# brim

## INSURANCE CERTIFICATES

World Mastercard®

### Brim Financial Inc.

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#### **IMPORTANT INFORMATION**

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

The World Mastercard<sup>®</sup> 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) Travel insurance covers claims arising from sudden and unexpected situations (e.g., accidents and emergencies) and not follow-up or recurrent care.
- b) To qualify for this insurance, you must meet all of the eligibility requirements.
- c) This insurance contains limitations and exclusions (e.g., *medical conditions* that are not stable, pregnancy, child born on a *trip*, excessive use of alcohol, high risk activities, etc.).
- d) This insurance may not cover claims related to pre-existing *medical conditions*.
- e) Contact Allianz Global Assistance before seeking treatment or *your* benefits may be limited or denied.
- f) In the event of a claim *your* prior medical history may be reviewed.

#### 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	LIMITS
PURCHASE SECURITY & EXTENDED WARRANTY INSURANCE	Purchase Security: up to ninety (90) days from date of purchase
Purchase Security Insurance covers against theft of, or damage to, covered <i>items</i> within the first ninety (90) days from the date of purchase when <i>you</i> charge the full <i>purchase price</i> of the <i>items</i> to the <i>cardholder's credit card</i> .	• Extended Warranty: doubles the original manufacturer's warranty to a maximum extension of one (1) year
Extended Warranty Insurance doubles the original manufacturer's warranty up to a maximum extension of one (1) year when <i>you</i> charge the full <i>purchase price</i> of the <i>items</i> to the <i>cardholder's credit card</i> .	
MOBILE DEVICE INSURANCE	Up to \$1,000 per occurrence
<ul> <li>Mobile Device Insurance provides coverage in the event <i>your mobile device</i> is lost, stolen or <i>accidentally damaged</i>, anywhere in the world when: <ul> <li>a) the full <i>purchase price</i> of the <i>mobile device</i> is charged to the <i>cardholder's credit card</i>; or</li> <li>b) all or any portion of the <i>purchase price</i> of the <i>mobile device</i> is financed with the <i>cardholder's credit card</i> through a Canadian wireless service provider.</li> </ul></li></ul>	• <i>You</i> may make one (1) claim in any twelve (12) consecutive month period subject to a maximum of two (2) claims in any forty-eight (48) consecutive month period per <i>account</i> .
COMMON CARRIER ACCIDENT INSURANCE	Up to \$150,000 per insured person
Common Carrier Insurance provides coverage in the event of <i>your</i> accidental death or dismemberment arising from an <i>accidental bodily</i> <i>injury</i> sustained while <i>you</i> are a passenger on, or while <i>you</i> are entering or exiting, any licensed <i>common carrier</i> .	
EMERGENCY MEDICAL INSURANCE	• Up to \$5,000,000 per <i>insured person</i> , per <i>trip</i>
Emergency Medical Insurance covers <i>you</i> for the <i>reasonable and customary charges</i> arising from sudden and unforeseeable circumstances while travelling outside <i>your</i> province or territory of residence.	• Eight (8) consecutive days of coverage per <i>trip</i> , if <i>you</i> are age sixty-four (64) or under on <i>your departure date</i>
CAR RENTAL – COLLISION/LOSS DAMAGE INSURANCE	Rental period of up to forty-eight (48)     consecutive days
Car Rental – Collision/Loss Damage Insurance provides coverage for damage or theft of a <i>rental</i> <i>car</i> , as well as valid <i>rental agency</i> towing charges and charges for loss-of-use, when a covered loss occurs during the period of the <i>rental car</i> <i>agreement</i> . The total rental period must not exceed forty-eight (48) consecutive days.	<ul> <li>Rental car with a Manufacturer's Suggested Retail Price (MSRP) of up to \$85,000</li> </ul>

#### 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-A (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 *primary 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 personal 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 (91<sup>st</sup>) 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 personal 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, professional, or commercial use.
- 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 8.

- 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.
- 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 primary cardholder's World 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.

*Cardholder* means the *primary cardholder*, the *primary cardholder's spouse* and/or *dependent child(ren)* who have been issued a *credit card(s)* by Brim on the *primary cardholder's account* as additional cardholders. Cardholder does not include any other individual(s) who may be named as an additional cardholder on the *account*.

*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 World 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; or
- c) cannot self-sustain independently without *your* aid or support due to mental or physical disability.

*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 primary cardholder, the primary cardholder's spouse and their dependent child(ren).

Item means a tangible piece of personal property.

*Mysterious disappearance* means when the article of *personal 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.

*Primary cardholder* means the person who applied for the *credit card* and in whose name Brim opened the *account*. A primary cardholder does not include an additional *cardholder*.

*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.

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

*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. Mobile device 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

Mobile Device Insurance provides coverage in the event *your mobile device* is lost, stolen or *accidentally damaged*, anywhere in the world.

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-A (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 mobile device is lost, stolen or accidentally damaged

If *your mobile device* is lost, stolen or *accidentally damaged*, *you* must contact Allianz Global Assistance immediately after learning of any loss or occurrence.

- From Canada and the United States call: 1-833-724-1793
- From elsewhere call collect: 1-519-513-6394

In the event *your mobile device* is *accidentally damaged, you* must contact Allianz Global Assistance for approval prior to obtaining repair services or replacing *your mobile device*, failure to do so may make *your* claim ineligible.

In the event of loss or theft of *your mobile device*, *you* must notify *your* Canadian wireless service provider to suspend *your* wireless services within forty-eight (48) hours of the date of loss. In addition, in the event of theft, *you* must also notify the police within seven (7) days of the loss.

#### 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.

## This *certificate of insurance* contains a clause which may limit the amount 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, manufacturer's warranty or extended warranty, in that it covers expenses in excess of those payable by any other plan or other 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 *primary cardholder* with respect to the Policy.

#### 2.3 Coverage eligibility

#### If the purchase price is paid in full

To be eligible for Mobile Device Insurance:

- a) you must be a resident of Canada;
- b) the <u>full</u> purchase price of the mobile device must be paid 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);
- c) if the *mobile device* is equipped with cellular data technology, *you* must activate it with a Canadian wireless service provider; and
- d) the *account* must be in *good standing*.

#### If the purchase price is financed

To be eligible for Mobile Device Insurance:

- a) you must be a resident of Canada;
- b) the *purchase price* must be fully or partially financed through a fixed-term contract with *your* Canadian wireless service provider;
- c) all *your* monthly wireless bill payments must be charged to the *cardholder's credit card* for the entire duration of the plan; and
- d) the *account* must be in *good standing*.

