



#### **CERTIFICATE OF INSURANCE & DISCLOSURE STATEMENT**

Certificate Effective Date: May 13, 2024

The Credit Protection Insurance Plan (the "Policy") is available to Fincentify Inc dba Nyble ("Nyble"), as Insured, in the event that a Membership Subscriber is unable to fulfill their obligation to repay a Line of Credit obligation under the Financing Contract with the Insured due to a disability or involuntary unemployment that prevents the Membership Subscriber from working. The Credit Protection Insurance is a value added benefit to Nyble Membership Subscribers and is automatically provided to Nyble Membership Subscribers in good standing, at no additional cost to the Membership Subscriber.

When Nyble enrolls in the Policy, Nyble is enrolling directly with Trans Global Insurance and Trans Global Life insurance. This Certificate of Insurance, plus the insurance premiums billed directly to Nyble, paid monthly, are evidence of insurance under the Policy, provided the insurance has not been terminated in accordance with the provisions outlined in this Certificate of Insurance.

The Policy is underwritten pursuant Policy Numbers NYB-02012024-P and NYB-02012024-L with the following coverages they provide under the Policy:

Quebec Residents	Residents In all Provinces (Except Quebec)
Trans Global Life Insurance Company	Trans Global Insurance Company
(NYB - 02012024-L)	(NYB-02012024-P)
Part A: Involuntary Unemployment	Part A: Involuntary Unemployment
Part B: Involuntary Unemployment (Self Employed Individuals)	Part B: Involuntary Unemployment (Self Employed Individuals)
	Trans Global Life Insurance Company
Part C: Disability	(NYB-02012024-L)
	Part C: Disability

This Certificate of Insurance outlines what is covered along with the conditions under which a payment will be made. It also provides instructions on how to make a claim. It is important that Nyble reads this Certificate of Insurance carefully and understands coverage is subject to certain limitations or exclusions.

This Certificate of Insurance is not a contract of insurance and contains only a summary of the principal provisions of the Policy.

Please refer to the Definition section or to the applicable description of benefits for the meanings of all bolded terms.

This Certificate of Insurance replaces all Certificate of Insurance previously issued to **Nyble** with respect to the Policy. Coverage is only

available if **Nyble's** membership subscribers are a current resident of Canada and in good financial standings with **Nyble**.

For confirmation of coverage or for any questions concerning the information in this Certificate of Insurance, call **Trans Global Insurance**, toll free at **1-844-930-6022**.

#### **WHO IS COVERED**

To be eligible for insurance, Nyble's Membership Subscriber must be a Canadian resident, over age 18 on the Effective Date, and in good financial standing with Nyble. Coverage is for all Membership Subscribers in all provinces. Coverages are available only to the Primary Membership Subscriber.

#### **MAKING A CLAIM**

**NOTICE OF LOSS,** which may give rise to a claim under the policy, MUST be filed in writing by **Nyble** with the Insurer within fifteen (15) days from the date of such loss. Failure to report the loss within the stated period of time may invalidate any claim under this policy.

Any required receipts or reports must be furnished by the Membership Subscriber to **Nyble at** support@nyble.com within 60 days from the date of such loss. The Membership Subscriber may contact Nyble at <a href="mailto:support@nyble.com">support@nyble.com</a> to obtain claim forms

**Nyble** shall obtain and provide to the Insurer, written authorization from the Membership Subscriber, consenting to the Insurer making inquiries with the Membership Subscriber's past and present employers as deemed necessary for the assessment and settlement of Disability and Involuntary Unemployment claims. Subsequent written proof of the continuance of such loss must be furnished at such intervals as the Insurer may require. Costs incurred by the **Nyble** or the Membership Subscriber's loss will be at **Nyble** or the Membership Subscriber's own expense.

**PROOF OF LOSS** in writing and any required receipts, certificates or reports, and all required documentation and consent obtained from the Membership Subscriber by **Nyble** must be filed with the Insurer within 90 days from the Date of Loss at

https://transglobalinsurance.ca/claims/ or by calling a Customer Service Representative 1-844-930-6022 to commence the claim submission process.

