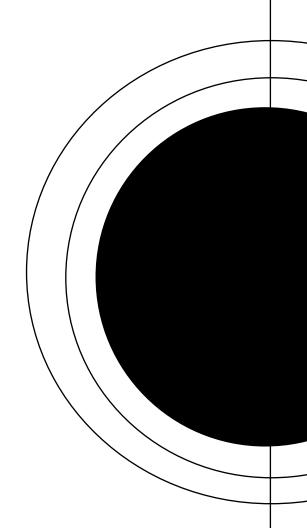
# brim

# INSURANCE CERTIFICATES

Business World Elite Mastercard®



# **Brim Financial Inc.**

4101 Yonge St Suite 506 Toronto, On Canada M2P 1N6 www.brimfinancial.com

# IMPORTANT INFORMATION

# **IMPORTANT NOTICE - READ THE CERTIFICATES CAREFULLY**

The Business World Elite Mastercard® includes insurance coverage – what's next? We want you to understand (and it is in your best interest to know) what your certificates of insurance include, what they exclude, and what is limited (payable but with limits). Please take time to read through your certificates of insurance. Italicized terms are defined in your certificates of insurance.

- a) This insurance covers claims arising from sudden and unexpected situations.
- b) To qualify for this insurance, you must meet all of the eligibility requirements.
- c) This insurance contains limitations and exclusions illegal acts, wear and tear, refurbished items, etc.).
- d) Contact Allianz Global Assistance immediately after learning of any loss or occurrence.
- e) Coverage under the certificates of insurance is secondary to any insurance under which an eligible item is otherwise insured in whole or in part.

# IT IS IMPORTANT AND YOUR RESPONSIBILITY TO UNDERSTAND YOUR COVERAGE. IF YOU HAVE QUESTIONS, CALL ALLIANZ GLOBAL ASSISTANCE:

# FROM CANADA AND THE UNITED STATES CALL 1-833-724-1793 FROM ELSEWHERE CALL COLLECT 1-519-513-6394

In addition to the Important Information above, please be sure to read the Important Notice section of each individual *certificate of insurance*.

The insurance products outlined in this booklet are underwritten by CUMIS General Insurance Company, a member of The Co-operators group of companies and administered by Allianz Global Assistance, which is a registered business name of AZGA Service Canada Inc. Allianz Global Assistance provides claims and travel assistance services on behalf of the underwriter.

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# **Summary of benefits**

The information in the chart below summarizes *your* insurance coverage as provided by the *credit card*. Coverage is subject to the terms and conditions listed in the *certificates of insurance* that follow. For complete coverage details, please refer to the *certificates of insurance*. Unless otherwise indicated, all amounts are in Canadian currency.

# COVERAGE

# PURCHASE SECURITY & EXTENDED WARRANTY INSURANCE

Purchase Security Insurance covers against theft of, or damage to, covered *items* within the first ninety (90) days from the date of purchase when *you* charge the full *purchase price* of the *items* to the *cardholder's credit card*.

Extended Warranty Insurance doubles the original manufacturer's warranty up to a maximum extension of one (1) year when *you* charge the full *purchase price* of the *items* to the *cardholder's credit card*.

# LIMITS

- **Purchase Security:** up to ninety (90) days from date of purchase.
- Extended Warranty: doubles the original manufacturer's warranty to a maximum extension of one (1) year.

# CAR RENTAL – COLLISION/LOSS DAMAGE INSURANCE

Car Rental – Collision/Loss Damage Insurance provides coverage for damage or theft of a *rental car*, as well as valid *rental agency* towing charges and charges for loss-of-use, when a covered loss occurs during the period of the *rental car agreement*. The total rental period must not exceed forty-eight (48) consecutive days.

- Rental period of up to forty-eight (48) consecutive days.
- Rental car with a Manufacturer's Suggested Retail Price (MSRP) of up to \$85,000.

# 1. Purchase security & extended warranty insurance

In this *certificate of insurance*, certain terms have defined meanings. Defined terms are italicized throughout this document. Please see section 1.7 for a list of defined terms.

# 1.1 Introduction

Purchase Security Insurance covers against theft of, or damage to, covered *items* within the first ninety (90) days from the date of purchase. Extended Warranty Insurance doubles the original manufacturer's warranty up to a maximum extension of one (1) year.

This *certificate of insurance* is underwritten by CUMIS General Insurance Company, a member of The Cooperators group of companies ("CUMIS", "we", "us" or "our") under Group Policy No. FC310140-B (the "Policy"), effective July 1, 2025, issued to Brim Financial Inc ("Brim"), as the policyholder. The *insured person* and any claimant under this insurance may request a copy of the Policy subject to certain access restrictions. This insurance is administered by Allianz Global Assistance.

All benefits are subject, in every respect, to the terms of the Policy, which alone constitutes the agreement under which payments are made. Only Brim may determine who is a *cardholder*, whether an *account* is in *good standing* and whether the insurance pursuant to this *certificate of insurance* is in force.

# 1.2 What to do if you have a loss or occurrence

You must notify Allianz Global Assistance immediately after any loss or occurrence.

• From Canada and the United States call: 1-833-724-1793

From elsewhere call collect: 1-519-513-6394

## IMPORTANT NOTICE - PLEASE READ CAREFULLY

This *certificate* of *insurance* contains a provision removing or restricting the right of the *insured person* to designate persons to whom or for whose benefit insurance money is to be payable.

