



# Certificate of Insurance – Creditor Insurance for CIBC Personal Lines of Credit

13002 – 2020/09

Note: This is an important document. Please keep it in a safe place.

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## Introduction

This Certificate sets out the terms of the Creditor Insurance coverage on your Personal Line of Credit (PLC). This Insurance is subject to the terms and conditions in the Application, this Certificate and the Group Insurance Policy.

Insurance is provided under the Group Insurance Policy, issued by The Canada Life Assurance Company ("Canada Life") to Canadian Imperial Bank of Commerce ("CIBC"), as group policyholder, and is administered by Canada Life and CIBC.

Certain capitalized terms used in this document are defined in the "Definition section" at the end of this Certificate.

## Who can apply

To be eligible for Insurance you must be:

- approved for the PLC;
- age 18 or over and under age 65 at the time CIBC receives your Application;
- a borrower, co-borrower or guarantor of the PLC; and
- a resident of Canada, which is any person who:
  - has lived in Canada for a total of 183 days or more within the last year (days do not need to be consecutive); or
  - is a member of the Canadian Armed Forces.

A maximum of two eligible people can be insured on the PLC.

In addition:

### For Life Insurance:

- you must have no more than three life-insured personal lines of credit under the Group Insurance Policy, including the insurance in this Application.

### For Disability Insurance:

- you must have no more than three disability-insured personal lines of credit under the Group Insurance Policy, including the insurance in this Application;
- you must NOT be receiving disability benefits from any source; and
- you must be gainfully employed and be able to perform, for at least 25 hours per week, your regular duties of your principal occupation or your duties as a Seasonal Worker;
  - the term occupation includes being an employee, a contractual worker, or a self-employed worker and in the case of a Seasonal Worker, such person must have worked for at least one previous season.

## When your Insurance begins

*Credit Limit of \$150,000 or less*

If your Credit Limit is \$150,000 or less and you apply for Insurance, your Creditor Insurance begins on the later of:

- ii) the day your PLC is approved by CIBC; or
- iii) the day CIBC receives your signed and completed Application.

You do not have to answer health questions when your Credit Limit is \$150,000 or less.

If your Credit Limit is increased, your Insurance coverage will be automatically increased up to the lesser of your new Credit Limit or \$150,000.

If your Credit Limit is increased above \$150,000 and you wish to insure your PLC balance in excess of \$150,000, you must complete a new Application, in which you will be required to answer health questions. Your insurance coverage for the PLC balance in excess of \$150,000 begins on the day Canada Life advises you in writing that it has approved coverage for the excess amount. If coverage for the excess amount is not approved, Canada Life will send you a notice of decline. However, coverage for the PLC balance of \$150,000 or less will remain in force.

#### *Credit Limit greater than \$150,000*

If your Credit Limit is greater than \$150,000 and you apply for Insurance, your Creditor Insurance on the PLC balance up to \$150,000 begins on the later of:

- i) the day your PLC is approved by CIBC; or
- ii) the day CIBC receives your signed and completed Application.

Your insurance coverage for the PLC balance in excess of \$150,000 begins on the day Canada Life advises you in writing that it has approved your insurance coverage for the excess amount. You will be required to answer health questions. If your additional insurance coverage is not approved, Canada Life will send you a notice of decline. However, insurance coverage for the PLC balance of \$150,000 or less will remain in force.

## **When your Insurance ends**

Your Insurance ends automatically on the earliest of the following dates:

- the date of your death;
- your 70<sup>th</sup> birthday;
- the date CIBC receives your request to cancel your Insurance;
- the date you are no longer a borrower, a co-borrower or a guarantor of the PLC;
- the date your PLC is closed;
- the date CIBC makes a demand on or withdraws your PLC;
- the date your insurance premium payments are in arrears for 90 consecutive days;
  - for Disability Insurance you will be given a minimum of 15 days' prior notice in writing, before your insurance is cancelled for nonpayment of premiums; or
- the date CIBC and Canada Life terminate the Group Insurance Policy.

