



Simplii Financial™ Cash Back Visa* Card CERTIFICATE OF INSURANCE

Effective Date: October 20, 2018

Royal & Sun Alliance Insurance Company of Canada
18 York Street, Suite 800
Toronto, Ontario
M5J 2T8

This insurance product is underwritten by Royal & Sun Alliance Insurance Company of Canada.

IMPORTANT: Please read this certificate carefully and keep it in a safe place.

SUMMARY OF BENEFITS

The information below summarizes your insurance coverage under the Simplii Financial Cash Back Visa Card. Coverage is subject to the terms and conditions in the certificate that follows. Refer to the certificate for complete benefit details. All amounts indicated are in Canadian currency, unless indicated otherwise.

COVERAGE

PURCHASE SECURITY & EXTENDED PROTECTION INSURANCE

This 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.

LIMITS

- **Purchase Security:** Up to 90 days from date of purchase
- **Extended Protection:** Up to one additional year following the expiry of the original manufacturer's warranty

PURCHASE SECURITY & EXTENDED PROTECTION 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 Protection 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* of personal property 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: items purchased by or for use by a business for commercial purpose, inherent product defects, 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 PROTECTION

- a. **Coverage** - Extended Protection 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 Protection, subject to compliance with the terms and conditions of the *Policy*.
- b. **Excluded Items** - Extended Protection 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, 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*.

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 Simplii Financial 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* 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 *Insurer* intends to adhere to the same standard. 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 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.

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 article of personal property 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 Protection
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 Simplii Financial Cash Back Visa Card issued in Canada by Simplii Financial.

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

Cardholder Agreement means the Simplii Financial Credit Card Agreement 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 personal property (not purchased by or for use by a business or for commercial purposes), 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 to the *card* that are paid for through the redemption of points from the *card* reward 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*.

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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