- It is important that *you* read and understand this *certificate of insurance* as *your* coverage is subject to limitations and exclusions.
- This *certificate of insurance* is designed to cover losses arising from sudden and unforeseeable circumstances only.
- Coverage under this certificate of insurance is secondary coverage to any other insurance plan or manufacturer's warranty, in that it covers expenses in excess of those payable by any other plan or others source of reimbursement.
- No person is eligible for coverage under more than one (1) certificate of insurance providing insurance coverage similar to that provided hereunder. In the event that any person is recorded by us as an insured person under more than one (1) such certificate, such person shall be deemed to be insured only under the certificate or policy which affords that person the greatest amount of insurance coverage. This certificate of insurance replaces any certificate or policy previously issued to the cardholder with respect to the Policy.

# 1.3 Purchase security insurance

# 1.3.1 Coverage Eligibility

To be eligible for Purchase Security Insurance:

- a) you must be a resident of Canada;
- b) you must pay the <u>full</u> purchase price of business property or gift items with the cardholder's credit card and/or through the redemption of points earned under the credit card rewards program (provided any applicable taxes and/or fees are charged to the credit card); and
- c) the account must be in good standing.

# 1.3.2 Coverage period

Coverage begins on the date of purchase, subject to the terms and conditions of this *certificate of insurance*. There is no registration required.

Coverage **ends** on the earliest of:

- a) the ninety-first (91st) day from the date of purchase;
- b) the date the account is cancelled or no longer in good standing; or
- c) the date the Policy is cancelled by us or by Brim.

## 1.3.3 Coverage benefits

This insurance covers against theft of, or damage to, covered *items* anywhere in the world. If such *item* is stolen or damaged, it will be repaired, replaced or *you* will be reimbursed the *purchase price*, in line with this *certificate of insurance* and at CUMIS' discretion. The maximum payable per *account* is \$1,000 in any twelve (12) consecutive month period. The overall lifetime maximum of applicable insurance for Purchase Security and Extended Warranty combined is \$60,000 per *account*.

#### 1.3.4 Limitations and exclusions

In addition to the limitations and exclusions listed below, Purchase Security Insurance is also subject to the General Limitations and Exclusions found in section 1.5.

The following *items* are not covered:

- 1. Items that are lost.
- 2. *Items* under the control and care of a third party, including but not limited to the postal service, travel carriers, or delivery services.
- 3. Confiscation by authorities (if contraband or illegal).
- 4. Voluntarily parting with items.
- 5. Mysterious disappearance of items.
- 6. Tickets of any kind, passports, deeds, blueprints, stamps, and other documents.
- 7. Money, currency, credit cards, gift cards, notes or evidences of debt, negotiable instruments, traveller's cheques, securities, bullion, cryptocurrency or other electronic or digital currency, and keys.

# 1.4 Extended warranty insurance

## 1.4.1 Coverage eligibility

To be eligible for Extended Warranty Insurance:

- a) you must be a resident of Canada;
- b) you must pay the <u>full</u> purchase price of business property or gift items with the cardholder's credit card and/or through the redemption of points earned under the credit card rewards program (provided any applicable taxes and/or fees are charged to the credit card); and
- c) the account must be in good standing.

Regardless of where the *item* is purchased the original manufacturer's warranty must be valid in Canada. Coverage is available automatically, except when the original manufacturer's warranty exceeds five (5) years, in which case *you* must register the *item* with CUMIS or Allianz Global Assistance, on behalf of CUMIS, within one (1) year of the date of purchase.

# 1.4.2 Coverage benefits

Extended Warranty Insurance doubles the original manufacturer's warranty up to a maximum extension of one (1) year. We will reimburse you, at CUMIS' discretion, the lesser of the cost to repair or to replace the *item*. Terms of the extension will be in accordance with the original manufacturer's warranty, excluding any extended warranty offered by the manufacturer or any other party. The maximum payable per *account* is \$25,000 in any twelve (12) consecutive month period. The overall lifetime maximum of applicable insurance for Extended Warranty and Purchase Security combined is \$60,000 per *account*.

#### 1.4.3 Limitations and exclusions

In addition to the limitations and exclusions listed below, Extended Warranty Insurance is also subject to the General Limitations and Exclusions found in section 1.5.

- a) Extended warranty benefits end automatically when the original manufacturer ceases to carry on business for any reason whatsoever.
- b) Items with a lifetime warranty are not covered.
- c) The extended warranty applies only to any parts and/or labour costs resulting from mechanical breakdown or failure of a covered *item*, or any other obligations that were specifically covered under the terms of the original manufacturer's warranty that is valid in Canada. CUMIS, may, at its sole option, elect to replace the *item* should it prove to be less expensive than the cost of repair.

Note: This insurance reflects the terms and conditions of the original manufacturer's warranty. Therefore, if the original warranty did not have the option for replacement instead of repair, this insurance will not have the option of replacement.

# 1.5 General Limitations and Exclusions

The following general limitations and exclusions apply to Purchase Security Insurance and Extended Warranty Insurance.

#### 1.5.1 Limitations

• Eligible *items* that *you* give as a *gift* are covered, however *you*, not the recipient, must make the claim for benefits.