If your insurance ends because your insurance premiums are in arrears for 90 consecutive days, and you wish to reapply for coverage, you must complete a new Application.

## **Personal Line of Credit Life Insurance**

This section only applies to you if you are enrolled for Life Insurance.

### **Description of the Life Insurance benefit**

If you die, provided the terms and conditions of this Certificate are satisfied, Canada Life will pay the Life Insurance benefit to CIBC to be applied to your PLC. The Life Insurance benefit will be applied to your PLC in the same order and priority as your PLC payments under the terms of your PLC Account Agreement.

**The benefit paid may be based on an amount that is less than the amount owing on your PLC.** The amount of the Life Insurance benefit is the lowest of:

- i) the end-of-day balance owing to CIBC on your PLC on the date of your death;
- ii) the Credit Limit on the date of your death;
- iii) if Canada Life sent you a letter informing you about the Life Insurance coverage limit, the limit in effect on the date of your death;
- iv) the **Capped Life Benefit Amount** (see below); or
- v) \$300,000.

The **Capped Life Benefit Amount** only applies if your death is caused by or contributed to by a condition or health problem and you received Medical Treatment for the condition or health problem after you first applied for Life Insurance and in the 12 months before your death.

The **Capped Life Benefit Amount** is the highest end of day balance of the PLC owing to CIBC in the 12 months preceding the date you first received Medical Treatment.

Your estate is responsible for payments on your PLC until the claim is approved. Any payments made after the date of death that are covered by this Life Insurance will be reimbursed once the claim is approved.

The maximum Life Insurance benefit payable for all your PLCs insured under the Group Insurance Policy is \$750,000.

### What your Life Insurance costs

Your Life Insurance premium is calculated and accumulated daily. If you have a balance on any day, there will be a premium payable for that day. Your premium is calculated by multiplying your PLC insured outstanding balance by the premium rate applicable to you in the table below. Your age on the first day of the month in which the premium is calculated is used to determine your premium rate.

The premium rate is multiplied by your PLC insured outstanding balance, which is the lowest of:

- i) the end-of-day balance of your PLC;
- ii) the Credit Limit;
- iii) the Life Insurance coverage limit Canada Life communicated to you by letter (if applicable); or
- iv) \$300,000.

The accumulated daily insurance premiums, plus any applicable taxes, are charged to your PLC on the PLC billing date.

### Approximate\* monthly premium rate per \$1,000 of the end-of-day insured outstanding balance of your PLC owing to CIBC:

Age Group	18-30	31-35	36-40	41-45	46-50	51-55	56-60	61-64	65-69
Life Insurance Single Coverage	\$0.25	\$0.25	\$0.28	\$0.40	\$0.53	\$0.69	\$0.95	\$1.45	\$2.25
Life Insurance Joint Coverage	\$0.41	\$0.41	\$0.46	\$0.66	\$0.87	\$1.14	\$1.57	\$2.39	\$3.71

\* The monthly premium will vary depending on the number of days in the month. The table is based on a year with 365 days spread over 12 equal months. The premium for the billing period is calculated by adding the daily premiums for every day in the billing period and then rounding off to the nearest penny.

Life Insurance premium rates are subject to change. You will be provided with at least 30 days prior notice of a change to your premium as a result of a premium rate change in the Group Insurance Policy.

If two people are insured on the PLC and both are approved for the same maximum insurance coverage, the Life Insurance Joint Coverage premium rate is based on the age of the older person.

If two people are insured on the PLC and each person has been approved for a different insurance coverage amount, the Life Insurance Joint Coverage premium rate is based on the age of the older person for the Life Insurance coverage amount that is common to both people. The Life Insurance premium for the additional insurance coverage amount is based on the age of the person insured (using the Life Insurance Single Coverage rate) for such additional coverage.

