardless of whether such conveyance is licensed.

‘Dependent Children’ means any unmarried child of the Cardholder or their Spouse who is, at the date of purchase of Your Ticket, dependent on You for support and is:

   a) Under 21 years of age;

   b) A full-time student who is under 25 years of age;

   c) Of any age with a permanent physical impairment or a permanent mental deficiency.

‘Insured Person’ means Cardholder, Spouse and Dependent Children whether travelling together or not, when the Full Fare is charged to the Cardholder’s Card account. An Authorized User, as defined in the Cardholder Agreement, who is not the Cardholder’s Spouse or Dependent Children is not covered.

‘Full Fare’ means at least seventy-five percent (75%) of the Common Carrier Ticket price on offer, which was charged to Your Card. Full fare is extended to include a Common Carrier Ticket obtained through the redemption of points from the Card travel reward program.

‘Loss’ and ‘Losses’ means a loss:

1. Of hand or foot, means complete severance through or above the wrist or ankle joint;

2. Of arm or leg, means complete severance through or above the elbow or the knee joint;

3. Of thumb and index finger, means complete severance through or above the first (I) phalange;

4. Of sight of one eye, means the total and irrecoverable loss of sight of an eye, such that corrected visual acuity must be 20/200 st or less;

5. Of speech, means the complete and irrecoverable loss of the ability to utter intelligible sounds;

6. Of hearing, means permanent loss of hearing in both ears, with an auditory threshold of more than ninety (90) decibels in each ear;

7. Related to quadriplegia, paraplegia and hemiplegia, means the complete and irreversible paralysis of such described limbs; or

8. Of use, means the total and irrevocable loss of use provided it is continuous and is determined to be permanent by a physician approved by the Company.
‘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.

‘Spouse’ means the person the Cardholder is legally married to or a partner the Cardholder has lived with for a minimum of twelve (12) consecutive months and who is publicly presented as his/her spouse.

‘Ticket’ means a form of documentation in which the Full 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 Full Fare has been pre-paid with the Card and clearly identified as an inherent part of such travel itinerary package Full Fare.

‘You’ and ‘Your’ mean the Insured Person.

SCOPE OF COVERAGE
Subject to the terms of the Policy, a covered accident is all those to which the Insured Person may be exposed while:

1. Riding as a Passenger in, on, boarding or alighting from a Common Carrier for which the Full Fare was charged to the Cardholder’s Card;
2. Travelling as a Passenger in, on, boarding or alighting from a Common Carrier 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;
3. In the terminal, station, pier or airport prior to or after boarding or alighting from a Common Carrier.

DESCRIPTION OF BENEFITS
If Accidental Bodily Injury, directly and independently of all other causes, results in any of the following Losses within three hundred and sixty-five (365) days after the date of a covered accident, as described in the Scope of Coverage, the Company will pay a benefit for the Loss based on the applicable amount from the following table:

SCHEDULE OF ACCIDENTAL LOSSES

<table>
<thead>
<tr>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss of life</td>
<td>$100,000</td>
</tr>
<tr>
<td>Quadruplegia (both upper and lower limbs)</td>
<td>$100,000</td>
</tr>
<tr>
<td>Paraplegia (both lower limbs)</td>
<td>$100,000</td>
</tr>
<tr>
<td>Hemiplegia (upper and lower limbs of one side of body)</td>
<td>$100,000</td>
</tr>
<tr>
<td>Loss of speech</td>
<td>$100,000</td>
</tr>
<tr>
<td>Loss of hearing</td>
<td>$100,000</td>
</tr>
<tr>
<td>Loss or loss of use of one arm or one leg</td>
<td>$75,000</td>
</tr>
<tr>
<td>Loss or loss of use of one hand or one foot</td>
<td>$50,000</td>
</tr>
<tr>
<td>Loss of sight of one eye</td>
<td>$50,000</td>
</tr>
<tr>
<td>Loss or loss of use of thumb and index finger of the same hand</td>
<td>$25,000</td>
</tr>
</tbody>
</table>

The maximum indemnity payable to an Insured Person resulting from one (1) accident, regardless of the number of Losses, is limited to one hundred thousand dollars ($100,000).

EXPOSURE AND DISAPPEARANCE
Unavoidable exposure to the elements will be covered as any other Loss, provided such exposure is sustained within the Scope of Coverage. The Insured Person will be presumed to have suffered accidental Loss of life if the Insured Person’s body is not found within one (1) year after the disappearance, stranding, sinking or wrecking of any Common Carrier onboard which the Insured Person was riding at the time of the accident, subject to all other terms of the Policy.

EXCLUSIONS
The Policy does not cover Loss caused by or resulting from any of the following:

1. Intentional self-inflicted injuries;
2. Suicide or attempted suicide;
3. Sickness, disease, medical conditions and bacterial infection of any kind;
4. Any act of declared or undeclared war;
5. Commission or attempted commission of a criminal offence by the Insured Person;
6. Riding onboard a Common Carrier with a status other than Passenger;
7. Use of drug and/or alcohol if such use caused or contributed to the accident.
INDIVIDUAL TERMINATION OF INSURANCE

The insurance coverage of any Insured Person shall terminate on the earliest of the following:

a) When the Insured Person has alighted from a Common Carrier and has departed from the terminal, station, pier or airport;

b) The date the Policy is terminated;

c) The date such Insured Person's Card is cancelled or his/her Card privileges are terminated.

GENERAL PROVISIONS

CURRENCY

All sums payable under this certificate shall be in the legal currency of Canada.

SANCTIONS

The Company is a member of the RSA Group whose principal insurance company in the United Kingdom is required to comply with economic, financial and trade sanctions ("Sanctions") imposed by the European Union and the United Kingdom and the parties acknowledge that the Company intends to adhere to the same standard.

The Company shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this policy which would breach Sanctions imposed under the laws of Canada; or would breach Sanctions imposed by the European Union or the United Kingdom if provided under an insurance contract issued by an insurer in the United Kingdom.

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.

When the Company is told of a claim, they will provide the claimant forms for filing proof of Loss.

Notice of claim must be given to the Company as soon as reasonably possible. Where possible, written notice should be given to the Company within ninety (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.

Benefits payable under the Policy for any Loss will be paid upon receipt of due proof of Loss.

BENEFICIARY

This policy contains a provision removing or restricting the right of the insured to designate persons to whom or for whose benefit insurance money is to be payable. Benefit payable in the event of the loss of life of a Cardholder will be payable to the estate of the Cardholder. All other benefits will be payable to the Cardholder.

PHYSICAL EXAMINATION AND AUTOPSY

The Company, at its expense, has the right to have the Insured Person examined as often as reasonably necessary while a claim is pending. It may also conduct an autopsy unless prohibited by law.

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 British Columbia, Alberta and 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.
Royal & Sun Alliance Insurance Company of Canada (referred to in this certificate as the “Company”) provides the insurance for this certificate under Master Policy PSIO33759392 (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 and 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 U.S. Dollar Aventura® Gold 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.

‘We’ and ‘Our’ refer to Royal & Sun Alliance Insurance Company of Canada.

“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 AND 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 and 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 and 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 and 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 thereat, 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. SANCTIONS
The Company is a member of the RSA Group whose principal insurance company in the United Kingdom is required to comply with economic, financial and trade sanctions (“Sanctions”) imposed by the European Union and the United Kingdom and the parties acknowledge that the Company intends to adhere to the same standard.

The Company shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this policy which would breach Sanctions imposed under the laws of Canada; or would breach Sanctions imposed by the European Union or the United Kingdom if provided under an insurance contract issued by an insurer in the United Kingdom.

12. 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.

IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION
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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