#### 1.5.2 Exclusions

Claims resulting from the following are not covered:

- Any loss, condition, or event that was known, foreseeable, intended, or expected when the item was purchased.
- An act committed with the intent to cause loss or an act of gross negligence by you.
- Air, water, or other pollution, or the threat of a pollutant release, including thermal, biological, and chemical pollution or contamination, nuclear reaction, radiation, or radioactive contamination.
- Your involvement in the commission or attempted commission of a criminal offence or illegal act.
- Civil disorder.
- Military duty.
- A natural disaster.
- Political risk.
- Terrorist events.
- War or act of war.
- Bodily injury, property damages, consequential damages, punitive damages, exemplary damages, attorney's fees and other ancillary costs.
- Theft or damage stemming from abuse or fraud.
- An act, travel alert/bulletin, or prohibition by any government or public authority.
- Ordinary wear and tear or defective materials or workmanship.
- Theft or damage from misdelivery.
- Animals and living plants.
- Antiques, rugs, or collectible *items*.
- Cars, motorcycles, motors, aircraft, watercraft, and other vehicles and accessories or equipment which is installed, or is intended to be installed, in the vehicle.
- Electronic software or firmware.
- Items for resale or personal property
- Medical equipment/supplies such as hearing aids, prescription eyewear, contact lenses, artificial teeth, prosthetics, orthopedic devices, wheelchairs, and other mobility devices.
- Consumables and perishables such as food, prescription medication, cosmetics, fragrances, lotions, and skin products.
- Intangible property, intellectual property, nonfungible tokens (NFTs) or other electronic or digital property, software, and electronic data.
- Altered or counterfeit items.
- Used or pre-owned items.
- *Items* that have been modified from original manufacturer specifications.
- Firearms and other weapons, including ammunition.

This *certificate of insurance* does not provide any coverage, benefit, or service for any activity that would violate any applicable law or regulation, including without limitation any economic or trade sanction or embargo.

# 1.6 Specific conditions

In addition to the specific conditions below, Purchase Security Insurance and Extended Warranty Insurance are subject to the General Provisions found in section 4.

- 1. **Due Diligence** *You* shall use diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by this insurance.
- 2. You agree to cooperate fully with us, and as a condition to the payment of benefits, CUMIS or Allianz Global Assistance, on behalf of CUMIS, reserve the right to obtain all pertinent records or information from you. Failure to provide the requested documentation to substantiate your claim under this certificate of insurance will invalidate your claim.
- 3. Benefits are only available to the extent that the *item* in question is not otherwise protected or insured in whole or in part. Benefits are in excess of all other applicable valid insurance, indemnity protection or warranty available to *you* in respect of the *item* subject to the claim. We will only be liable for the excess of the amount of the loss or damage over the amount covered under such other insurance, indemnity or protection and for the amount of any applicable deductible, only if all other insurance has been exhausted and subject to the exclusions, terms and limits of liability set out in this *certificate of insurance*. This coverage will not apply as contributing insurance and this "non-contribution" provision shall prevail despite any "non-contribution" provision in other insurance, indemnity or protection policies or contracts.
- 4. Where a covered *item* is part of a pair or set, *you* will receive no more than the value of the particular part or parts stolen or damaged, regardless of any special value that the *item* may have as part of an aggregate *purchase price* of such pair or set.
- 5. CUMIS, may, at its sole option, elect to a) repair, rebuild or replace the *item* stolen or damaged (whether wholly or in part), upon notifying *you* of its intention to do so within sixty (60) days following receipt of the required proof of loss; or b) reimburse *you* for the *item*, not exceeding the *purchase price*.
- 6. You will be entitled to receive no more than the original purchase price of the covered item as recorded on the credit card sales receipt.

#### 1.7 Definitions

In this *certificate of insurance*, certain terms have defined meanings. Those defined terms are italicized throughout this document.

Account means the business owner's Business World Elite Mastercard® account, established in Canada by Brim.

Act of war means any act which is associated with and occurring in the course of war or directly triggering it.

Business property means tangible, moveable property purchased with the cardholder's credit card and intended for business use.

Cardholder means the business owner who applied for the *credit card* and in whose name Brim opened the *account*, or any employee ordinarily residing in Canada who is employed by the business owner and has been issued a *credit card* by Brim on the business owner's account with his or her name embossed on such card.

Cardholder agreement means the Brim cardholder agreement that applies to and governs the credit card and account.

Certificate of insurance means a summary of the benefits provided under the Group Policy issued to Brim.

Civil disorder means any public protest, strike, riot, demonstration, unlawful assembly, or disturbance within a community, region, state, or nation involving acts of violence, vandalism, lawlessness, disobedience, or obstruction of free access or movement in public areas by assemblages of three or more persons. It does not include any such occurrence that rises to the level of or is connected with any political risk, terrorist event, war, or act of war.

Credit card means the Business World Elite Mastercard® that Brim issued to the cardholder to use the account.

Gift means the voluntary transfer of tangible moveable property without consideration and intended for personal use only.

Good standing means your account privileges have not expired, been revoked, suspended or terminated and you are in full compliance with all the provisions of the cardholder agreement.

Insured person means the cardholder.

*Item* means a tangible piece of *business property*.

Mysterious disappearance means when the article of business property or gift in question cannot be located and the circumstances of its disappearance cannot be explained and do not lend themselves to a reasonable inference that a theft occurred.

*Natural disaster* means a large-scale extreme weather or geological event that damages property, disrupts transportation or utilities, or endangers people, including without limitation: earthquake, fire, flood, hurricane, or volcanic eruption.

Personal property means tangible, moveable property purchased with the cardholder's credit card and intended for personal use.

Political risk means any kind of events, organized resistance or actions intending or implying the intention to overthrow, supplant or change the existing ruler or constitutional government, including but not limited to nationalization; confiscation; expropriation (including selective discrimination and forced abandonment); deprivation; requisition; revolution; rebellion; insurrection; civil commotion assuming to proportion of or amounting to an uprising; military and usurped power.