### Sample Premium Calculation

Single Coverage calculation:

You are age 42. Your PLC balance is \$50,000. Your Life Insurance premium for one day is calculated as follows:  $\{\$0.40 \text{ (Single Coverage rate based on age 42)} \times 12 \text{ months} \div 365 \text{ days}\} \times \{\$50,000 \text{ insured balance} \div \$1,000\}$  equals \$0.658. If your balance remained at \$50,000 for the entire 30 day billing period the monthly premium would be the \$0.658 daily rate multiplied by 30 days, which is \$19.74.

Joint Coverage calculation when insureds have the same insurance coverage amount:

You are age 42; the other person is 40. Your PLC balance is \$50,000. Your Life Insurance premium for one day for both Insured Persons is calculated as follows:  $\{\$0.66 \text{ (Joint Coverage rate based on age 42)} \times 12 \text{ months} \div 365 \text{ days}\} \times \{\$50,000 \text{ insured balance} \div \$1,000\}$  equals \$1.085. If your balance remained at \$50,000 for the entire 30 day billing period the monthly premium would be \$1.085 daily rate multiplied by 30 days, which is \$32.55.

Joint Coverage calculation when insureds have a different insurance coverage amount:

You are age 42 and approved for a maximum insurance coverage of \$150,000; the other person is 40 and approved for a maximum insurance coverage of \$300,000. Your PLC balance is \$200,000. Your Life Insurance premium for one day for both Insured Persons is calculated as follows:  $\{\$0.66 \text{ (Joint Coverage rate based on age 42)} \times 12 \text{ months} \div 365 \text{ days}\} \times \{\$150,000 \text{ common insured balance} \div \$1,000\}$  plus  $\{\$0.28 \text{ (Single Coverage rate based on age 40)} \times 12 \text{ months} \div 365 \text{ days}\} \times \{\$50,000 \text{ additional insured balance} \div \$1,000\}$  equals \$3.714. If your balance remained at \$200,000 for the entire 30 day billing period the monthly premium would be \$3.714 daily rate multiplied by 30 days, which is \$111.42.

## Personal Line of Credit Disability Insurance

This section only applies to you if you are enrolled for Disability Insurance.

### Definition of Disability / Disabled

The terms “Disability” and “Disabled” mean that you are completely unable, due to sickness or injury, to perform:

- a) the regular duties of your full-time occupation in which you were engaged immediately prior to becoming Disabled;
- b) the essential duties of your principal occupation, if you are a Seasonal Worker; or
- c) the regular duties of your full-time occupation prior to retirement, going on parental leave, or becoming unemployed, if you are retired, on parental leave, or unemployed, respectively.

### Description of the Disability Insurance benefit

If you become Disabled, provided the terms and conditions of this Certificate are satisfied, Canada Life will pay the Disability Insurance benefit to CIBC to be applied to your PLC for the duration of the claim period. The Disability Insurance benefit will be applied to your PLC in the same order and priority as your PLC payments under the terms of your PLC Account Agreement.

**The benefit paid may be based on an amount that is less than the amount owing on your PLC.** The monthly Disability Insurance benefit is 3% of the maximum benefit per claim. The maximum benefit per claim is the lowest of:

- i) the end-of-day balance owing to CIBC on your PLC on the date you first become Disabled;
- ii) the Credit Limit on the date you first become Disabled;
- iii) if Canada Life sent you a letter informing you about the Disability Insurance limit, the limit in effect on the date you first became Disabled;
- iv) the **Capped Disability Benefit Amount** (see below); or
- v) \$200,000.

The **Capped Disability Benefit Amount** only applies if you become Disabled from a condition or health problem and you received Medical Treatment for the condition or health problem after you first applied for Disability Insurance and in the 12 months before your Disability occurred.

The **Capped Disability Benefit Amount** is the highest end of day balance of your PLC owing to CIBC in the 12 months preceding the date you first received Medical Treatment.

The Disability Insurance benefit will be pro-rated if a benefit is payable for a portion of the monthly PLC billing period.

### **When your Disability Insurance benefits begin**

Benefit payments begin on the first scheduled payment that occurs after the Waiting Period. The Waiting Period is the first 60 days following your Date of Disability. You are responsible for payments on the PLC during the Waiting Period and until your claim is approved. The payments made by you during the Waiting Period will not be reimbursed to you if your claim is approved.