#### 2.4 Coverage period

#### If the full purchase price is charged to the cardholder's credit card:

Coverage begins on the ninety-first (91<sup>st</sup>) day following the date of purchase of the *mobile device* (in order to avoid overlap with Purchase Security Insurance coverage on the *credit card*).

Coverage ends on the earliest of:

- a) two (2) years from the date of purchase of your mobile device;
- 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.

### If you finance all or any portion of the *purchase price* with the *cardholder's credit card* through a fixed-term contract with a Canadian wireless service provider:

### Coverage begins on the date the first transaction related to the *mobile device* is charged to the *cardholder's credit card*.

Coverage **ends** on the earliest of:

- a) two (2) years from the date the first transaction related to the *mobile device* is charged to the *cardholder's credit card*;
- b) the date one (1) monthly wireless payment was not charged to the *cardholder's credit card* (Exception: Once *you* have fully paid the *purchase price* under *your* Canadian wireless service provider's installment plan, this reason for coverage ending no longer applies);
- 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

This insurance provides coverage in the event *your mobile device* is lost, stolen or *accidentally damaged*, anywhere in the world.

Subject to the terms and conditions of this *certificate of insurance*:

- 1. If *your mobile device* is lost or stolen, *you* will be reimbursed the replacement cost as determined below.
- 2. If your mobile device is accidentally damaged, you will be reimbursed the lesser of its repair or replacement cost as determined below.

You may make one (1) claim in any twelve (12) consecutive month period subject to a maximum of two (2) claims in any forty-eight (48) consecutive month period, per *account*. Note: Limitations apply. Refer to Limitations section 2.6.1.

The maximum benefit payable for any one (1) claim is the lesser of:

- a) the actual replacement cost of *your mobile device* not exceeding the *depreciated value*, at the date of loss, and less the *deductible*;
- b) the repair cost of your mobile device less the deductible; or
- c) \$1,000.

Note: Prior to proceeding with any action, repair services, or replacement of the *mobile device*, *you* must obtain *our* approval in order to ensure eligibility for payment of *your* claim.

#### Examples

If *you* purchase a new *mobile device* with a *purchase price* of \$1,000 and file a claim for loss six (6) months after purchase, the maximum reimbursement will be calculated as follows:

Purchase price		\$1	,000.00
Less depreciation	(2% x 6 months x \$1,000)	\$	120.00
Equals depreciated value		\$	880.00
Less deductible	(10% x \$880)	\$	88.00
Maximum Benefit Payable		\$	792.00

If *your mobile device* is lost or stolen and, upon approval of *your* claim, *you* purchase a replacement *mobile device* for a price of \$1,000 including applicable taxes, the maximum benefit payable to *you*, as per the example provided, would be \$792.00.

A replacement *mobile device* must be of the same make and model as the original *mobile device*, or in the event the same make and model is not available, of like kind and quality with comparable features and functionality as the original *mobile device*.

If *you* purchase a new *mobile device* with a *purchase price* of \$1,000 and file a claim six (6) months after purchase for a repair cost of \$300 inclusive of tax, the maximum reimbursement will be calculated as follows:

Repair Cost		\$300.00
Less deductible	(10% x \$300)	\$ 30.00
Maximum Benefit Payable		\$270.00

#### **Payment of Benefits**

Once we approve your claim, you can proceed with the repair or replacement of your mobile device. Benefits payable under this coverage will be paid upon receipt of evidence that the repair or replacement cost has been charged to the cardholder's credit card.

#### 2.6 Limitations and Exclusions

#### 2.6.1 Limitations

- a) Benefits are only available to the extent that the *mobile device* 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 *mobile device* 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 over any other valid and collectible insurance that would apply in the absence of this coverage. If the deductible of the other insurance is higher than this coverage, this coverage will respond subject to its *deductible*.
- b) If you have one (1) or more credit card(s) issued to you by Brim that provide mobile device insurance, the maximum number of claims under all such credit card accounts combined is limited to one (1) claim in any twelve (12) consecutive month period and two (2) claims in any forty-eight (48) consecutive month period.
- c) This insurance provides certain benefits for which the manufacturer may not provide coverage. However, this insurance does not replace the manufacturer's warranty or warranty obligations. Furthermore, the manufacturer is solely responsible for parts and services that are covered by the manufacturer's warranty and warranty obligations

#### 2.6.2 Excluded items

The following *items* are excluded from coverage under this *certificate of insurance*:

#### a) *Mobile devices:*

- that have been purchased by, or for, a business.
- that have been purchased for resale.
- that have been previously used, previously owned, or refurbished.
- that have been modified from their original state.
- that are in possession or control of a third party, including but not limited to the postal service, travel carriers, or delivery services or were in such carrier's or service's possession or control when a loss occurs.
- stolen from baggage, unless such baggage is hand-carried under *your* personal supervision or *your* travelling companion's supervision with *your* knowledge.
- b) Accessories for *your mobile device*, whether included with *your mobile device* in the original manufacturer's package or purchased separately.
- c) Batteries.
- d) Laptop computers.

#### 2.6.3 General exclusions

This insurance does not cover, provide services or pay claims resulting from:

- Any loss, condition, or event that was known, foreseeable, intended, or expected when *your mobile device* 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.
- Your involvement in the commission or attempted commission of a criminal offence or illegal act.
- Civil disorder.
- Military duty.
- A natural disaster.
- Nuclear reaction, radiation, or radioactive contamination.
- Political risk.
- Terrorist events.
- War or act of war.
- Damage as a result of wear and tear, erosion, corrosion, oxidation as result of long-term exposure to air and humidity or other deterioration caused by or naturally resulting from ordinary use or exposure including but not limited to gradually developing flaws or fractures.
- Delay, loss-of-use, or incidental and consequential damages including bodily injury, property, punitive and exemplary damages and legal fees.
- Defective materials or workmanship.
- Mysterious disappearance of the mobile device.
- *Mobile devices* that are lost or *unrecoverable*.
- Voluntarily parting with the *mobile device*.
- Power surges, artificially generated electrical currents or electrical irregularities.
- Cosmetic damage that does not affect functionality.
- An act, travel alert/bulletin, or prohibition by any government or public authority.
- Confiscation by authorities.

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.

#### 2.7 Specific conditions

In addition to the specific conditions below, Mobile Device Insurance is subject to the General Provisions found in section 8.

- 1. **Due Diligence** You shall use diligence and do all things reasonable to avoid or diminish any loss of or damage to the *mobile device* protected by this insurance.
- 2. You agree to cooperate fully with *us*, and as a condition to the payment of benefits, Allianz Global Assistance 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.
- 3. **Gifts** *Mobile devices* that *you* give as gifts are covered provided the eligibility requirements are met. In the event of a claim, *you*, not the recipient of the gift, must make the claim for benefits.
- 4. **Replacement Condition** If a *mobile device* was replaced under this coverage, the replacement *mobile device* must be charged to the *cardholder's credit card* in order for this coverage to apply to the replacement *mobile device*.