*Purchase price* means the <u>full</u> cost of an *item* (including taxes) evidenced by a receipt and charged to the *cardholder's credit card*. The purchase price includes any charges paid for through the redemption of points earned under the *credit card rewards program*.

Rewards program means the reward program offered with the *credit card*.

Terrorist event(s) means an act, including but not limited to the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), which constitutes terrorism as recognized by the government authority or under the laws of *your* country of residence, and is committed for political, religious, ethnic, ideological or similar purposes, including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear. It does not include general *civil disorder* or unrest, protest, rioting, *political risk*, war or act of war.

*Vandalism* means any illegal act that intentionally causes damage to or destruction of public or private tangible property.

War means a state or period of hostile armed conflict, civil war, or military or paramilitary action, between two or more of the following: a nation, a state, a government, a territory, or an organized political or ruling group. This includes any acts or events directly associated with and occurring in the course of such conflict or action, or directly triggering such conflict or action. This definition applies regardless of whether war has been officially or formally declared.

We, our, us means CUMIS General Insurance Company, a member of The Co-operators group of companies and/or Allianz Global Assistance.

You, your, yourself means the insured person.

# 2. Car rental - collision/loss damage insurance

In this *certificate of insurance*, certain terms have defined meanings. Defined terms are italicized throughout this document. Please see section 2.8 for a list of defined terms.

#### 2.1 Introduction

Car Rental – Collision/Loss Damage Insurance provides coverage for damage or theft of a *rental car*, as well as valid *rental agency* towing charges and charges for loss-of-use, when a covered loss occurs during the period of the *rental car agreement*. The total rental period must not exceed forty-eight (48) consecutive days.

This *certificate of insurance* is underwritten by CUMIS General Insurance Company, a member of The Cooperators group of companies ("CUMIS", "we", "us" or "our") under Group Policy No. FC310140-B (the "Policy"), effective July 1, 2025, issued to Brim Financial Inc ("Brim"), as the policyholder. The *insured person* and any claimant under this insurance may request a copy of the Policy subject to certain access restrictions. This insurance is administered by Allianz Global Assistance.

All benefits are subject, in every respect, to the terms of the Policy, which alone constitutes the agreement under which payments are made. Only Brim may determine who is a *cardholder*, whether an *account* is in *good standing* and whether the insurance pursuant to this *certificate of insurance* is in force.

# 2.2 What to do if your rental car sustains any damage, loss or theft

If your rental car sustains any damage, loss or theft, you must contact Allianz Global Assistance immediately after any loss or occurrence.

From Canada and the United States call: 1-833-724-1793

From elsewhere call collect: 1-519-513-6394

# **IMPORTANT NOTICE - PLEASE READ CAREFULLY**

This *certificate of insurance* contains a provision removing or restricting the right of the *insured person* to designate persons to whom or for whose benefit insurance money is to be payable.

- It is important that *you* read and understand this *certificate of insurance* as *your* coverage is subject to limitations and exclusions.
- This *certificate of insurance* is designed to cover losses arising from sudden and unforeseeable circumstances only.
- Coverage under this *certificate of insurance* is secondary, in that it covers expenses in excess of those payable by any other insurance plan or other source of reimbursement.
- This coverage does not provide any form of third-party automobile, property damage or personal injury liability insurance. It is *your* responsibility to ensure *you* have adequate third-party insurance, either through *your* own automobile insurance policy, or by accepting the insurance offered through the *rental* agency.
- No person is eligible for coverage under more than one (1) certificate of insurance providing insurance coverage similar to that provided hereunder. In the event that any person is recorded by us as an insured person under more than one (1) such certificate, such person shall be deemed to be insured only under the certificate or policy which affords that person the greatest amount of insurance coverage. This certificate of insurance replaces any certificate or policy previously issued to the cardholder with respect to the Policy.

# 2.3 Coverage eligibility

You are eligible for the Car Rental – Collision/Loss Damage Insurance when you enter into a non-renewable rental car agreement for a rental car, where the total rental period does not exceed forty-eight (48) days, subject to limitations and exclusions and the following requirements:

- a) you are a resident of Canada;
- b) the rental car must be rented by the cardholder;
- c) the rental car must be rented from a commercial car rental agency;
- d) the <u>full</u> cost, including applicable taxes and/or fees of the <u>rental</u> car must be charged to the <u>cardholder's credit card</u> and/or paid through the redemption of points earned under the <u>credit card rewards program</u> (provided any applicable taxes and/or fees are charged to the <u>credit card</u>. An eligible <u>rental car</u> included in a pre-paid travel package is covered if the <u>full</u> cost of the travel package was charged to the <u>account</u>;
- e) you must not rent more than one (1) vehicle at a time during a rental period;
- f) you must decline the Collision Damage Waiver (CDW) benefits (or similar provisions, such as "loss damage waiver") offered by the *rental agency* (when not prohibited by law). If there is no space on the *rental car agreement* to decline coverage, you must write on the contract "I decline the CDW provided by the *rental agency*.";
- g) the rental car must have been operated by:
- i. the *insured person* listed on the *rental car agreement* and authorized to operate the *rental car* under the *rental car agreement* in accordance with its conditions when the loss occurs; or
- ii. any authorized driver who has been given permission by the cardholder to operate the rental car, provided the additional person is listed on the rental car agreement. All drivers must qualify under and follow the terms of the rental car agreement and they must be legally licensed and permitted to operate the rental car under the laws of the jurisdiction in which the rental car will be operated; and
- h) the account must be in good standing.