For any regular PLC payments made by you after the Waiting Period that are covered by Disability Insurance, the insured portion of such payments will be reimbursed once the claim is approved.

### **Maximum Disability Insurance benefit**

The maximum monthly benefit amount is \$6,000 per incident of Disability for each disability-insured CIBC Personal Line of Credit for a maximum payment period of 24 months.

If two people with Disability Insurance on the same PLC are Disabled at the same time, Disability benefits will only be paid for one person at a time during any one Disability Insurance claim period.

If one of these persons is no longer eligible for Disability benefits, the other person's Disability benefit would become payable (no new Waiting Period would apply) provided they are Disabled and the other terms and conditions of this Certificate are satisfied.

You may only make one Disability Insurance claim at a time, and no additional Disability Insurance benefits will be paid resulting from any additional Disability that arises during the Disability Insurance claim period. All sicknesses or injuries, that result in your Disability as of the date you first become Disabled, or during the Disability Insurance claim period, are considered to result in only one Disability Insurance claim under this Certificate. This means that while you are Disabled, and during the Disability Insurance claim period, no further claims will be accepted for Disability arising from related or unrelated causes.

## Recurrence of Disability

If the same Disability recurs within 21 consecutive days of recovery or your return to work, and lasts a minimum of seven consecutive days:

- i) the Disability will be treated as a continuation of your previous claim;
- ii) no benefits will be payable for the period you worked or for your recovery period; and
- iii) your benefit payments will begin again after you have provided satisfactory proof to Canada Life of the recurrence of your Disability.

In the above case, no new 24 month payment period begins. The months both before and after the recurrence of the Disability in which payments are made will count towards the maximum payment period of 24 months.

## When your Disability Insurance benefits end

Your Disability Insurance benefit payments will automatically end on the earliest of:

- the date of your 70<sup>th</sup> birthday;
- the date you have received your maximum approved disability benefit amount;
- the date 24 months of Disability Insurance benefit payments for a Disability have been paid;
- the date your Disability ends, or you are able to return to work;
- the date you do not provide satisfactory proof of continuing Disability to Canada Life,
- the date you refuse to undergo a medical examination by a Physician or other health care practitioner selected by Canada Life;
- the date you are not under the regular care of a Physician approved by Canada Life;
- the date your Insurance ends other than due to CIBC or Canada Life terminating the Group Insurance Policy;
- the date your PLC is closed; or
- the date of your death.

## What your Disability Insurance costs

Your Disability Insurance premium is calculated and accumulated daily. If you have a balance on any day, there will be a premium payable for that day. Your premium is calculated by multiplying your PLC insured outstanding balance by the premium rate applicable to you in the table below. Your age on the first day of the month in which the premium is calculated is used to determine your premium rate.

The premium rate is multiplied by your PLC insured outstanding balance, which is the lowest of:

- i) the end-of-day balance of your PLC;
- ii) the Credit Limit;
- iii) the Disability Insurance limit Canada Life communicated to you by letter (if applicable); or
- iv) \$200,000.

The accumulated daily insurance premiums, plus any applicable taxes, are charged to the PLC on the PLC billing date.

**Approximate\* monthly premium rate per \$1000 of the end-of-day insured outstanding balance of the PLC owing to CIBC:**

<b>Age Group</b>	<b>18 - 40</b>	<b>41 - 55</b>	<b>56 - 69</b>
Disability Insurance Single Coverage	\$0.87	\$1.19	\$2.50
Disability Insurance Joint Coverage	\$1.52	\$2.08	\$4.38

\*The monthly premium will vary depending on the number of days in the month. The table is based on a year with 365 days spread over 12 equal months. The premium for the billing period is calculated by adding the daily premiums for every day in the billing period and then rounding off to the nearest penny.

If you have Life Insurance and Disability Insurance, your Disability Insurance premiums will be reduced by 10%.

Disability Insurance premium rates are subject to change. You will be provided with at least 30 days prior notice of a change to your premium as a result of a premium rate change in the Group Insurance Policy.

