

CIBC Costco^{®†} Business Mastercard[®]

CERTIFICATES OF INSURANCE

Effective Date: June 1, 2023

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Toronto, Ontario
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1 866 363-3338
905 403-3338
cibccentre.rsagroup.ca

These insurance products are underwritten by Royal & Sun Alliance Insurance Company of Canada.

SUMMARY OF BENEFITS

The information below summarizes your insurance coverage under the CIBC Costco Business Mastercard. Coverage is subject to the terms and conditions in the certificates that follow. Refer to the certificates for complete benefit details. All amounts indicated are in Canadian currency, unless indicated otherwise.

COVERAGE	LIMITS
<p>PURCHASE SECURITY & EXTENDED WARRANTY INSURANCE</p> <p>This insurance:</p> <ol style="list-style-type: none"> provides coverage for certain items charged to your card, if such items are lost, stolen, or damaged; and automatically doubles the original manufacturer's warranty of a covered item charged to your card, up to one additional year. 	<ul style="list-style-type: none"> Purchase Security: Up to 90 days from date of purchase Extended Warranty: Up to one additional year following the expiry of the original manufacturer's warranty
<p>MOBILE DEVICE INSURANCE</p> <p>Provides coverage for mobile devices that are lost, stolen or accidentally damaged when:</p> <ol style="list-style-type: none"> the full purchase price is charged to your card; or any required up-front payment is charged to your card and the balance of the purchase price is financed with your card through a Canadian wireless service provider's installment plan; or the full purchase price is financed with your card through a Canadian wireless service provider's installment plan. 	<ul style="list-style-type: none"> Up to \$1,000 per occurrence, per insured person

PURCHASE SECURITY & EXTENDED WARRANTY INSURANCE CERTIFICATE OF INSURANCE

Throughout this certificate, words in *italics* have specific meanings which can be found in SECTION 9 – DEFINITIONS.

SECTION 1 – INTRODUCTION

Purchase Security & Extended Warranty Insurance:

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

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

Royal & Sun Alliance Insurance Company of Canada (*Insurer*) provides the insurance for this certificate under Master Policy **PSI033759392** (the *Policy*), issued to Canadian Imperial Bank of Commerce (*CIBC*). This certificate is not a contract of insurance and contains only a summary of the principal provisions of the *Policy*. All benefits are subject in every respect to the *Policy*, under which coverage is provided and payments are made. In the event of any conflict, the *Policy* shall govern, subject to any applicable law to the contrary. A *cardholder* or a claimant under the *Policy* may, on request to the *Insurer*, obtain a copy of the *Policy*, subject to certain access limitations permitted by applicable law.

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

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

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

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

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

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

SECTION 3 - IMPORTANT NOTICE - PLEASE READ CAREFULLY

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

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

1. PURCHASE SECURITY

- a) **Coverage** - Purchase Security automatically, without registration, protects most *insured items* when at least a portion of the *purchase price* is charged to the *card* by insuring the item for 90 days from the date of purchase in the event of loss, theft or physical damage, anywhere in the world, if the item is not covered by *other insurance*. If the item is lost, stolen or damaged, it will be replaced, repaired, or the *cardholder* will be reimbursed the portion of the *insured item* that was charged on the *card*, at the discretion of the *Insurer*. Items the *cardholder* gives as gifts are covered under Purchase Security subject to compliance with the terms and conditions of the *Policy*. The *cardholder* is entitled to receive the lesser of: the cost of repairs; the actual cash value of the *insured item* immediately prior to the loss; or the portion of the *purchase price* of the *insured item* charged on the *card*.
- b) **Excluded Items** - Purchase Security does not provide coverage for the following items: travellers' cheques, any type of currency, cash, tickets, and any other *negotiable instruments*, bullion, rare or precious coins, art objects, animals, living plants, services, refurbished items (except by the manufacturer), used and pre-owned items including antiques and demos, perishables and consumables 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 occurrence.

2. EXTENDED WARRANTY

- a) **Coverage** - Extended Warranty 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 anywhere in the world when at least a portion of the *purchase price* is charged to the *card* and the original *manufacturer's warranty* is honoured in Canada or the United States. Valid warranties over five years can be covered if registered with the *Insurer* within the first year after purchase of the item. Items the *cardholder* gives as gifts are covered under Extended Warranty, subject to compliance with the terms and conditions of the *Policy*.
- b) **Excluded Items** - Extended Warranty 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, refurbished items (except by the manufacturer), used and pre-owned items, including demos, normal course of play, negligence, misuse and abuse, willful acts or omissions and improper installation or alteration, ancillary costs and any repair or replacement that would not have been covered under the *manufacturer's warranty*.