# 2.4 Coverage period

Coverage begins as soon as the *insured person* who is authorized to operate the *rental car* under the *rental car* agreement takes control of the *rental car*.

The total rental period must not exceed forty-eight (48) consecutive days. If the rental period exceeds forty-eight (48) consecutive days, coverage under this *certificate of insurance* will be void. In order to break the consecutive day cycle, a full calendar day must exist between rental periods.

Coverage ends at the earliest of:

- a) the time when the *rental agency* assumes control of the *rental car*, whether it be at its place of business or elsewhere. *Rental car* keys left in a locked drop box does not constitute that the *rental agency* has assumed control of the *rental car*;
- b) the end of the chosen rental period;
- c) the date the account is cancelled or no longer in good standing; or
- d) the date the Policy is cancelled by us or by Brim.

# 2.5 Coverage benefits

Subject to the terms and conditions, *you* are covered for a *rental car* with a Manufacturer's Suggested Retail Price (MSRP), in its model year, up to a maximum of \$85,000, at the place the *rental agreement* is signed or where the *rental car* is picked up, for:

- a) reasonable and customary charges to repair the rental car, including reasonable charges for loss of use imposed by the owner of the rental car while the rental car is being repaired; or
- b) theft of the *rental car* or any of its respective parts or accessories; and
- c) reasonable and customary charges for towing the rental car to the nearest available facility.

Note: This coverage does not provide any form of third-party automobile, property damage or personal *injury* liability insurance. It is *your* responsibility to have adequate third-party insurance, either through *your* own automobile insurance policy, or by accepting the insurance offered through the *rental agency*.

The amount of the benefit payable will be equal to, the lesser of, the cost of the repair (including loss-of-use) or the replacement cost of *your rental car* which has been damaged or stolen, less any amount or portion of the loss assumed, waived or paid by the car *rental agency*, its insurer, or a third-party insurer.

# 2.6 Limitations and exclusions

#### 2.6.1 Limitations

The following conditions may limit *your* entitlement to benefits under this *certificate of insurance*:

- There is no coverage for any vehicle with a Manufacturer's Suggested Retail Price (MSRP) in its model year, over \$85,000, at the place the *rental agreement* is signed or where the *rental car* is picked up.
- There is no coverage for additional rental fees charged by the *rental agency* for a replacement vehicle if required by *you* for the remainder of the original rental period.
- This coverage does not apply to *rental cars* when *your* rental period is more than forty-eight (48) consecutive days, or *your* rental period is extended for more than forty-eight (48) consecutive days by renewing or taking out a new *rental car agreement* with the same or another *rental agency* for the same vehicle or other vehicles.
- This coverage will not pay for the cost of any insurance offered by or purchased through the car *rental agency*, even if such cost is mandatory or included in the price of the vehicle rental.

#### 2.6.2 Exclusions

We will not pay any of the *rental car* benefits if a claim is directly or indirectly a result of one (1) or more of the following:

- Excluded Vehicles: Vehicles which belong to the following categories are not covered:
  - o Vehicles used for peer-to-peer car sharing.
  - Vans (except as defined below).
  - Trucks (including pick-ups) or any vehicle that can be spontaneously reconfigured into a pickup truck.
  - Campers or trailers.
  - Vehicles towing or propelling trailers or any other object.
  - o Off-road vehicles (Sport Utility Vehicles are covered, provided they are not used as off-road vehicles, are driven on maintained roads and do not have an open cargo bed).
  - Motorcycles, mopeds or motorbikes.
  - o Expensive or exotic vehicles with an MSRP, in their model year, greater than \$85,000.
  - Antique vehicles which are over twenty (20) years old or when their models have not been manufactured for ten (10) years or more.
  - o Recreational vehicles or vehicles not licensed for road use.
  - Leased vehicles, with buyback guarantee.
  - Limousines, however, standard production models of these vehicles that are not used as limousines are not excluded provided that they have an MSRP, in their model year, of \$85,000 or less.
  - Vehicles that seat more than eight (8) occupants, including the driver.
  - o Vehicles rented or driven in Jamaica and
  - Vehicles that do not have to be licensed or are not legal where used.
  - Note: Vans are not excluded provided that they:
    - are for private passenger use with seating for no more than eight (8) occupants including the driver; and
    - do not exceed a "3/4 ton" rating; and
    - are not designed for recreational use (such as but not limited to camping, operation on roads not maintained by a federal, provincial, state or local authority and is designed and manufactured for off-road use); and
    - are not to be used for hire by others.
- Any loss, condition, or event that was known, foreseeable, intended, or expected when your rental car was reserved.
- An act committed with the intent to cause loss or an act of gross negligence by you or a travelling companion.
- Air, water, or other pollution, or the threat of a pollutant release, including thermal, biological, and chemical pollution or contamination.
- Your involvement in the commission or attempted commission of a criminal offence or illegal act.