If two persons are insured on the PLC and both are approved for the same maximum insurance coverage, the Disability Insurance premium rate is based on the age of the older person.

If two persons are insured on the PLC and each person has been approved for a different insurance coverage amount, the Disability Insurance premium rate is based on the age of the older person for the coverage amount that is common to both people. The Disability Insurance premium for the additional coverage amount is based on the age of the person insured for such additional coverage.

### **Sample premium calculation**

Single Coverage calculation:

You are age 42. Your PLC balance is \$50,000. Your Disability Insurance premium for one day is calculated as follows:  $\{\$1.19 \text{ (Single Coverage rate based on age 42)} \times 12 \text{ months} \div 365 \text{ days}\} \times \{\$50,000 \text{ insured balance} \div \$1,000\}$  equals \$1.956. If your balance remained at \$50,000 for the entire 30 day billing period the monthly premium would be the \$1.956 daily rate multiplied by 30 days, which is \$58.68.

If you have Life Insurance and Disability Insurance coverage, the Disability Insurance premiums are reduced by 10%. In this example, the monthly Disability Insurance premiums will be reduced to \$58.68 times (1 minus 10 divided by 100) equals \$52.81.

Joint Coverage calculation when insureds have the same insurance coverage amount:

You are age 42; the other Insured Person is 40. Your PLC balance is \$50,000. Your Disability Insurance premium for one day for both Insured Persons is calculated as follows:  $\{\$2.08 \text{ (Joint Coverage rate based on age 42)} \times 12 \text{ months} \div 365 \text{ days}\} \times \{\$50,000 \text{ divided by } \$1,000\}$  equals \$3.419. If your balance remained at \$50,000 for the entire 30 day billing period the monthly premium would be the \$3.419 daily rate multiplied by 30 days, which is \$102.58.

If you have Life Insurance and Disability Insurance coverage, the Disability Insurance premiums are reduced by 10%. In this example, the monthly Disability Insurance premiums will be reduced to \$102.58 times (1 minus 10 divided by 100) equals \$92.32.

Joint Coverage calculation when insureds have a different insurance coverage amount:

You are age 42 and approved for a maximum insurance coverage of \$150,000; the other person is 40 and approved for a maximum insurance coverage of \$200,000. Your PLC balance is \$200,000. Your Disability Insurance premium for one day for both Insured Persons is calculated as follows:  $\{\$2.08 \text{ (Joint Coverage rate based on age 42)} \times 12 \text{ months} \div 365 \text{ days}\} \times \{\$150,000 \text{ common insured balance} \div \$1,000\}$  plus  $\{\$0.87 \text{ (Single Coverage rate based on age 40)} \times 12 \text{ months} \div 365 \text{ days}\} \times \{\$50,000 \text{ additional insured balance} \div \$1,000\}$  equals \$11.958. If your balance remained at \$200,000 for the entire 30 day billing period the monthly premium would be \$11.958 daily rate multiplied by 30 days, which is \$358.74.

## When an Insurance benefit will not be paid

An Insurance benefit will not be paid if:

- you gave false or incomplete information or a false declaration on the Application or to any subsequent request for information, and Canada Life determines based on the correct or complete information that you would not have qualified for this Insurance. In this case, your insurance coverage will be void and will be considered never to have been in force;
- the insurance is not in force on the date of death or Date of Disability;
- you have misstated your age on your Application, and your true age would have made you ineligible for this Insurance. In this case, Canada Life's liability will be limited to a refund of premiums paid; or
- **the insurance coverage approved by Canada Life is \$150,000 or less and you die or become Disabled within 12 months after the date you first apply for Insurance from a condition or health problem for which you received Medical Treatment in the 12 months immediately preceding the date you first applied for Insurance (this is the "pre-existing condition exclusion" provision).**

In addition:

A **Life Insurance** benefit will not be paid if your death results:

- from self-inflicted injury, within two years from the date your insurance begins;
- from events directly or indirectly related to, arising from, following your participation or attempted participation in, caused by or contributed to by, or associated with:
  - i) your use of any drug, poisonous substance, intoxicant (other than alcohol) or narcotic unless taken according to the instructions of your Physician;
  - ii) your operation of any motorized vehicle or watercraft while your ability to do so is impaired by drugs or alcohol, or with blood alcohol concentration in excess of legal limits in the jurisdiction where the operation occurred; or
  - iii) your commission or attempted commission of a criminal offence.