SECTION 5 - CONDITIONS THAT MAY LIMIT YOUR COVERAGE

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

- 1. Limits of Liability.** There is a maximum total limit of liability per *cardholder* of \$60,000 for claims under this insurance in respect of all *CIBC* cards held by a *cardholder*. The *cardholder* is entitled to receive the lesser of: the cost of repairs; the actual cash value of the *insured item* immediately prior to the loss; or the portion of the *purchase price* of the *insured item* charged to the *card*. Claims for *insured items* belonging to and purchased as a pair or set will be paid for at the portion charged on the *card* of the *purchase price* of the pair or set providing that the parts of the pair or set are unusable individually and cannot be replaced individually. Where parts of a pair or set are usable individually, liability will be limited to payment equal to a proportionate part of the *purchase price* that the number of lost, stolen or damaged parts bear to the number of parts in the complete pair or set. The *Insurer*, 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*.
- 2. Benefits Limited to Incurred Expenses.** The total benefits paid to *you* from all sources cannot exceed the actual expenses which *you* have incurred.
- 3. Sanctions.** The *Insurer* shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this certificate which would breach economic, financial, or trade sanctions imposed under the laws of Canada, the European Union, the United Kingdom or any other applicable jurisdiction.

SECTION 6 - WHAT ARE YOU NOT COVERED FOR?

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, inherent product defect, items consumed in use, or mysterious disappearance (means when the item in question cannot be located, and the circumstances of its disappearance cannot be explained or do not lend themselves to a reasonable conclusion that a theft occurred) are not covered under this insurance nor are incidental and indirect damages including bodily injury, punitive or exemplary damages and legal expenses.

SECTION 7 - HOW DO YOU MAKE A CLAIM?

To submit a claim:

- If in Canada or the United States, call toll free at: **1 866 363-3338**.
- From anywhere else in the world, call collect to: **+ 905 403-3338**.
- During *your* call, *you* will be given all the information required to file a claim.
- Notice of any occurrence of loss, theft or damage of an *insured item* must be given within 45 days thereafter. A *cardholder's* failure to give such notice within 45 days after the loss, theft or damage to the *insured item* may result in denial of the related claim. In the event that 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 *Insurer*. 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 90 days from the date of the loss, theft or damage, complete, sign and return the *Insurer's* Loss Report to the *Insurer*.
- 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 *Insurer*. At the *Insurer'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 *Insurer*. The *Insurer's* payment made in good faith with respect to a claim will discharge the *Insurer* to the extent of the claim.
- **All pertinent documents should be sent to:**

Royal & Sun Alliance Insurance Company of Canada
Purchase Security & Extended Warranty
Claims Management Services
2 Prologis Blvd., Suite 100
Mississauga, Ontario L5W 0G8

SECTION 8 – WHAT ELSE DO YOU NEED TO KNOW?

1. **Canadian Currency.** Any claims paid to *you* will be payable in Canadian funds. If *you* have paid a covered expense, *you* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made to *you*. No sum payable shall bear interest.
2. **Benefits to Cardholder Only.** This insurance is only for 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 *Insurer*. Permission is granted for the *cardholder* to transfer benefits on gifts as provided in this certificate and the *Policy*.
3. **Other Insurance.** The insurance extended by the *Insurer* is issued strictly as excess coverage and does not apply as contributing insurance. The *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*. The *Policy* also provides coverage for the amount of the deductible of *other insurance*. The coverage afforded by the *Insurer* 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.
4. **Misrepresentation and Non-Disclosure.** Any information that has been misrepresented or misstated to *us* by *you* or is incomplete may result in this certificate and *your* insurance coverage being null and void, in which case no benefits will be paid.
5. **Applicable Law.** The terms of this coverage are governed and interpreted according to the laws of the Province of Ontario.
6. **Material Facts.** No statements or representations made by employees of *CIBC*, or employees or agents of the *Insurer* can vary the terms of this coverage.
7. **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 this insurance. The *Insurer* will not unreasonably apply this provision to avoid claims under the *Policy*. Where damage or loss is due (or suspected to be due) to a malicious act, burglary, robbery, theft or attempt thereof, the *cardholder* shall give immediate notice to the police or other authorities having jurisdiction. The *Insurer* will require evidence of such notice with the Loss Report prior to settlement of a claim.
8. **Limitation Periods.** 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), Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.