- Civil disorder.
- Military Duty.
- Natural disaster.
- Nuclear reaction, radiation, or radioactive contamination.
- Political risk.
- Terrorist events.
- War (declared or undeclared) or act of war.
- Travel against the orders or advice of any government or other public authority.
- Wear and tear, gradual deterioration, mechanical or electrical breakdown or failure, insects or vermin, inherent flaw or damage; damage caused by the use of incorrect fuel type.
- Loss, damage or misplacement of vehicle entry devices.
- Damage caused from freezing.
- The rental car's loss of value.
- Operation of the *rental car* in violation of the terms of the *rental car agreement*.
- Damage caused to the *rental car* by use off of publicly maintained roads.
- Damage caused to the *rental car* while driving at a rate of speed that is a marked departure from the lawful rate of speed.
- The use or abuse of alcohol or drugs, or any related physical symptoms. This does not apply to drugs prescribed by a *physician* and used as prescribed.
- Any voluntary taking of poison, toxic substances or non-toxic substances or drugs, sedatives or narcotics, whether illicit or prescribed, in such quantity that they become toxic, or voluntary inhalation of a gas.
- Suicide, attempted suicide or self-inflicted injury.
- Liability other than for loss of, or damage to, the rental car.
- Your personal injury.
- Expenses assumed waived or paid by the commercial car *rental agency* or its insurers or payable under any other insurance.
- Confiscation by order of any government or public authority.
- Transporting contraband or illegal trade.
- Seizure or destruction under a quarantine or customs regulation.

This *certificate of insurance* does not provide any coverage, benefit, or services for any activity that would violate any applicable law or regulation, including without limitation any economic/ trade sanction or embargo.

# 2.7 Specific conditions

In addition to the specific conditions below, Car Rental – Collision/Loss Damage Insurance is subject to the General Provisions found in section 4.

- 1. Due Diligence: The *cardholder* and any *insured person* shall use diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by this insurance.
- 2. You agree to cooperate fully with us, and as a condition to the payment of benefits, Allianz Global Assistance, on behalf of CUMIS, reserves the right to obtain all pertinent records or information from you. Failure to provide the requested documentation to substantiate your claim under this certificate of insurance will invalidate your claim.

## 2.8 Definitions

In this *certificate of insurance*, certain terms have defined meanings. Defined terms are italicized throughout this document.

Account means the business owner's Business World Elite Mastercard® account, established in Canada by Brim.

Act of war means any act which is associated with and occurring in the course of war or directly triggering it.

Authorized Driver means any driver who is permitted to operate the rental car by the cardholder and who is listed on the rental car agreement.

Cardholder means the business owner who applied for the *credit card* and in whose name Brim opened the *account*, or any employee ordinarily residing in Canada who is employed by the business owner and has been issued a *credit card* by Brim on the business owner's account with his or her name embossed on such card.

Cardholder agreement means the Brim cardholder agreement that applies to and governs the credit card and account.

Car sharing program means a car rental club which gives its members twenty-four (24) hour access to a fleet of cars parked in a convenient location.

Certificate of insurance means a summary of the benefits provided under the Group Policy issued to Brim.

Civil disorder means any public protest, strike, riot, demonstration, unlawful assembly, or disturbance within a community, region, state, or nation involving acts of violence, vandalism, lawlessness, disobedience, or obstruction of free access or movement in public areas by assemblages of three or more persons. It does not include any such occurrence that rises to the level of or is connected with any political risk, terrorist event, war, or act of war.

Credit card means the Business World Elite Mastercard® that Brim issued to the cardholder to use the account.

Dependent child(ren) means your unmarried biological, adopted or step child living in the same residence as you, for whom you have legal custody and/or control and is financially dependent on you, at least 15 days old, and:

- a) twenty (20) years of age or under; or
- b) twenty-five (25) years of age or under and a full-time student attending a recognized college or university; or
- c) cannot self-sustain independently without *your* aid or support due to mental or physical disability.

Good standing means your account privileges have not expired, been revoked, suspended or terminated and you are in full compliance with all the provisions of the cardholder agreement.

*Injury* means any bodily harm caused by an accident which results in a covered loss and which requires the immediate medical care or *treatment* of a *physician*.

Insured person means the cardholder, the cardholder's spouse and their dependent child(ren) or any authorized driver.

*Natural disaster* means a large-scale extreme weather or geological event that damages property, disrupts transportation or utilities, or endangers people, including without limitation: earthquake, fire, flood, hurricane, or volcanic eruption.

*Physician* means a person other than *you*, a *family member* or a *travelling companion*, who is a medical practitioner and whose legal and professional standing within his or her jurisdiction is equivalent to that of a doctor of medicine (M.D.) licensed in Canada.

Political risk means any kind of events, organized resistance or actions intending or implying the intention to overthrow, supplant or change the existing ruler or constitutional government, including but not limited to nationalization; confiscation; expropriation (including selective discrimination and forced abandonment); deprivation; requisition; revolution; rebellion; insurrection; civil commotion assuming to proportion of or amounting to an uprising; military and usurped power.

Reasonable and customary charges means charges incurred for goods and services that are comparable to what other providers charge for similar goods and services in the same geographical area.

Rental agency means a licensed automobile rental agency that rents vehicles and issues a rental car agreement. Rental agencies include both automobile rental agencies as well as car sharing programs.

Rental car means a land motor vehicle with four (4) wheels, that is designed for use mainly on public roads and which you have rented from a rental agency for your personal or business use for the period of time shown on the rental car agreement. With regards to the Collision/Loss Damage benefit, a rental car may also include a car sharing program of which you are a member.

Rental car agreement means the entire written contract that you receive when renting a car from a rental agency that describes in full all of the terms and conditions of the rental, as well as the responsibilities of all parties under the rental car agreement. With regards to the Collision/Loss Damage benefit, a rental car agreement may also include a commercial car sharing program of which you are a member and the terms and conditions thereof.

Rewards program means the reward program offered with the credit card.

Spouse means the person who is legally married to the *cardholder*; or if there is no such person, the person who has been living with the *cardholder* in a conjugal relationship and who resides in the same household as the *cardholder* and is publicly represented as the spouse of the *cardholder*. For the purposes of this insurance the *cardholder* may have only one (1) spouse.