A **Disability Insurance** benefit will not be paid if:

- you return to work for wages or profit during the Waiting Period;
- you return to work for wages or profit after the Waiting Period and before the first scheduled benefit payment;
- you are not completely unable to perform your regular duties of your full-time occupation or you are not completely unable to perform the essential duties of your principal occupation if you are a Seasonal Worker;
- you do not provide satisfactory proof of your Disability to Canada Life;
- you do not stop working due to your Disability;
- you are not under the regular care of a Physician or other health care practitioner approved by Canada Life;
- you refuse to undergo a medical examination by a Physician at the request of Canada Life;
- your claim is as the result of a pregnancy, unless the pregnancy is defined as high-risk by your attending Physician, and a medical condition resulting from the pregnancy caused your Disability;
- your Disability results from intentional self-inflicted injury;
- your Disability results from elective cosmetic or experimental surgery or treatment; or

- your Disability results from events directly or indirectly related to, arising from, following your participation or attempted participation in, caused by or contributed to by, or associated with:
  - i) your use of any drug, poisonous substance, intoxicant (other than alcohol) or narcotic unless taken according to instructions of your Physician, or unless you are participating in a rehabilitation program approved by Canada Life that starts during the Waiting Period;
  - ii) alcohol abuse, unless you are participating in a rehabilitation program approved by Canada Life that starts during your Disability Insurance Claim Waiting Period;
  - iii) your operation of any motorized vehicle or watercraft while your ability to do so is impaired by drugs or alcohol, or with blood alcohol concentration in excess of legal limits in the jurisdiction where the operation occurred; or
  - iv) your commission or attempted commission of a criminal offence.

## Additional information about your Insurance

### How to cancel your insurance coverage

This Insurance is optional. You may cancel your insurance coverage at any time by:

- calling CIBC Creditor Helpline at [1 800 465-6020](tel:18004656020);
- completing a cancellation form at a CIBC banking centre; or
- sending a letter to your CIBC banking centre requesting cancellation. This letter must specify the PLC Number, the names of the Insured Persons and the insurance that they want to cancel.

**Your insurance coverage includes a review period of 30 days from the date you receive your Certificate.** If you cancel your coverage during this review period, you will receive a full refund of any premiums paid and the coverage will be deemed to have never been in force. If you cancel at any time after the review period, no refund will be provided.

### How you make a claim

Insurance claim forms are available from any CIBC banking centre, by visiting [cibc.com](http://cibc.com) or by calling [1 800 465-6020](tel:18004656020). We recommend that you make a claim as soon as possible following an insured event.

**For a Life Insurance claim:** Notice and proof of claim must be made to Canada Life within: **one (1) year** from the date of death; or **three (3) years** in Quebec otherwise the claim will not be payable.

**For a Disability Insurance claim:** Notice and proof of claim must be made to Canada Life within: **120 days** from the Date of Disability otherwise the claim will not be payable.

Canada Life may request you to undergo a medical examination by a Physician, when, and as often as they may reasonably require, in order to adjudicate a claim or determine the continuance of a claim. Any costs that may be incurred to obtain evidence for a claim are your responsibility.

You are responsible for all your regularly scheduled PLC payments during your Waiting Period and until your Claim is approved by Canada Life. Should your Claim not be approved by Canada Life, you continue to be responsible for your regularly scheduled PLC payments.

### Overpayment of claim amounts

If Canada Life discovers or determines that it has paid one or more insurance benefit(s) to CIBC regarding your PLC for which you were not entitled, CIBC will refund Canada Life an amount equal to those payments and add that amount back to your PLC owing to CIBC.