# PART A – INVOLUNTARY UNEMPLOYMENT BENEFIT

If the Membership Subscriber becomes involuntarily unemployed after the Effective Date, Trans Global Insurance will pay Nyble, a one-time payment equal to the outstanding balance on the line of credit, up to a maximum of \$250.00 at the time of the loss, in the event the Membership Subscriber is simultaneously disabled and involuntarily unemployed, Nyble is entitled to benefits only under one coverage, not under both.

The one-time Payment will not exceed the lesser of the Outstanding Balance or up to a maximum of \$250.00.

For Membership Subscribers who may simultaneously be earning income in an employer and employee relationship and operating a business in a self-employed capacity, Nyble is only entitled to payment of benefits under Part A – Involuntary Unemployment Benefit or Part B – Involuntary Employment – Self Employed Individuals, not under both.

In determining payment of benefits in the above noted situation, Trans Global Insurance reserves the right to choose which stated head of coverage benefits are paid under.

#### **CONDITIONS**

To be eligible for involuntary unemployment benefits under this Part A:

- Membership Subscriber must be a Canadian resident and be over age 18 on the Effective Date;
- Membership Subscriber must be in good financial standing with Nyble;
- Membership Subscriber must have been insured under the Policy and gainfully employed on a permanent basis, working full-time at the Date of Loss, which means working at least 25 hours each week;
- Membership Subscriber shall have been involuntarily unemployed for more than 15 consecutive days;
- 5. Prior to the Membership Subscribers involuntary unemployment, the Membership Subscriber's employer shall have been paying employment insurance premiums to Canada Revenue Agency (CRA) and/or any of its successor entities. Within 15 days of the Membership Subscriber's involuntary unemployment, the Membership Subscriber must have registered with Canada Employment Insurance Commission to receive employment insurance benefits;

#### **EXCLUSIONS**

Trans Global Insurance shall not be liable for benefits under this Part A due to:

- Unemployment of the Membership Subscriber for any reason beginning within 30 days from the Effective Date;
- Unemployment known by the Membership Subscriber to be impending at the time of Effective Date
- 3. Loss of seasonal employment;
- Strikes or lockouts, whether or not the Membership Subscriber participates voluntarily;
- Disability of a Membership Subscriber for which benefits are payable under this Policy;
- 6. Discharge for cause by the Membership Subscriber's employer;
- 7. Pregnancy or childbirth, maternity, paternity or adoption leave;
- 8. Family medical or caregiver leave;
- 9. Voluntary unemployment;
- Criminal charges having been laid against the Membership Subscriber and any resulting incarceration;
- 11. Failure of the Membership Subscriber to pay child maintenance support payments, spousal support payments or alimony;
- 12. Retirement, whether voluntary or mandatory;

#### **RE-ELIGIBILITY**

If the Membership Subscriber returns to work for less than 6 consecutive months after receiving benefits under this Part and suffers another period of at least 15 consecutive days of involuntary unemployment, Nyble will only be eligible for a one-time payment of the Outstanding Balance at the Date of Loss or up to maximum one-time payout of \$250.00.

However, if the Membership Subscriber has returned to full time employment (at least 25 hours per week) for at least 6 consecutive months after receiving benefits under this Part A, Nyble coverage can be reinstated for up to the contracted month benefits (subject to the \$250.00 maximum limit) for subsequent periods of covered involuntary unemployment.

# PART B — INVOLUNTARY UNEMPLOYMENT—SELF EMPLOYED INDIVIDUALS

#### **BENEFIT**

If the Membership Subscriber becomes involuntarily unemployed, as a self-employed individual, because of the Membership Subscriber's business being involuntarily petitioned into bankruptcy by creditors, and the Membership Subscriber remains unable to generate any income for a period of 15 consecutive days after the Effective Date and while insured, Nyble may be entitled for benefits under the Involuntary Unemployment insurance for self-employed individuals.