Terrorist event(s) means an act, including but not limited to the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), which constitutes terrorism as recognized by the government authority or under the laws of *your* country of residence, and is committed for political, religious, ethnic, ideological or similar purposes, including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear. It does not include general *civil disorder* or unrest, protest, rioting, *political risk*, war or act of war.

Travelling companion means a person travelling with you or travelling to accompany you on your trip. A group or tour leader is not considered a travelling companion unless you are sharing the same room with the group or tour leader.

*Treatment* means a medical or diagnostic procedure prescribed, performed or recommended by a physician, including but not limited to, prescribed medication, investigative testing or surgery.

*War* means a state or period of hostile armed conflict, civil war, or military or paramilitary action, between two or more of the following: a nation, a state, a government, a territory, or an organized political or ruling group. This includes any acts or events directly associated with and occurring in the course of such conflict or action, or directly triggering such conflict or action. This definition applies regardless of whether war has been officially or formally declared.

We, our, us means CUMIS General Insurance Company, a member of The Co-operators group of companies and/or Allianz Global Assistance.

You, your, yourself means the insured person.

# 3. Claim Filing Procedures

You must notify Allianz Global Assistance immediately after learning of any loss or occurrence you may have suffered and for which you may have coverage under this *certificate of insurance*. Upon receipt of such notice, Allianz Global Assistance will advise you on what is needed to make a claim.

From Canada and the United States call: 1-833-724-1793

From elsewhere call collect: 1-519-513-6394

For the most efficient claims experience, claims for out-of-pocket expenses can be submitted through the secure Allianz Global Assistance Claims Portal: <a href="https://www.allianzassistanceclaims.ca">www.allianzassistanceclaims.ca</a>.

#### **IMPORTANT:**

**Notice of Claim**. Claims should be reported as soon as reasonably possible, within 30 days of occurrence, and in no event later than one (1) year after the date of occurrence.

**Proof of Loss**. Written proof of loss should be submitted as soon as reasonably possible, within 90 days of occurrence, and in no event later than one (1) year after the date of occurrence.

All eligible claims must be supported by receipts from commercial organizations. Other documentation may be required and/or requested by Allianz Global Assistance.

Incomplete information when submitting your claim will cause delay.

# 4. General provisions

The following general provisions apply to **ALL** certificates of insurance.

- 1. **Assignment**: Any benefits payable or which may become payable under this *certificate of insurance* cannot be assigned by *you*, and *we* are not responsible for and will not be bound by any assignment entered into by *you*.
- 2. **Conformity with Law**: Any provision of the *certificate of insurance* or the Group Policy that conflicts with any applicable law is hereby amended to conform to the minimum requirements of that law.
- 3. **Coordination of Benefits**: Amounts payable under this *certificate of insurance* are in excess of any amounts available or collectible under any existing coverage concurrently in force and held by or available to *you*.

Other coverage includes but is not limited to:

- Your provincial or territorial health insurance plan,
- Homeowners insurance,
- Tenants insurance.
- Multi-risk insurance,
- Any credit card, third-party liability, group or individual basic or extended health insurance, or
- Any private or legislative plan of motor vehicle insurance providing hospital, medical or therapeutic coverage.

We will coordinate all benefits in accordance with the Canadian Life and Health Insurance Association guidelines.

Reimbursement will not be made for any costs, services or supplies that are payable to *you* under a motor vehicle insurance policy or legislative plan pursuant to the no-fault benefits schedule under any Insurance Act, or for which *you* receive benefits from any other party under any policy or legislative plan of motor vehicle insurance, until such benefits are exhausted.

You may not claim or receive in total more than 100% of the loss caused by the insured event.

If *you* are retired with an extended health plan provided by a former employer, that has a lifetime limit of up to \$100,000, *we* will not coordinate benefits with that provider, except in the event of *your* death.

- 4. Currency: All benefit limits stated in this certificate of insurance are in Canadian dollars. At the option of Allianz Global Assistance, benefits may be paid in the currency of the country where the loss occurred. If currency conversion is necessary, the exchange rate in effect on the date the service was supplied to you will be used.
- 5. **Governing Law**: The benefits, terms and conditions of the *certificate of insurance* shall be governed by the insurance laws of the province or territory in Canada where *you* normally reside.
- 6. **Interest**: This insurance does not pay interest on benefits or for interest on charges made to the *credit card*.
- 7. **Language**: You acknowledge that you were provided with the French version of this certificate of insurance and that, after first having the opportunity to examine the French version, you have expressly requested that this certificate of insurance, as well as the documents related to it, be drawn up in English exclusively.
  - Vous reconnaissez qu'une version française du présent certificat d'assurance vous a été remise et qu'après avoir eu la possibilité d'en prendre connaissance, vous avez expressément demandé que le présent certificat d'assurance, ainsi que tous les documents s'y rattachant, soient rédigés exclusivement en anglais.
- 8. **Limit on Liability**: It is a condition precedent to liability under this *certificate of insurance* that on *your departure date*, *you* know of no reason to seek medical attention.
- 9. Limitation of 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), *The Limitations Act* (for actions or proceedings governed by the laws of Saskatchewan), 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*.
- 10. **Misrepresentation or Non-Disclosure:** *Your* failure to disclose or misrepresentation of any material fact, or fraud, at any time, shall render the entire contract null and void at our option, and any claim submitted thereunder shall not be payable.
- 11. **Repayment Obligations**: If, due to mistake or any other reason, *you* receive payments in excess of what this *certificate of insurance* provides, *you* shall repay the overpayment to *us* if a reimbursement request is made of *you*. If *you* fail to repay the overpayment, then without limiting any other available remedies available to *us*, *we* may deduct the amount of the overpayment from any other benefits that become payable under this *certificate of insurance*.
- 12. **Right to be Reimbursed (Subrogation)**: In the event of a payment under the *certificate of insurance*, Allianz Global Assistance, on *our* behalf, has the right to proceed in *your* name against third parties who may be responsible for giving rise to a claim under this insurance. We have full rights of subrogation. *You* will execute and deliver such documents, and fully cooperate with Allianz Global Assistance, so as to allow Allianz Global Assistance to fully assert *our* right to subrogation. *You* will not do anything after the loss to prejudice such rights.
- 13. **Sanctions**: Benefits are not payable under this *certificate of insurance* for any losses or expenses incurred due to or as a result of *your* travel to a sanctioned country for any business or activity that would violate any Canadian or any other applicable national economic or trade sanction law or regulation.
- 14. **Waiver**: We shall be deemed not to have waived any condition of this *certificate of insurance*, either in whole or in part, unless the waiver is clearly expressed in writing and signed by us.
- 15. **You, your** heirs and assigns consent to the venue of any action or arbitration being only in the province or territory where the *certificate of insurance* was issued and at a venue *we* and/or Allianz Global Assistance choose.