## **Other things you should know about your Insurance**

All premiums and benefits payable under the Group Insurance Policy are in Canadian dollars.

You cannot choose a beneficiary or assign this Certificate.

You have a right to examine and obtain a copy of the Group Insurance Policy by sending a request in writing to Canada Life at the address listed in this Certificate (see below for Canada Life's address).

## **Canada Life Complaints Process**

To obtain information about how to make a complaint or about Canada Life's complaints handling process, please call the Canada Life Contact Centre at 1 800 380-4572.

## **Provisions regarding legal action**

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

## **Protecting your personal information**

Canada Life establishes a confidential file that contains your personal information. This file is kept at Canada Life or at the offices of service providers authorized by Canada Life. You may exercise certain rights of access to and corrections of the personal information in your file by sending a request in writing to Canada Life (see below for Canada Life's address).

Canada Life may use service providers located within or outside Canada.

A copy of the Application and Certificate may be provided to all other guarantors or borrowers of the PLC in order to satisfy regulatory obligations. You authorize CIBC and Canada Life to disclose this information. CIBC and Canada Life may also advise these persons of the approval or decline of the Application and if your insurance is cancelled or otherwise ends. CIBC and Canada Life are not obligated to make this disclosure.

Canada Life limits access to your personal information. Access is limited to Canada Life or persons authorized by Canada Life who require it to perform their duties or services, to persons to whom you have granted access, and to persons authorized or permitted by law.

Your personal information may be disclosed where required by law. This includes where required by foreign laws applicable to our service providers located outside Canada. Personal information that we collect will be used and disclosed for the purposes of determining your eligibility for coverage, processing your Application, administering the insurance product and as set out in Canada Life's Privacy Policy. This includes investigating and assessing claims, and creating and maintaining records concerning our relationship. Canada Life may collect information from and share information with CIBC and other third parties (excluding sharing health information with CIBC), including healthcare practitioners, medical institutions, employers, investigative agencies and other insurers or reinsurers in order to provide you with insurance and to review any insurance claim.

If there is a change of insurer your confidential file will be disclosed to the subsequent insurer that provides the insurance. Information shared includes whether insurance was approved, declined or otherwise terminated, information regarding claims (including information collected by Canada Life during claims investigation and assessment), and information relating to complaints or litigation initiated by you or Canada Life. CIBC uses this information to administer the Group Insurance Policy, provide customer service, manage its relationship with you and Canada Life, and for auditing purposes. CIBC may also use this information to offer and recommend other products and services. You may opt-out of these communications by calling [1 800 465-2422](tel:18004652422). For a copy of Canada Life's Privacy Policy or if you have questions about Canada Life's personal information policies and practices (including with respect to service providers), write to Canada Life's Chief Compliance Officer at [Chief\\_Compliance\\_Officer@canadalife.com](mailto:Chief_Compliance_Officer@canadalife.com) or refer to [canadalife.com](http://canadalife.com).

## **Change of Insurer**

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

You will be provided with at least 30 days prior notice of the change, which notice (the "Notice") will disclose the date the change is to be effective, together with any changes to (i) the cost of insurance, (ii) the insurance benefits, and (iii) the other terms and conditions of insurance. Where such a change is effected, your then-current certificate of insurance and the Notice will together constitute the certificate of insurance under the new group policy. If the Notice directs you to make certain claims or certain categories of claims only against a particular insurer, you agree not to make any such claims against any other insurer.

## **Information about CIBC**

CIBC is not an agent of Canada Life. No employee of CIBC has the authority to amend or waive any conditions of your Application for insurance or any conditions of this Certificate or the Group Insurance Policy. CIBC receives fees from Canada Life for providing services to Canada Life regarding this Insurance. Also, the risk under the Group Insurance Policy may be reinsured, in whole or in part, to a reinsurer affiliated with CIBC. The reinsurer affiliated with CIBC may earn reinsurance income under this arrangement. Representatives promoting this Insurance on behalf of CIBC may receive compensation.