#### 2.8 Definitions

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

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

Account means the primary cardholder's World 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.

*Cardholder* means the *primary cardholder*, the *primary cardholder's spouse* and/or *dependent child(ren)* who have been issued a *credit card(s)* by Brim on the *primary cardholder's account* as additional cardholders. Cardholder does not include any other individual(s) who may be named as an additional cardholder on the *account*.

*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 World Mastercard® that Brim issued to the cardholder to use the account.

*Deductible* means the dollar amount for which *you* are responsible before any amount is payable under this *certificate of insurance*. For a replacement claim, the deductible is equal to 10% of the *depreciated value*, at the date of loss, of the *mobile device* subject to a \$25 minimum. For a repair claim, the deductible is equal to 10% of the repair cost subject to a \$25 minimum.

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; or
- c) cannot self-sustain independently without *your* aid or support due to mental or physical disability.

*Depreciated value* means the *purchase price* of the *mobile device* less the depreciation cost of 2% for each completed month from the date of purchase.

*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 primary cardholder, the primary cardholder's spouse and their dependent child(ren).

Item means a tangible piece of personal property.

*Mobile device* means a new cellular phone, smartphone or tablet (portable single-panel touchscreen computer), which has wireless communication capabilities and which has been purchased for personal use.

*Mysterious disappearance* means when the *mobile device* 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.

*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.

*Primary cardholder* means the person who applied for the *credit card* and in whose name Brim opened the *account*. A primary cardholder does not include an additional *cardholder*.

*Purchase price* means the full cost of the *mobile device* including any applicable sales taxes less any costs or fees associated with the purchase of the *mobile device* such as insurance premiums, customs duty, delivery and transportation costs or similar costs or fees. 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.

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

Unrecoverable means the specific location of the mobile device is known to you but is not able to be recovered.

*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. Common carrier insurance

In this *certificate of insurance*, certain terms have defined meanings. Defined terms are italicized throughout this document. Please see section 3.10 for a list of defined terms.

#### 3.1 Introduction

Common Carrier Insurance provides coverage in the event of *your* accidental death or dismemberment resulting from an *accidental bodily injury* sustained while *you* are a passenger on, or while *you* are entering or exiting, any licensed *common carrier* provided that the <u>full</u> cost of *your ticket* is charged to the *cardholder's credit card*.

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-A (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.

#### 3.2 What to do if you experience a loss

In the event of a loss, you must contact Allianz Global Assistance

- From Canada and the United States call: 1-833-724-1793
- From elsewhere call collect: 1-519-513-6394

#### IMPORTANT NOTICE – PLEASE READ CAREFULLY

- 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.
- 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 *primary cardholder* with respect to the Policy.

#### 3.3 Coverage eligibility

To be eligible for Common Carrier Insurance:

- a) *you* must be a resident of Canada;
- b) you must pay the <u>full</u> cost of your ticket, including any applicable taxes and/or fees, 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.

#### 3.4 Coverage period

If the <u>full</u> cost of the *ticket* has been charged to the *cardholder's credit card* <u>prior to departure</u> for the airport, terminal, port or station, coverage is provided:

- a) for *common carrier* travel (not including courtesy transportation provided without a specific charge), directly to the airport, terminal, port or station, immediately preceding the scheduled departure of the *common carrier*,
- b) while at the airport, terminal, port or station; and
- c) for *common carrier* travel (not including courtesy transportation provided without a specific charge) immediately following the scheduled arrival of the *common carrier* at the airport, terminal, port or station.

Note: If the <u>full</u> cost of *your ticket* has not been charged to the *cardholder's credit card* prior to departure for the airport, terminal, port or station, coverage begins at the time the full cost of *your ticket* is charged to the *cardholder's credit card*.

#### 3.5 Coverage benefits

The following *benefit amounts* are payable for *your loss* resulting from an *accidental bodily injury* that occurs while *you* are a passenger on, or while *you* are entering or exiting, any licensed *common carrier*. The *loss* must occur within one (1) year from the date of the accident:

Loss	Benefit Amount
Loss of Life	\$150,000
Loss of Both Hands and/or Both Feet	\$150,000
Loss of One Foot or One Hand and the Entire Sight of One Eye	\$150,000
Loss of Entire Sight of Both Eyes	\$150,000
Loss of One Hand and One Foot	\$150,000
Loss of Speech and Hearing	\$150,000
Loss of One Hand or One Foot	\$75,000
Loss of Entire Sight of One Eye	\$75,000
Loss of Speech or Hearing	\$75,000
Loss of Thumb and Index Finger on the Same Hand	\$37,000

We will pay the single largest applicable *benefit amount*. In no event will duplicate request forms or multiple credit cards obligate *us* to pay any amount in excess of the stated *benefit amount* for any one *loss* sustained by any one *insured person* as the result of any one accident.

If more than one *insured person* suffers a *loss* in the same accident, *our* total liability for all such *losses* will be limited to a maximum limit of insurance equal to \$500,000. The total amount payable with respect to the covered *insured persons* suffering a *loss* will be proportionately divided among the covered *insured persons* suffering a *loss*, based on each applicable *benefit amount*.

#### 3.6 Exposure and disappearance

If by reason of an accident covered under this *certificate of insurance* an *insured person* is unavoidably exposed to the elements and as a result of such exposure suffers a *loss* for which indemnity is otherwise payable hereunder, such *loss* will be covered hereunder. If the body of an *insured person* has not been found within twelve (12) months after the date of disappearance as the result of the sinking or wrecking of a *common carrier* in which the *insured person* was riding at the time of the accident and under such circumstances as would otherwise be covered hereunder, it will be presumed that the *insured person* suffered loss of life resulting from *accidental bodily injury*.

#### 3.7 Beneficiary

Any loss of life benefit payable under this *certificate of insurance* will be paid to *your* estate, unless a beneficiary designation has been filed with Allianz Global Assistance. All other benefits are payable to *you*. If *you* wish to designate a specific beneficiary, please contact Allianz Global Assistance at 1-833-724-1793 or 1-519-513-6394.