SECTION 9 - DEFINITIONS

Throughout this certificate, **italicized terms** have the specific meaning described below:

card means a CIBC Costco Business Mastercard issued in Canada by CIBC.

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

Cardholder Agreement means the CIBC Business Cardholder Agreement (Personal Liability) that applies to and governs *your card*.

CIBC means Canadian Imperial Bank of Commerce.

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

insured item means a new item (a pair or set being one item) of movable property, for which at least a portion of the *purchase price* is charged to the *card*.

Insurer means Royal & Sun Alliance Insurance Company of Canada.

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

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

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

Policy means Master Policy **PSI033759392** issued to CIBC.

purchase price means the actual cost of the *insured items*, including any applicable sales tax, as shown on the store receipt and where at least a portion of the cost is charged to the *cardholder's card*. This includes any charges paid through the redemption of cash back earned under the *card* Cash Back Rewards Program or the Costco Executive Rewards Program. Any charges incurred using other payment sources will not be covered under this insurance.

us means the *Insurer*.

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

MOBILE DEVICE INSURANCE CERTIFICATE OF INSURANCE

Throughout this certificate, words in *italics* have specific meanings which can be found in SECTION 10 – DEFINITIONS.

SECTION 1 – INTRODUCTION

Mobile Device Insurance provides coverage for *mobile devices* that are lost, stolen or *accidentally damaged* when:

1. the full *purchase price* is charged to *your card*; or
2. any required up-front payment is charged to *your card* and the balance of the *purchase price* is financed with *your card* through a Canadian wireless service provider's installment plan; or
3. the full *purchase price* is financed with *your card* through a Canadian wireless service provider's installment plan.

This certificate outlines what is covered along with the conditions under which a payment will be made.

It also provides instructions on how to make a claim. For confirmation of coverage or for any questions concerning the information in this certificate, call toll free **1 866 363-3338** (if in Canada or the United States) or call collect **+ 905 403-3338** (from anywhere else in the world).

Royal & Sun Alliance Insurance Company of Canada (*Insurer*) provides the insurance for this certificate under Master Policy **PSIO54390507** (the *Policy*), issued to Canadian Imperial Bank of Commerce (*CIBC*). This certificate is not a contract of insurance and contains only a summary of the principal provisions of the *Policy*. All benefits are subject in every respect to the *Policy*, under which coverage is provided and payments are made. In the event of any conflict, the *Policy* shall govern, subject to any applicable law to the contrary. A *cardholder* or a claimant under the *Policy* may, on request to the *Insurer*, obtain a copy of the *Policy*, subject to certain access limitations permitted by applicable law.

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

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

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

IF YOUR MOBILE DEVICE IS LOST, STOLEN OR ACCIDENTALLY DAMAGED, IMMEDIATELY CALL US:

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

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

SECTION 3 – IMPORTANT NOTICE – PLEASE READ CAREFULLY

- It is important that *you* read this certificate and understand *your* coverage as *your* coverage may be subject to certain limitations or exclusions.
- The insurance coverage outlined in this certificate is available for *mobile devices* purchased on or after the *effective date* defined in SECTION 10 – Definitions.
- Coverage is available when:
 - the full *purchase price* is charged to *your card*, or
 - any required up-front payment is charged to *your card* and the balance of the *purchase price* is financed with *your card* through a Canadian wireless service provider's installment plan; or
 - the full *purchase price* is financed with *your card* through a Canadian wireless service provider's installment plan.
- Coverage is only available if *you* are a resident of Canada.
- **This certificate contains clauses which may limit the amounts payable.**

SECTION 4 – WHEN DOES COVERAGE BEGIN AND END?

If you charge the full purchase price to your card:

Coverage **begins** on the 91st day following the date of purchase of *your mobile device* (in order to avoid overlap with the 90 day coverage available to *you* under *your* certificate for Purchase Security & Extended Warranty Insurance).