# 5. Collection and use of your personal information

Protecting *your* personal information is a top priority. This Personal Information Notice explains how and what types of personal data will be collected, why it is collected and to whom it is shared or disclosed. PLEASE READ THIS NOTICE CAREFULLY.

CUMIS General Insurance Company, a member of The Co-operators group of companies (the "insurer") and the insurer's insurance administrator, Allianz Global Assistance, and the insurer's agents, representatives and reinsurers (for the purpose of this Personal Information Notice collectively "we" "us" and "our") require *your* personal information.

# Personal information we collect

We will collect *your* personal information including but not limited to:

- Surname, First name
- Address
- Date of Birth
- Telephone numbers
- Email addresses
- Credit/debit card and bank account information
- Sensitive personal information such as: Medical information relating to your health status, excluding
  genetic test results.

# How will we obtain and use your personal information?

This personal information is collected for the following insurance purposes when offering and providing insurance and related services:

- To identify and communicate with you
- To consider any application for insurance
- If approved, to issue a policy or certificate of insurance
- To administer insurance and related benefits
- To evaluate insurance risk, manage and coordinate claims, re-price medical expenses and negotiate payment of claims expenses
- To adjudicate claims and to determine eligibility for insurance benefits
- To provide assistance services
- For fraud prevention and debt collection purposes
- As required or permitted by law

We reserve our right to collect personal information, necessary for insurance purposes, from the following individuals:

- Individuals who apply for insurance products
- Certificate holder and/or policyholders
- Insureds and/or claimants
- Family members, friends or travelling companions of a certificate or policyholder, insured or claimant, in cases where you are unable, for medical or other reasons, to communicate directly with us.

#### Who will have access to your personal information?

We disclose information for insurance purposes, to and with, third parties such as, but not necessarily limited to, other Allianz group companies, health care practitioners and facilities in Canada and abroad, government and private health insurers, *family members* and friends/*travelling companions* of the certificate holder or policyholder, insured or claimant and agencies. We may also use and disclose information from our existing files for insurance purposes. Our employees who require this information for the purposes of administering *your* insurance file will have access to this file. Upon *your* request and authorization, we may also disclose this information to other persons. In some instances, we may additionally maintain or communicate or transfer information to health care and other service providers located outside of Canada. As a result, personal information may be accessible to regulatory authorities in accordance with the law of these other jurisdictions.

# What are your rights in respect of your personal data?

When permitted by applicable law and regulations you have the right to:

- Access your personal data held about you
- Withdraw consent at any time where *your* personal data is processed
- Update or correct *your* personal information so that it is always accurate
- Delete your personal information from our records, if it is no longer needed for the purposes indicated above
- File a complaint with us and/or relevant data protection authority

You may exercise these rights by contacting the Privacy Officer at privacy@allianz-assistance.ca.

# How long do we keep your personal data?

We will retain the personal information we collect for a specified period of time and in a storage method appropriate with legal and our internal corporate requirements. Personal information will be securely destroyed following the expiration of the appropriate retention period. Individuals have a right to request to access or correct personal information we have on file by contacting the Privacy Officer at privacy@allianzassistance.ca or by writing to:

**Privacy Officer** Allianz Global Assistance 700 Jamieson Parkway Cambridge, ON N3C 4N6 Canada

# How can you contact us?

For information about how to obtain access to written information about our policies and procedures with respect to service providers outside of Canada, please contact the Privacy Officer at privacv@allianz-assistance.ca.

For a complete copy of our Privacy Policy please visit www.allianz-assistance.ca.

## How often do we update this privacy notice?

We regularly review this Privacy Notice. We will ensure the most recent version is available on our website, www.allianz-assistance.ca.

#### **CONTACT INFORMATION**

# **ADMINISTRATOR ALLIANZ GLOBAL ASSISTANCE**

Please contact Allianz Global Assistance with any questions or claims. 700 Jamieson Parkway Cambridge, ON N3C 4N6

Canada

Toll-free Canada/U.S.A.: 1-833-724-1793

## **INSURER**

**CUMIS General Insurance Company** 

P.O. Box 5065, 151 North Service Road Burlington, ON L7R 4C2

Canada

Toll-free Canada/U.S.A.: 1-800-263-9120