#### 3.8 Limitations and exclusions

This insurance does not cover, provide services for or pay claims resulting from:

- Any loss, condition, or event that was known, foreseeable, intended, or expected when *your trip* was purchased. This includes but is not limited to any cause of loss, condition, or event that, on or before the *trip*'s initial deposit or booking date, was named or otherwise identified by (i) a Coverage Alert posted to www.allianztravelinsurance.com/coverage-alerts or (ii) The Meteorological Service of Canada (MSC) or other entity that names or identifies meteorological or geological storms or events.
- An act committed with the intent to cause loss.
- 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.
- Cyber risk.
- Military duty.
- A Natural disaster.
- Nuclear reaction, radiation, or radioactive contamination.
- Political risk.
- Terrorist events.
- War or act of war.
- A pre-existing medical condition.
- Your intentional self-harm or if you attempt or commit suicide.
- 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.
- Operating or working as a crew member (including as a trainee or learner/student) aboard any aircraft or commercial vehicle or commercial watercraft.
- An *epidemic* or *pandemic*.
- An act, travel alert/bulletin, or prohibition by any government or public authority.
- Any *travel supplier's* complete cessation of operations due to financial condition, with or without filing for bankruptcy.
- Space travel.

## 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.

#### 3.9 Specific conditions

In addition to the specific conditions below, Common Carrier Insurance is subject to the General Provisions found in section 8.

- 1. **Due Diligence:** You shall use diligence and do all things reasonable to avoid or diminish any *loss* or *accidental bodily injury*.
- 2. You agree to cooperate fully with us, and as a condition to the payment of benefits, Allianz Global Assistance reserves the right to obtain all pertinent records or information from any physician, dentist, practitioner, hospital, clinic, insurer, individual or institution to assess the validity of a claim submitted by or on behalf of any insured person. Failure to provide the requested documentation to substantiate your claim under this certificate of insurance will invalidate your claim.
- 3. **Physical Examination:** Allianz Global Assistance has the right to investigate the circumstances of *loss* and to require a medical examination; and in the event of death to require an autopsy at *our* cost, if not prohibited by law.

#### 3.10 Definitions

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

Accidental bodily injury means bodily injury caused directly and independently of all other causes by external and purely accidental means. The accident must occur during the coverage period and the *loss* to which the insurance applies must result within three hundred and sixty-five (365) days of the date of the bodily injury and must not result from any of the exclusions.

Account means the primary cardholder's World 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.

Benefit amount(s) means the loss amount set out in this certificate of insurance applicable at the time the full cost of your ticket was charged to the cardholder's credit card.

*Cardholder* means the *primary cardholder*, the *primary cardholder's spouse* and/or *dependent child(ren)* who have been issued a *credit card(s)* by Brim on the *primary cardholder's account* as additional cardholders. Cardholder does not include any other individual(s) who may be named as an additional cardholder on the *account*.

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*.

*Common carrier* means a passenger plane, bus, taxi, car service, train, cruise ship or government-operated ferry system offering its transportation services to paying passengers at published rates and scheduled times.

*Computer System* means any computer, hardware, software, or communication system or electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud, microcontroller, or similar system, including any associated input, output, data storage device, networking equipment, or backup facility.

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

*Cyber risk* means any loss, damage, cost, or claim resulting directly or indirectly from a travel supplier's or other entity's error or inability or failure to provide services to you because of significant or widespread (i) outage or (ii) disrupted operations, either of which are due to any of the following:

- Any unauthorized, malicious, or criminal act, or the threat of such act(s), involving access to, or the processing, use, or operation of, any *computer system*;
- Any error or omission involving access to, or the processing, use, or operation of, any *computer system*;
- Any partial or total unavailability or failure to access, process, use, or operate any *computer system*; or
- Any loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any data, including any amount pertaining to the value of such data.

*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; or
- c) cannot self-sustain independently without your aid or support due to mental or physical disability.

*Epidemic* means a contagious disease recognized or referred to as an epidemic by a representative of the World Health Organization (WHO) or an official government authority.

*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 primary cardholder, the primary cardholder's spouse and their dependent child(ren).

*Loss*, with reference to loss of life, means death, including clinical death determined by the local governing medical authorities. Loss means, with reference to a hand or foot, complete and permanent severance through or above the wrist or ankle joint; with reference to arm or leg means complete and permanent severance through or above the elbow or knee joint; with reference to thumb and index finger means complete and permanent severance of the thumb and index finger of the same hand. With reference to hearing, loss means the permanent and irrecoverable total loss of hearing in both ears, as determined by a *physician*; with reference to sight, loss means the permanent and irrecoverable loss of the entire sight, meaning that the remaining vision must be no better than 20/200 using a corrective aid or device as determined by a *physician*; with reference to speech, loss means the permanent and irrecoverable total loss of the and irrecoverable total loss of the capability of speech without the aid of mechanical devices, as determined by a *physician*.

*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.

*Pandemic* means an *epidemic* that is recognized or referred to as a pandemic by a representative of the World Health Organization (WHO) or an official government authority.

*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.

*Primary cardholder* means the person who applied for the *credit card* and in whose name Brim opened the *account*. A primary cardholder does not include an additional *cardholder*.

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

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

*Ticket* means evidence of <u>full</u> fare, including any applicable taxes and/or fees, paid for travel on a *common carrier*, which has been completely charged to the *account* and/or paid through the redemption of points earned under the *credit card rewards program*.

*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.

*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.

#### 4. Emergency medical insurance

In this *certificate of insurance*, certain terms have defined meanings. Defined terms are italicized throughout this document. Please see section 4.7 for a list of defined terms.

#### 4.1 Introduction

Emergency Medical Insurance covers *you* for the *reasonable and customary* charges *a*rising from sudden and unforeseeable circumstances while travelling outside *your* province or territory of residence.

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-A (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.

#### 4.2 What to do in the event of a medical emergency

If *you* require **medical care** while travelling, it is critical that *you* contact Allianz Global Assistance before seeking *treatment*. In a serious medical *emergency*, get to a *hospital* immediately and have a *family member* or friend call Allianz on *your* behalf within 24 hours of admission and before any surgery is performed.

**Please note:** If *you* do not notify Allianz Global Assistance prior to seeking *treatment* without reasonable cause, *we* will only pay 80% of the **eligible medical expenses**. *You* will be responsible for paying the remaining 20% of eligible expenses.

For additional travel assistance needs or questions, please contact Allianz Global Assistance.

- 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 insurance may not cover claims related to pre-existing medical conditions.
- In the event of a claim your prior medical history may be reviewed.
- 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 *primary cardholder* with respect to the Policy.
- Neither Allianz Global Assistance, nor Brim are responsible for the availability, quality or results of any medical *treatment* or transportation, or the failure of an *insured person* to obtain medical *treatment*.

#### 4.3 Eligibility

To be eligible for Emergency Medical coverage, all of the following conditions must be met:

- a) *you* must be a resident of Canada and be insured for benefits under a Canadian government health insurance plan during the entire *trip*;
- b) you must be age sixty-four (64) or under on your departure date; and
- c) the account must be in good standing.