Coverage **ends** on the earlier of:

- a) two years from the date of purchase of *your mobile device*; or
- b) the date *your mobile device* is no longer activated with a Canadian wireless service provider, if the *mobile device* is equipped with cellular data technology; or
- c) the date the *cardholder's card* account is no longer in *good standing*; or
- d) the date the *Policy* is terminated.

If you finance all or any portion of the purchase price with your card through a Canadian wireless service provider's installment plan:

Coverage **begins** on the date the first transaction related to the *mobile device* is charged to *your CIBC credit card* account.

Coverage **ends** on the earlier of:

- a) two years from the date the first transaction related to the *mobile device* is charged to *your CIBC credit card* account; or
- b) the date *your* monthly wireless bill payment for *your* Canadian wireless service provider's installment plan was not charged to *your card*.

Exception: Once the *purchase price* has been fully paid under *your* Canadian wireless service provider's installment plan, this reason for coverage ending is no longer applicable; or

- c) the date the *cardholder's card* account is no longer in *good standing*; or
- d) the date the *Policy* is terminated.

SECTION 5 - WHAT ARE YOU COVERED FOR AND WHAT ARE YOUR BENEFITS?

A - COVERAGE

Mobile Device Insurance provides coverage in the event *your mobile device* is lost, stolen or *accidentally damaged*, anywhere in the world. Coverage is available for *mobile devices* purchased on or after the *effective date*, if:

1. you charge the full *purchase price of your mobile device* to your *card* (which includes any charges that are paid for through the redemption of points from the *card reward program*) and you activate *your mobile device* with a Canadian wireless service provider, if the *mobile device* is equipped with cellular data technology; or
2. you charge the portion of the *purchase price of your mobile device* that is required to be paid up-front to your *card*, and finance the balance of the *purchase price* through a Canadian wireless service provider's installment plan and charge all your installment plan bill payments to your *card* for the entire duration of your contract with the Canadian wireless service provider; or
3. you finance the full *purchase price of your mobile device* with your *card* through a Canadian wireless service provider's installment plan and you charge all your installment plan bill payments to your *card* for the entire duration of your contract with the Canadian wireless service provider.

B - BENEFITS

Subject to the terms and conditions of this certificate:

1. If *your mobile device* is **lost or stolen**, you will be reimbursed the replacement cost, not exceeding the depreciated value* of *your mobile device* at the date of loss, less a 10% deductible, to a maximum of \$1,000 per occurrence, per *insured person*.
2. If *your mobile device* is **accidentally damaged**, you will be reimbursed the lesser of its repair or replacement cost not exceeding the depreciated value* of *your mobile device* at the date of loss, less a 10% deductible, to a maximum of \$1,000 per occurrence, per *insured person*.

* **The depreciated value of your mobile device at the date of loss is equal to the purchase price less the depreciation cost. Depreciation cost is equal to two percent of the purchase price multiplied by the number of completed months from the date of purchase.**

Example:

You purchase a *mobile device* for a *purchase price* of \$900 on March 1st. You file a claim on January 21st of the following year. Upon approval of your claim, the maximum reimbursement amount will be calculated as follows:

<i>Purchase price</i>	\$900
Less depreciation cost - \$180 ($\$900 \times 2\% \times 10$ months)	
Depreciated value	\$720
Less deductible	- \$ 72 ($\$720 \times 10\%$)
Reimbursement	\$648

In the event *your mobile device* is **lost or stolen** and, upon approval of *your claim*, the replacement cost is \$900, including applicable taxes, the maximum reimbursement available will be \$648. If the replacement cost is \$500, including applicable taxes, the maximum reimbursement available will be \$500. In the event *your mobile device* is **accidentally damaged** and, upon approval of *your claim*, the total repair cost is \$200, including applicable taxes, the maximum reimbursement will be \$200.

C - EXCLUDED ITEMS

The following items are excluded from coverage under this certificate:

1. Accessories for *your mobile device*, whether purchased separately or contained in the original manufacturer's package; and
2. Laptop computers; and
3. Batteries; and
4. *Mobile devices* purchased for resale; and
5. Used, previously owned, or refurbished (except by the manufacturer) *mobile devices*; and
6. *Mobile devices* that have been modified from their original state; and
7. *Mobile devices* being shipped, until received and accepted by *you* in new and undamaged condition; and
8. *Mobile devices* stolen from baggage unless such baggage is hand carried under the personal supervision of the *cardholder* or such *cardholder's* travelling companion with the *cardholder's* knowledge.