## **The Group Insurance Policy**

This Certificate represents the general terms and conditions of the Group Insurance Policy described in this Certificate. It forms part of the Group Insurance Policy. CIBC and Canada Life reserve the right to change the terms and conditions of this Certificate or the Group Insurance Policy or cancel the Group Insurance Policy at any time. You will be provided with at least 30 days prior notice of any of these events if required by applicable law. If the Group Insurance Policy is amended, replaced or assigned, you acknowledge and agree that your original request for coverage under the Group Insurance Policy will also be a request for coverage under the amended, replaced or assigned Group Insurance Policy. You also agree your original Application will continue to apply for your Insurance coverage, both before and after any such changes. If there is a conflict between this Certificate and the Group Insurance Policy, the terms of the Group Insurance Policy will govern except as may otherwise be provided by law.

## **How to contact Canada Life and CIBC Creditor Helpline**

Should you require more information about Creditor Insurance for CIBC Personal Lines of Credit, please contact Canada Life or the CIBC Creditor Helpline at:

### **Canada Life**

1 800 387-4495

canadalife.com

The Canada Life Assurance Company

330 University Avenue

Toronto ON M5G 1R8

### **CIBC Creditor Helpline**

1 800 465-6020

CIBC Creditor Customer Service

PO Box 3020

Mississauga STN A

Mississauga ON L5A 4M2

## Definition section

- “**Application**” means your signed and completed written application (in paper or electronic form) or your telephone application for
- **Creditor Insurance**, and includes any health questions whether answered in writing or verbally.
- “**Canada Life**” means The Canada Life Assurance Company, the insurer under the Group Insurance Policy.
- “**Capped Disability Benefit Amount**” has the meaning indicated in the “Personal Line of Credit Disability Insurance -Description of the Disability Insurance benefit” section.
- “**Capped Life Benefit Amount**” has the meaning indicated in the “Personal Line of Credit Life Insurance – Description of the Life Insurance benefit” section.
- “**Certificate**” means this Certificate of Insurance.
- “**CIBC**” means Canadian Imperial Bank of Commerce or any of its affiliates.
- “**Credit Limit**” is the maximum dollar amount available on your Personal Line of Credit.
- “**Creditor Insurance**” and “**Insurance**” means Life Insurance and Disability Insurance for your Personal Line of Credit.
- “**Date of Disability**” means the latest of: the date of your Disability as determined by your Physician; the date you cease to work due to your Disability; or the date you are under regular care of a Physician for your Disability.
- “**Disability**” and “**Disabled**” have the meaning indicated in the “Personal Line of Credit Disability Insurance - Definition of Disability / Disabled” section.
- “**Disability Insurance**” means the disability insurance coverage under the Group Insurance Policy.
- “**Group Insurance Policy**” means Group Policy G / H 60149 providing creditor’s group life and disability insurance, issued by Canada Life, as insurer, to CIBC, as group policyholder.
- “**Insurance**” has the meaning indicated under the definition of “Creditor Insurance”.
- “**Insured Person**”, “**you**” and “**your**” means each person insured under the Group Insurance Policy.
- “**Life Insurance**” means the life insurance coverage under the Group Insurance Policy.
- “**Medical Treatment**” means consulting a Physician or other health care professional, receiving advice, care or service provided by a Physician or other health care professional or taking medication or injections for the condition or health problem.
- “**Permanent Employee**” means being hired by an employer for a position or employment that has no pre-determined time limit or end date.
- “**Personal Line of Credit**” and “**PLC**” means the CIBC personal line of credit which is identified in your Application and insured with Creditor Insurance.
- “**Physician**” means a medical doctor appropriate for your condition who is duly licensed to practice in Canada and who is not a member of your family.
- “**Seasonal Worker**” means a person who is employed only in certain seasons or whose employment is dependent on seasonal weather or seasonal activities. Examples of seasonal workers may include, **but are not limited** to construction workers, landscapers, and roofers.
- “**Waiting Period**” means the first 60 days following the Date of Disability.