Note: The *trip* does not need to be charged to the *cardholder's credit card* to be eligible for the *emergency* medical benefits provided that the *account* is in *good standing*.

#### 4.4 Coverage period

#### When Your Coverage Starts

Your coverage starts on the effective date.

The *effective date* is the date *you* leave *your* province or territory of residence. You will be covered for the first eight (8) consecutive days of *your trip*, including *your departure date*.

#### When Your Coverage Ends

Your coverage ends on the earliest of:

- a) the date you have been absent from your province or territory of residence for more than eight (8) consecutive days, including your departure date;
- b) the date you return to your province or territory of residence;
- 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.

#### Automatic extension of coverage

- **Medically unfit to travel:** If *you* or *your travelling companion* is deemed unfit to travel due to a covered *sickness* or *injury, your* coverage will be extended until *you* or *your travelling companion* is deemed fit to travel, plus an additional five (5) days to travel to *your* province or territory of residence. Allianz Global Assistance medical staff in consultation with the attending physician will determine when *you* or *your travelling companion* is deemed fit to travel.
- **Transportation Delay:** If *your common carrier* is delayed, or the automobile in which *you* are travelling is involved in a traffic accident or mechanical breakdown, preventing *you* from returning on *your* scheduled return date, *your* coverage will be automatically extended for up to 72 hours.

#### 4.5 Coverage benefits

We will pay insured losses up to an overall coverage maximum of \$5,000,000 for *reasonable and customary* expenses arising from an unexpected *sickness* (including being diagnosed with an *epidemic* or *pandemic* disease such as COVID-19) or *injury* or *medical condition*, when both the *incident date* occurs and the expenses are incurred during the *coverage period*. Any *treatment* or service not listed below is not covered. The benefits and coverage are available to *you* worldwide other than in *your* home province or territory of residence.

Some benefits are subject to lower maximums (a sublimit) or require advance approval by Allianz Global Assistance.

#### 4.5.1 Emergency Care

- Hospital accommodation in a private or semi-private room, medical services and supplies when
  medically necessary for *your treatment* when *you* are a resident inpatient. *Your* accommodation at
  the hospital shall not exceed the maximum amount of time allowable and covered under the
  Emergency Medical Limit and any stay over such period of time shall be at *your* cost and not
  payable by *us*.
- Medical professional services, including virtual visits, provided by a *physician*. Services of anesthesiologists, specialists and surgeons shall require the advance approval of Allianz Global Assistance. Failure to obtain the advance approval may result in a reduction in the insured losses payable.

- Medically necessary lab tests or x-rays to obtain a diagnosis for *your emergency*, when ordered by a *physician*. All other diagnostic testing shall require the advance approval of Allianz Global Assistance. Failure to obtain the advance approval may result in a reduction in the insured losses payable.
- One (1) follow-up visit during *your coverage period* when declared medically necessary by a *physician*. The follow-up visit must occur within the 15 days after the *incident date* (or 15 days after *your* discharge date, if hospitalized). Additional follow up visits shall require the advance approval of Allianz Global Assistance. Failure to obtain the advance approval may result in a reduction in the insured losses payable.
- Up to \$5,000 for private medically related duty services performed by a licensed registered nurse when approved in advance by Allianz Global Assistance.
- One (1) visit during *your coverage period* to a *physician* to obtain a written prescription for *your* medication if it was lost, stolen or damaged during *your trip*. The cost of the medication is *your* responsibility and not covered by this *certificate of insurance*.

#### 4.5.2 Supplies

• Rental of crutches or hospital-type bed, not exceeding the purchase price; and the cost of splints, trusses, braces or other prosthetic appliances when approved in advance by Allianz Global Assistance.

#### 4.5.3 Treatment

- Physiotherapist, chiropractor, podiatrist, chiropodist services to treat *your emergency* when medically necessary. *We* will pay up to a maximum of \$300 per profession.
- Prescriptions required as an outpatient as a result of *your* covered *sickness* or *injury* are limited to a 30 day supply. This does not include medication available without a prescription where *treatment* is received.

#### 4.5.4 Dental

If *you* experience a dental *accident* or *emergency*, *we* will pay for the *reasonable and customary* expenses related to the services that are provided by a licensed dentist, for the following:

- Damage to *your* natural teeth (including capped or crowned teeth) caused by an *accidental* and unintentional strike to the face, up to a maximum of \$2,000, or
- Relief of temporary dental pain you experience while on your trip up to a maximum of \$150.

#### 4.5.5 Emergency Transportation

If *you* require transportation to get to a medical facility to obtain medical *treatment* due to an unexpected *sickness* or *injury we* will pay for the following *reasonable and customary* expenses:

- Local transportation, or local ground, air or sea ambulance (including mountain or sea evacuation) to the nearest *hospital*.
- Emergency transportation to another medical facility when required to receive appropriate care.
- Emergency transportation to return *you* to Canada once *your* condition has stabilized according to the opinion of *your* treating or attending *physician*.

Emergency transportation must be approved in advance and arranged by Allianz Global Assistance. Arrangements for transportation are subject to availability of appropriate care, a receiving bed and a receiving *physician* at the receiving medical facility. If required, this will include additional expenses such as seat upgrades, stretchers, a medical attendant or approved *family member* to accompany *you*.

Note: If *you* refuse to be transported when *you* are declared fit and stable to travel by Allianz Global Assistance in consultation with the attending *physician*, *you* will no longer have coverage and be eligible to receive payments for insured losses for the *medical condition* that caused *your* claim for the remainder of the trip.

The following benefits apply if you are returned to Canada under the Emergency Transportation benefit.

#### 4.5.6 Baggage Return

We will pay up to \$500 to ship your baggage to your primary residence if it cannot be returned with you under the Emergency Transportation benefit.

#### 4.5.7 Return of Travelling Companion

We will pay for the following *reasonable and customary* expenses when approved in advance by Allianz Global Assistance:

- Extra cost for one-way economy transportation for *your dependent child(ren)* requiring *your* fulltime supervision and care or one (1) *travelling companion* to return to their province or territory of residence, and
- Round trip economy transportation for the cost of one (1) attendant or one (1) approved *family member* to return *your dependent child(ren)* requiring *your* full-time supervision and care to their province or territory of residence.

#### 4.5.8 Additional Expenses While Hospitalized

#### These benefits apply if *you* are hospitalized for a minimum of 24 hours.

#### Incidental Expenses

When supported by receipts, we agree to pay for the following incidental *reasonable and customary* expenses incurred by *you* or any person insured under this *certificate of insurance* staying with *you*:

- Meals;
- Commercial *accommodation*;
- Phone calls;
- TV rental or internet rental fees;
- Local transportation; and
- Child care provided by someone other than your travelling companion or family member (if a dependent child was travelling with you).