SECTION 6 - CONDITIONS THAT MAY LIMIT YOUR COVERAGE

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

1. **Limitations.** This insurance does not replace the manufacturer's warranty or warranty obligations; however, this insurance provides certain benefits for which the manufacturer may not provide coverage. Parts and services covered by the manufacturer's warranty and warranty obligations are the responsibility of the manufacturer only.

This insurance is in excess of any other applicable valid insurance, indemnity, warranty or protection available to *you* in respect of the item(s) subject to the claim. If *you* have one or more card(s) provided by CIBC which provide Mobile Device Insurance, the maximum number of claims under all such cards is limited to one claim in any 12 consecutive month period and two claims in any 48 consecutive month period.

2. **Sanctions.** The *Insurer* shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this certificate which would breach economic, financial, or trade sanctions imposed under the laws of Canada, the European Union, the United Kingdom or any other applicable jurisdiction.

SECTION 7 - WHAT ARE YOU NOT COVERED FOR?

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

1. Fraud, misuse or lack of care, improper installation, mechanical breakdown, hostilities of any kind (including war, invasion, rebellion or insurrection), confiscation by authorities, risks of contraband, illegal activities, normal wear or tear, flood, earthquake, mysterious disappearance (means when the *mobile device* in question cannot be located, and the circumstances of its disappearance cannot be explained or do not lend themselves to a reasonable conclusion that a theft occurred), or inherent product defects; and
2. Power surges, artificially generated electrical currents or electrical irregularities; and
3. Any occurrence that results in catastrophic damage beyond repair, such as the *mobile device* separating into multiple pieces; and
4. Cosmetic damage that does not affect functionality; and
5. Software, wireless service provider or network issues; and
6. Theft or intentional or criminal acts by the *cardholder* or, to the extent permitted by applicable law, *family member*; or
7. Incidental and consequential damages including bodily injury, loss of use, property, punitive and exemplary damages and legal fees.

SECTION 8 - HOW DO YOU MAKE A CLAIM?

To submit a claim:

- If in Canada or the United States, call toll free at: **1 866 363-3338**.
- From anywhere else in the world, call collect to: **+ 905 403-3338**.
- During *your call*, *you* will be given all the information required to file a claim.
- In the event of loss or theft, *you* must notify *your wireless provider* to suspend *your wireless services* within 48 hours of the date of loss. In the event of theft, *you* must also notify the police within seven days of the date of loss.
- If *you* are making a claim, *you* must call immediately after learning of a loss, or an occurrence which may lead to a loss covered under the *Policy*, but in no event later than 14 days from the date of loss and PRIOR to proceeding with any action or repairs/replacements.
- If *you* submit a claim for a *mobile device* that has been *accidentally damaged*, *you* must obtain a written estimate of the cost to repair *your mobile device* by a repair facility authorized by the original *mobile device* manufacturer.
- **When making a claim, you will be required to submit a completed claim form containing the time, place, cause and amount of loss. We may require that supporting documentation such as the following be provided:**
 - The original sales receipt detailing the cost, date and description of purchase;
 - The date and time *you* notified *your wireless service provider* of loss or theft;
 - A copy of the original manufacturer's warranty (for *accidentally damaged* claims);
 - A copy of the written repair estimate (for *accidentally damaged* claims);
 - If *you* charged the full *purchase price* of *your mobile device* to *your card*, the *card* statement showing the charge;

- If all or any portion of the *purchase price of your mobile device* was financed through a Canadian wireless service provider's installment plan, proof of wireless installment bill payments charged to the *card* for up to 12 consecutive months immediately preceding the date of loss and details indicating the cost of the *mobile device* and amount that has been paid; and
- A police report, 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.

