

# **brim**

## **INSURANCE CERTIFICATES**

Mastercard®

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## **IMPORTANT INFORMATION**

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

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

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

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

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

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

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

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## Summary of benefits

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

COVERAGE	LIMITS
<p><b>PURCHASE SECURITY &amp; EXTENDED WARRANTY INSURANCE</b></p> <p>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>.</p> <p>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>.</p>	<ul style="list-style-type: none"> <li>• <b>Purchase Security:</b> up to ninety (90) days from date of purchase</li> <li>• <b>Extended Warranty:</b> doubles the original manufacturer's warranty to a maximum extension of one (1) year</li> </ul>
<p><b>MOBILE DEVICE INSURANCE</b></p> <p>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:</p> <ol style="list-style-type: none"> <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> </ol>	<ul style="list-style-type: none"> <li>• Up to \$500 per occurrence</li> <li>• <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>.</li> </ul>
<p><b>COMMON CARRIER ACCIDENT INSURANCE</b></p> <p>Common Carrier Insurance provides coverage in the event of <i>your</i> accidental death or dismemberment arising from an <i>accidental bodily 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>.</p>	<ul style="list-style-type: none"> <li>• Up to \$100,000 per <i>insured person</i></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 Co-operators 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 full *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 full *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 5.

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

## 1.7 Definitions

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

*Account* means the *primary cardholder's* 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 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 full 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 Co-operators 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 full 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 \$500 and file a claim for loss six (6) months after purchase, the maximum reimbursement will be calculated as follows:

<i>Purchase price</i>		\$ 500.00
Less depreciation	(2% x 6 months x \$500)	\$ 60.00
Equals <i>depreciated value</i>		\$ 440.00
Less <i>deductible</i>	(10% x \$440)	\$ 44.00
Maximum Benefit Payable		\$ 396.00

If *your mobile device* is lost or stolen and, upon approval of *your* claim, *you* purchase a replacement *mobile device* for a price of \$500 including applicable taxes, the maximum benefit payable to *you*, as per the example provided, would be \$440.00.

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 \$500 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 <i>deductible</i>	(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, indemnity or protection policies or contracts. This coverage will apply only as excess 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 5.

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* 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 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 full 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 Co-operators 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 full 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 full cost of the *ticket* has been charged to the *cardholder's credit card* prior to departure 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 full 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:

<b>Loss</b>	<b>Benefit Amount</b>
Loss of Life	\$100,000
Loss of Both Hands and/or Both Feet	\$100,000
Loss of One Foot or One Hand and the Entire Sight of One Eye	\$100,000
Loss of Entire Sight of Both Eyes	\$100,000
Loss of One Hand and One Foot	\$100,000
Loss of Speech and Hearing	\$100,000
Loss of One Hand or One Foot	\$50,000
Loss of Entire Sight of One Eye	\$50,000
Loss of Speech or Hearing	\$50,000
Loss of Thumb and Index Finger on the Same Hand	\$25,000

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 \$300,000. 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](http://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 5.

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* 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 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 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 full 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. Claim Filing Procedures

You must notify Allianz Global Assistance immediately after learning of any loss *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: [www.allianzassistanceclaims.ca](http://www.allianzassistanceclaims.ca).

### 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 for any benefit for which *you* may have coverage under this certificate of insurance 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* loss. 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.

## 5. General provisions

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

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

Other coverage includes but is not limited to:

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

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

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

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

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



4. **Currency:** All benefit limits stated in this *certificate of insurance* are in Canadian dollars. At the option of Allianz Global Assistance, benefits may be paid in the currency of the country where the loss occurred. If currency conversion is necessary, the exchange rate in effect on the date the service was supplied to *you* will be used.
5. **Governing Law:** The benefits, terms and conditions of the *certificate of insurance* shall be governed by the insurance laws of the province or territory in Canada where *you* normally reside.
6. **Interest:** This insurance does not pay interest on benefits or for interest on charges made to the *credit card*.
7. **Language:** *You* acknowledge that *you* were provided with the French version of this *certificate of insurance* and that, after first having the opportunity to examine the French version, *you* have expressly requested that this *certificate of insurance*, as well as the documents related to it, be drawn up in English exclusively.

*Vous reconnaissez qu'une version française du présent certificat d'assurance vous a été remise et qu'après avoir eu la possibilité d'en prendre connaissance, vous avez expressément demandé que le présent certificat d'assurance, ainsi que tous les documents s'y rattachant, soient rédigés exclusivement en anglais.*
8. **Limit on Liability:** It is a condition precedent to liability under this *certificate of insurance* that on *your departure date*, *you* know of no reason to seek medical attention.
9. **Limitation of Action:** Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta and British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act*, 2002 (for actions or proceedings governed by the laws of Ontario), *The Limitations Act* (for actions or proceedings governed by the laws of Saskatchewan), or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Quebec Civil Code*.
10. **Misrepresentation or Non-Disclosure:** *Your* failure to disclose or misrepresentation of any material fact, or fraud, at any time, shall render the entire contract null and void at our option, and any claim submitted thereunder shall not be payable.
11. **Repayment Obligations:** If, due to mistake or any other reason, *you* receive payments in excess of what this *certificate of insurance* provides, *you* shall repay the overpayment to *us* if a reimbursement request is made of *you*. If *you* fail to repay the overpayment, then without limiting any other available remedies available to *us*, *we* may deduct the amount of the overpayment from any other benefits that become payable under this *certificate of insurance*.
12. **Right to be Reimbursed (Subrogation):** In the event of a payment under the *certificate of insurance*, Allianz Global Assistance, on *our* behalf, has the right to proceed in *your* name against third parties who may be responsible for giving rise to a claim under this insurance. *We* have full rights of subrogation. *You* will execute and deliver such documents, and fully cooperate with Allianz Global Assistance, so as to allow Allianz Global Assistance to fully assert *our* right to subrogation. *You* will not do anything after the loss to prejudice such rights.
13. **Sanctions:** Benefits are not payable under this *certificate of insurance* for any losses or expenses incurred due to or as a result of *your* travel to a sanctioned country for any business or activity that would violate any Canadian or any other applicable national economic or trade sanction law or regulation.
14. **Waiver:** *We* shall be deemed not to have waived any condition of this *certificate of insurance*, either in whole or in part, unless the waiver is clearly expressed in writing and signed by *us*.
15. **You, your** heirs and assigns consent to the venue of any action or arbitration being only in the province or territory where the *certificate of insurance* was issued and at a venue *we* and/or Allianz Global Assistance choose.

## 6. 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](mailto: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](mailto: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 [privacy@allianz-assistance.ca](mailto:privacy@allianz-assistance.ca).

For a complete copy of our Privacy Policy please visit [www.allianz-assistance.ca](http://www.allianz-assistance.ca).

**How often do we update this privacy notice?**

We regularly review this Privacy Notice. We will ensure the most recent version is available on our website, [www.allianz-assistance.ca](http://www.allianz-assistance.ca).

**CONTACT INFORMATION****ADMINISTRATOR****ALLIANZ GLOBAL ASSISTANCE**

Please contact Allianz Global Assistance with any questions or claims.  
700 Jamieson Parkway  
Cambridge, ON N3C 4N6  
Canada  
Toll-free Canada/U.S.A.: 1-833-724-1793

**INSURER****CUMIS General Insurance Company**

P.O. Box 5065, 151 North Service Road  
Burlington, ON L7R 4C2  
Canada  
Toll-free Canada/U.S.A.: 1-800-263-9120

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