There is a per trip maximum of \$200 per day, up to a maximum of \$2,000 per trip for this benefit.

#### 4.5.9 Bedside Companion

In the event:

- You are hospitalized and a *physician* advises a *family member* or a friend's presence is necessary; or
- Local authorities legally require *your* remains to be identified if *you* die as result of an unexpected *sickness* or *injury*;

*we* will pay for the following bedside companion expenses only when approved in advance by Allianz Global Assistance:

- Round-trip economy transportation to bring one (1) *family member* or one (1) friend to *your* location, and
- Commercial *accommodation*, meals, phone calls and local transportation expenses. There is a per *trip* maximum of \$200 per day, up to a maximum of \$2,000 applicable for this benefit.

#### 4.5.10 Pet Return

This benefit applies if *you* are returned to *your* province or territory of residence under the Emergency Transportation Benefit, or if *you* are hospitalized due to a covered *sickness* or *injury*. *We* agree to reimburse *you* up to \$500 for:

- The cost to return *your* pet(s) to *your* province or territory of residence; or
- The cost to board your pet(s) while you are hospitalized.

Pet means an animal owned by *you* for *your* personal companionship, emotional support or medical service purposes. Pet(s) not travelling with *you* and animals owned for commercial or business purposes are not covered. If *you* are travelling with more than one (1) pet, the maximum payable for all pets combined is \$500.

#### 4.5.11 Return of Vehicles/Watercraft

This benefit applies if *you* cannot return to Canada with *your* vehicle or watercraft that *you* took with *you* and used for *your trip*, due to a covered unexpected *sickness* or *injury*. We will pay up to a total of \$1,000 to return *your* vehicle or watercraft used for *your trip* to its point of origin, or in the case of a rental vehicle, to the closest rental agency.

Watercraft means a personal boat either owned or rented by you.

#### 4.5.12 Return of Deceased

In the event of *your* death due to a covered unexpected *sickness* or *injury*, *we* will pay for one (1) of the following:

- The *reasonable and customary* costs to prepare and return *your* remains, in a standard transportation container, back to *your* province or territory of residence, or
- Up to \$3,000 for the cremation or burial at the place of *your* death.

The cost of a funeral, burial coffin, or urn is not covered.

#### 4.6 Limitations and exclusions

#### 4.6.1 Pre-existing medical conditions

Expenses that are due to, contributed by, or resulting from pre-existing *medical conditions*, may qualify for coverage, if *your* pre-existing *medical condition* meets the **stability period**. All exclusions, including those for specific *medical conditions*, still apply.

#### IMPORTANT:

Pre-existing *medical conditions* that are stable for 90 days before the *effective date* qualify for coverage, up to the **o**verall sum insured.

To be considered stable during *your* stability period, *your* pre-existing *medical condition* or related conditions must not have resulted in any of the following:

- New *treatment* (including new prescriptions),
- Change in treatment including frequency, dosage or type (including prescriptions),
- Signs or symptoms,
- A new diagnosis,
- Test results showing your condition is worsening,
- Hospitalization,
- A referral to a specialist, received or recommended, or
- Waiting for any test results, further investigation, or surgery.

The following are considered stable:

- Diabetic Insulin users Routine insulin adjustment not prescribed by *your physician*, as long as insulin was not first prescribed during *your* stability period,
- Cumadin, Warfarin users Routine adjustment of these medications, as long as Coumadin or Warfarin were not first prescribed during *your* stability period,
- A change from a brand name medication to a generic medication, or
- 30 days prior to *your effective* date and did not require:
  - o treatment (including prescriptions) for more than 30 consecutive days, or
  - more than one (1) follow-up with a *physician*.

#### 4.6.2 General exclusions

This section describes the exclusions applicable to your certificate of insurance.

An exclusion is something that is not covered by this *certificate of insurance*, and therefore no payment would be available.

This *certificate of insurance* does not provide coverage for any loss that results directly or indirectly from any of the following general exclusions if they affect *you*, a *travelling companion*, or a *family member*:

- 1. Pre-existing *medical conditions* that do not meet *your* stability period as stated in Pre-existing Medical Conditions in section 4.6.1.
- 2. An unrepaired aneurysm 4 cm or greater, measured in either length or diameter, diagnosed at any time before the *effective date*.
- 3. Any *heart condition* if *you* used or were prescribed nitroglycerin in the 90 days before the *effective date*.
- 4. Any *heart condition* if *you* were diagnosed with, received *treatment* for, or had an episode of congestive heart failure in the two (2) years before the *effective date*.
- 5. Any kidney condition that required dialysis in the 90 days before the *effective date*.
- 6. Any *lung/respiratory condition* if *you* used or were prescribed home oxygen or oral steroids (inhalers are not considered oral steroids) for a *lung/respiratory condition* in the 90 days before the *effective date*.
- 7. Any cancer if *you* had any cancer *treatment* (other than for basal or squamous cell skin cancer or breast cancer treated only with hormone therapy) in the 90 days before the *effective date*.
- 8. Any bone marrow, stem cell, or organ transplant (excluding skin or cornea) received or recommended in the two (2) years before the *effective date*.
- 9. Dental procedures, except as otherwise described in the Dental benefit.
- 10. The following pregnancy related conditions:
  - a) Routine pre-natal or post-natal care;
  - b) Pregnancy, childbirth or related complications after the 31st week of pregnancy; or
  - c) High-risk pregnancy. High-risk pregnancy means a pregnancy involving a *medical condition* that puts the mother, the developing fetus or both at a higher than normal risk of developing medical complications during or after the pregnancy and birth. These *medical conditions* include, but are not limited to, preeclampsia, eclampsia, hypertension, Rh incompatibility, gestational diabetes, or placenta previa.

A child born during a *trip* is not an *insured person* under this *certificate of insurance*.

- 11. Continued *treatment* or recurrence of a *medical condition* during your trip, if:
  - a) The *emergency* is declared over by Allianz Global Assistance in conjunction with the treating or attending *physician*; or
  - b) You refuse to be transported to another medical facility or to Canada when you are declared safe and fit to travel by Allianz Global Assistance in conjunction with the opinion of the treating physician. As of the date you refuse to be transported, you will no longer have coverage for the medical condition that caused your claim.
- 12. Any of the following *treatment(s)*:
  - a) *Treatment* not related to an *emergency*;
  - b) Elective *treatment*; or
  - c) Experimental *treatment*.
- 13. Your travel to a country, region or city with a published formal travel advisory issued by the Canadian government or responsible ministry or public authority, before *your effective date*, advising travellers to avoid all travel, or to avoid non-essential travel, and *you* have an *emergency* or *medical condition* related to the reason for the travel warning, *your* claim will not be paid. This includes written warnings to avoid non-essential travel, on a *common carrier*.
- 14. Your:
  - a) Non-compliance with prescribed *treatment* or medical therapy before or after the *effective date*, or
  - b) Misuse of medication before or after the *effective date*.