All pertinent documents should be sent to:

Royal & Sun Alliance Insurance Company of Canada
Mobile Device Insurance
Claims Management Services
2 Prologis Blvd., Suite 100
Mississauga, Ontario L5W 0G8

- At the sole discretion of the *Insurer*, you may be required to send, at *your own expense*, the damaged item on which a claim is based to the *Insurer* in order to support *your* claim. Prior to proceeding with any repair services or replacement of the *mobile device*, you must obtain the *Insurer's* approval in order to ensure eligibility for payment of *your* claim.
- The *Insurer* may request, at its sole discretion, that you repair or replace the *mobile device*. You must charge the cost of the repair or replacement to *your card*. A replacement *mobile device* must be of the same make and model as the original *mobile device*, or in the event the same make and model is not available, of like kind and quality with comparable features and functionality as the original *mobile device*.
- **Notice of Claim:** Notice of claim must be given to the *Insurer* as soon as reasonably possible. Where possible, written notice should be given to the *Insurer* within 90 days after the occurrence of any loss. Such notice given by or on behalf of the *insured person* must provide particulars sufficient to identify the *cardholder*.
- **Payment of Claims:** Benefits payable under the *Policy* for any loss will be paid upon receipt of proof of loss.

SECTION 9 - WHAT ELSE DO YOU NEED TO KNOW?

1. **Canadian Currency.** Any claims paid to *you* will be payable in Canadian funds. If *you* have paid a covered expense, *you* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made to *you*. No sum payable shall bear interest.
2. **Benefits to Cardholder Only.** This insurance is for the benefit of the *cardholder* only. 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 *Insurer*. Permission is granted for the *cardholder* to transfer benefits on gifts as provided in this certificate and the *Policy*.
3. **Other Insurance.** This insurance is strictly excess coverage and does not apply as contributing insurance. The *Policy* is not a substitute for *other insurance* and covers *cardholders* only to the extent a permitted claim for an insured *mobile device* exceeds the coverage of *other insurance*. The *Policy* also provides coverage for the amount of the deductible of *other insurance*. The coverage afforded by the *Insurer* 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.
4. **Misrepresentation and Non-Disclosure.** Any information that has been misrepresented or misstated to *us* by *you* or is incomplete may result in this certificate and *your* insurance coverage being null and void, in which case no benefits will be paid.

5. **Applicable Law.** The terms of this coverage are governed and interpreted according to the laws of the Province of Ontario.
6. **Material Facts.** No statements or representations made by employees of CIBC, or employees or agents of the *Insurer* can vary the terms of this coverage.
7. **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 this insurance. The *Insurer* will not unreasonably apply this provision to avoid claims under the *Policy*. Where damage or loss is due (or suspected to be due) to a malicious act, burglary, robbery, theft or attempt thereof, the *cardholder* shall give immediate notice to the police or other authorities having jurisdiction. The *Insurer* will require evidence of such notice with the loss report prior to settlement of a claim.
8. **Subrogation.** If *you* incur expenses due to the fault of a third party, *you* assign to *us* the right to take action against the party at fault in *your* name. This will require *your* full cooperation with *us* and we will pay for all of the related expenses.
9. **Limitation Periods.** 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), Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.

SECTION 10 - DEFINITIONS

Throughout this certificate, italicized terms have the specific meaning described below:

accidentally damaged means *your mobile device* has been damaged by an unexpected and unintentional external event, such as drops, cracks and spills that occur during normal daily usage of the *mobile device* as the manufacturer intended.

card means a CIBC Costco Business Mastercard issued in Canada by CIBC.

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

Cardholder Agreement means the CIBC Business Cardholder Agreement (Personal Liability) that applies to and governs *your card*.

CIBC means Canadian Imperial Bank of Commerce.

effective date means the effective date shown on page 1 of *your* Certificates of Insurance.

family member means *your* spouse, mother, father, step-parent, in-law, daughter, son, step-child, sister, brother, step sibling, grandparent, grandchild, aunt, uncle, niece, or nephew.

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

Insurer means Royal & Sun Alliance Insurance Company of Canada.

mobile device means a new portable computing device such as a cell phone, smartphone or tablet, which has Internet-based and/or wireless communication capabilities.

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 the *Policy*.

Policy means Master Policy **PSI054390507** issued to CIBC.

purchase price means the full cost of the *mobile device* including any applicable sales tax, as shown on the sales receipt and less any in-store credit or certificate issued to *you* by a retailer or a Canadian wireless service provider when *you* trade-in an old *mobile device*, and costs or fees associated with the purchase of the *mobile device*, such as insurance premiums, customs duty, delivery charges and transportation costs or other similar costs or fees. The purchase price includes any charges paid through the redemption of cash back earned under the *card* Cash Back Rewards Program or the Costco Executive Rewards Program.

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

you, your and **insured person** mean the *cardholder*.

IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

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