- 15. Any loss, condition, or event that was known, foreseeable, intended, or expected when *your trip* was booked.
- 16. Your intentional self-harm or if you attempt or commit suicide.
- 17. 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.
- 18. Acts committed with the intent to cause loss.
- 19. Participating in or training for any *professional sporting competition*.
- 20. Operating or working as a crew member (including as a trainee or learner/student) aboard any aircraft or commercial vehicle or commercial watercraft.
- 21. Participating in extreme, high-risk sports and activities in general and the following activities in particular:
  - a) Skydiving, BASE jumping, hang gliding, or parachuting.
  - b) Bungee jumping.
  - c) Caving, rappelling, or spelunking.
  - d) Skiing or snowboarding outside marked trails or in an area accessed by helicopter.
  - e) Climbing sports or free climbing.
  - f) Any high-altitude activity.
  - g) Personal combat or fighting sports.
  - h) Racing or practicing racing any motorized vehicle or watercraft.
  - i) Free diving; or Scuba diving at a depth greater than 20 meters or without a dive master.

For high-risk sports and activities that are not expressly excluded to be covered, they must be:

- i. Arranged as part of *your trip*;
- ii. Provided by a company that is regulated or licensed where required; and
- iii. Not otherwise prohibited by law.

You must wear all recommended safety equipment while participating in *your* high-risk sports and activities and the *sporting equipment* must be used in the manner for which it was intended in order to be eligible for coverage.

- 22. An *illegal act* resulting in a conviction, except when *you*, a *travelling companion*, a *family member*, or *your service animal* is the victim of such act.
- 23. Natural disaster.
- 24. Air, water, or other pollution, or the threat of a pollutant release, including thermal, biological, and chemical pollution or contamination.
- 25. Nuclear reaction, radiation, or radioactive contamination.
- 26. War (declared or undeclared) or act of war.
- 27. Military duty.
- 28. Political risk.
- 29. Civil disorder or unrest.
- 30. An act of negligence or gross negligence or any omission or failure, by *you* or a *travelling companion*, to exercise the standard of care expected of a reasonable person in similar circumstances.
- 31. Acts, travel alerts/bulletins, or prohibitions by any government or public authority.
- 32. Travel against the orders or advice of any government or other public authority.
- 33. Travel against the orders or advice of a *physician*.
- 34. Travel to receive *treatment* or alternative therapy of any kind.

## 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.

#### 4.7 Definitions

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

Accident(al) means an unexpected and unintended event that causes injury, property damage, or both.

Account means the primary cardholder's World Mastercard® account, established in Canada by Brim.

Baggage means personal property you take with you or acquire on your trip.

*Cardholder* means the *primary cardholder*, the *primary cardholder's spouse* and/or *dependent child(ren)* who have been issued a *credit card(s)* by Brim on the *primary cardholder's account* as additional cardholders. Cardholder does not include any other individual(s) who may be named as an additional cardholder on the *account*.

*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.

*Climbing sports* means an activity utilizing harnesses, ropes, belays, crampons, or ice axes. It does not include supervised climbing on artificial surfaces intended for recreational climbing.

*Cohabitant* means a person *you* currently live with and have lived with for at least 12 consecutive months and who is at least 18 years old.

Coverage period means the first eight (8) consecutive days of your trip, including your departure date.

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

Departure date means the date on which you depart on your trip.

*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; or
- c) cannot self-sustain independently without *your* aid or support due to mental or physical disability.

*Emergency* means a sudden, unforeseen *sickness* or *injury* occurring during the *coverage period* that requires immediate *treatment* and cannot reasonably be delayed. An emergency is deemed to no longer exist when medical evidence indicates that *you* are able to continue *your trip* or return to *your* province or territory of residence.

Effective date means the date stated in the coverage period section.

*Epidemic* means a contagious disease recognized or referred to as an epidemic by a representative of the World Health Organization (WHO) or an official government authority.

*Expiry date* means the date stated in the *coverage period* section.

Family member means your:

- Spouse (by marriage, common law, or civil union) or *domestic partner*.
- Parents and stepparents.
- Children, stepchildren, foster children, adopted children, and children currently in the adoption process.
- Siblings and stepsiblings.
- Grandparents and grandchildren.
- The following in-laws: mother, father, son, daughter, brother, sister, and grandparent.
- Aunts, uncles, nieces, and nephews.
- Legal guardians and wards.
- Paid, live-in caregivers.

*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*.

*Heart condition* includes angina or chest pain, arrhythmia, coronary artery disease, congenital heart defect, acute and chronic heart failure, cardiomyopathy, myocardial infarction, cardiac tamponade, cardiogenic shock, cardiogenic syncope, heart block, heart murmur, and any other condition relating to the heart or cardiovascular system like carotid artery occlusions, vessel dissection and aneurysms of the great vessels.

*High-altitude activity* means an activity that includes, or is intended to include, going above 4500 meters in elevation, other than as a passenger in a commercial aircraft.

*Hospital* means a medical facility or institution incorporated, registered and licensed as a hospital by the local jurisdiction that operates and functions for the provision of care and *treatment* of resident inpatients and where medically related services such as diagnosis, testing, *treatment* and surgery are provided and/ or made available to patients. A hospital shall have organized facilities on its premises or on a facility available to it that can provide accommodations for resident in-patients, a laboratory, a registered graduate nurse and *physician* always on duty and an operating room where surgical operations are performed by a *physician*. This does not include a convalescent or nursing home, palliative care, home for the aged, health spa, or an institution for the care of drug addiction, alcohol addiction or persons suffering from mental or emotional disorders.

Illegal act means an act that violates law where it is committed.

*Incident date* means the first date *you* exhibited *signs or symptoms* or sought *treatment* for a *medical condition*, *sickness* or *injury*.

Injury or Injured means physical bodily harm.

Insured person means the primary cardholder, the primary cardholder's spouse and their dependent child(ren).

*Local public transportation* means local, commuter, or other urban transit system carriers (such as commuter rail, city bus, subway, ferry, taxi, for-hire driver, or other such carriers) that transport *you* or a *travelling companion* less than 150 kilometers.

*Lung/respiratory condition* includes asbestosis, bronchiectasis, chronic bronchitis, chronic obstructive pulmonary disease (COPD), emphysema, pulmonary embolism, pulmonary fibrosis, Interstitial lung diseases, lung transplant, pleural effusions, pulmonary edema, tuberculosis or any other condition relating to lungs or respiratory system.

*Medical condition(s)* means any *sickness* (including *signs or symptoms* of undiagnosed conditions), *injury*, or condition for which *you* consulted a *physician*.

*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.

*Pandemic* means an *epidemic* that is recognized or referred to as a pandemic by a representative of the World Health Organization (WHO) or an official government authority.

*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.

*Primary cardholder* means the person who applied for the *credit card* and in whose name Brim opened the *account*. A primary cardholder does not include an additional *cardholder*.

Primary residence means your permanent, fixed home address for legal and tax purposes.

*Professional sporting competition* means a sporting competition in which competitors take part at either a professional or semi-professional level, while under contract to a club or sporting organization for payment or financial remuneration.

*Quarantine* means mandatory involuntary confinement by order or other official directive of a government, public or regulatory authority, or the captain of a commercial vessel on which *you* are booked to travel during *your trip*, which is intended to stop the spread of a contagious disease to which *you* or a *travelling companion* has been exposed.

*Reasonable and Customary* means the services customarily provided or the costs customarily incurred for covered losses, which are not in excess of the standard practice or fee in the geographical area where the services are provided or costs are incurred for comparable *treatment*, services or supplies for a similar *sickness* or *injury* or *medical condition*.

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

Service animal means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Examples of work or tasks include, but are not limited to, guiding people who are blind, alerting people who are deaf, and pulling a wheelchair. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not considered work or tasks under this definition.

Sick or Sickness means any sudden illness or disease requiring the medical care or treatment of a physician.

*Signs or Symptoms* means any abnormalities observed or uncovered in any examination, or any evidence of *sickness* or *injury* experienced by *you*.

Sporting equipment means equipment or goods used to participate in a sport.

*Travel supplier* means a travel agent, tour operator, airline, cruise line, hotel, railway company, or other travel service provider.

*Travelling companion* means a person or *service animal* 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.

*Trip* means a period of time *you* are travelling outside of *your* province or territory of residence and for which coverage is in effect.

*We, Us or Our* means CUMIS General Insurance Company, a member of The Co-operators group of companies and/or AZGA Service Canada Inc. operating as Allianz Global Assistance (AGA).

You or Your means the insured person.

#### 5. 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 5.8 for a list of defined terms.

#### **5.1 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-A (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.

#### 5.2 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 *primary cardholder* with respect to the Policy.

#### 5.3 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 *rental car* must be charged to the *cardholder's credit card* and/or paid 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*. An eligible *rental car* included in a pre-paid travel package is covered if the <u>full</u> cost of the travel package was charged to the *account*;
- 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 *primary 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.

#### 5.4 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 fortyeight (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.

#### 5.5 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 \$65,000, 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.

#### 5.6 Limitations and exclusions

#### 5.6.1 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 \$65,000, 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.

#### 5.6.2 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:
  - 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.
  - 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.
  - 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.
  - 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 \$65,000 or less.
  - Vehicles that seat more than eight (8) occupants, including the driver.
  - 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.

#### 5.7 Specific conditions

In addition to the specific conditions below, Car Rental – Collision/Loss Damage Insurance is subject to the General Provisions found in section 8.

- 1. Due Diligence: The *primary 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.
- 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.

#### 5.8 Definitions

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

Account means the primary cardholder's World 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 primary cardholder and who is listed on the rental car agreement.

*Cardholder* means the *primary cardholder*, the *primary cardholder's spouse* and/or *dependent child(ren)* who have been issued a *credit card(s)* by Brim on the *primary cardholder's account* as additional cardholders. Cardholder does not include any other individual(s) who may be named as an additional cardholder on the *account*.

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 World 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 primary cardholder, the primary 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.

*Primary cardholder* means the person who applied for the *credit card* and in whose name Brim opened the *account*. A primary cardholder does not include an additional *cardholder*.

*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 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 *primary cardholder*; or if there is no such person, the person who has been living with the *primary cardholder* in a conjugal relationship and who resides in the same household as the *primary cardholder* and is publicly represented as the spouse of the *primary cardholder*. For the purposes of this insurance the *primary 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.

#### 6. Claim Filing Procedures

If *you* require medical care while travelling, it is critical that *you* call Allianz Global Assistance before seeking *treatment*. In a severe medical *emergency*, get to a *hospital* immediately and have a *family member* or friend call Allianz Global Assistance on *your* behalf within 24 hours of admission and before any surgery is performed. For more details, refer to Medical Monitoring and 24/7 Emergency Assistance in section 11.

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: <u>www.allianzassistanceclaims.ca</u>.

#### **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 and medical documentation regarding *your treatment*. Other documentation may be required and/or requested by Allianz Global Assistance.

Any expenses for documentation or required reports are your responsibility.

Incomplete information when submitting your claim will cause delay.

#### 7. Medical Monitoring and 24/7 Emergency Assistance

You can rely on Allianz Global Assistance 24 hours a day, 7 days a week. Allianz Global Assistance has a caring and experienced in-house medical team, and a worldwide network of trusted *physicians* and hospitals ready to help when an unexpected *sickness* or *injury* arises. Allianz Global Assistance will attempt to arrange direct billing with the medical facility whenever possible. Some facilities require payment up front and *you* may have to pay for *your treatment*. Be sure to keep all *your* original, itemized receipts.

Allianz Global Assistance provides the following services during a covered unexpected *sickness* or *injury*:

Ensuring you receive the most optimal healthcare solution, based on your condition and location, from the

first point of contact,

- A referral to the closest appropriate medical provider,
- Virtual care from qualified *physicians* in real-time via video or tele-conferencing, if appropriate for the situation,
- Monitoring the status of *your* medical case,
- Sharing important information and next steps related to your claim,
- Communicating with *you* and others *you* request such as *your* family, *your physician*, *travel supplier*, or consulate, and
- Coordinating Emergency Transportation arrangements, including air ambulance when immediate evacuation is required, related to *your* medical emergency.

Allianz Global Assistance will make commercially reasonable efforts to provide these services during a covered unexpected *sickness* or *injury*.

#### 8. 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,
- 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 Ontario), *The Limitations Act* (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.

#### 9. 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@allianz-assistance.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 <a href="mailto:privacy@allianz-assistance.ca">privacy@allianz-assistance.ca</a>.

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

#### 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, <u>www.allianz-assistance.ca</u>.

#### 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

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