Upon eligibility, Trans Global Insurance will pay a onetime payout of the Outstanding Balance on the Date of Loss, or up to a maximum onetime payout of \$250.00 to Nyble on the Membership Subscribers behalf.

In the event the Membership Subscriber is simultaneously disabled and involuntarily unemployed, Nyble is entitled to benefits under one coverage, not under both. The total payout will not exceed the lesser of the Membership Subscriber's Outstanding Balance at the Date of Loss or up to a maximum of \$250.00.

For Membership Subscribers who may simultaneously be earning income in an employer and employee relationship and operating a business in a self-employed capacity Nyble is only entitled to payment of benefits under Part A – Involuntary Unemployment Benefit or Part B – Loss of Employment – Self Employed Individuals, not under both.

In determining payment of benefits between benefits under Part A or Part B, Trans Global Insurance reserves the right to choose which stated head of coverage benefits are paid under.

#### **CONDITIONS**

To be eligible for involuntary unemployment benefits under this Part B:

- Membership Subscriber must be a Canadian resident and be over age 18 on the Effective Date;
- Membership Subscriber must be in good financial membership standing with Nyble;
- 3. Membership Subscriber must have been insured under the Policy and working in a self-employed capacity earning taxable revenue pursuant to the Canada Revenue and Taxation Act on a permanent basis, working full-time at the Date of Loss, (which is defined as working a minimum of 25 hours each week), in a legally incorporated business that has been operating in Canada for a period of no less than 2 continuous years prior to the Effective Date of the Policy.
- 4. Membership Subscriber shall have been involuntarily unemployed for more than 30 consecutive days.
- Prior to the Membership Subscriber's involuntarily unemployment, as a self- employed individual and only if/when applicable, the Membership Subscriber shall have been paying special employment insurance premiums to Canada Revenue Agency (CRA) and/or any of its successor entities.
- 6. While the Membership Subscriber is involuntarily unemployed, as a self- employed individual, the Membership Subscriber must be available to work full- time and the Membership Subscriber may be required to provide evidence that the Membership Subscriber is actively seeking employment.

### **EXCLUSIONS**

Trans Global Insurance shall not be liable for involuntary unemployment for self-employed individual benefits due to:

- Unemployment for any reason beginning within 90 days from the Effective Date;
- Unemployment known by the Membership Subscriber or should have been known to the Membership Subscriber impending at the time of application for membership with Nyble;

- Strikes or Lockouts, whether or not the Membership Subscriber or Membership Subscriber's business participate voluntarily;
- 4. Disability for which benefits are payable under this Policy;
- 5. Discharged for cause by a hiring company or customer;
- Pregnancy, or childbirth and maternity, paternity or adoption leave;
- 7. Family medical or Caregiver leave;
- 8. Voluntarily unemployment, the Membership Subscriber refused to complete work, as contracted or as outlined in job specifications;
- Failure to comply with safety regulations and conditions required by trade unions, associations or provincial health and safety regulators;
- Criminal charges having been laid against the Membership Subscriber and results in incarceration;
- Failure to pay child maintenance, support payments, spousal support or alimony;
- Inability to travel for work related reasons due to loss of passport or visa conditions;
- 13. Closure of business as a result of gross or willful misconduct, negligence, voluntary forfeiture of salary, wages or income;
- 14. Retirement, whether voluntary or mandatory;

#### **RE-ELIGIBILITY**

If the Membership Subscriber returns to work in a capacity of self-employment for less than 6 consecutive months after receiving benefits under this Part B and suffers another period of at least 15 consecutive days of involuntary unemployment, for self-employed individuals, Nyble will only be eligible for one additional onetime payment from the previous claim. However, the Membership Subscriber must be working in a new business capacity earning taxable revenue pursuant to the Canada Revenue and Taxation Act on a permanent basis, working full-time at the Date of Loss, which is defined as working a minimum of 25 hours each week, in a legally incorporated business that has been operating in Canada for a period of no less than 2 continuous years prior to the Effective Date of the Policy. After 6 consecutive months, the Membership Subscriber's coverage will be reinstated (subject to the \$250.00 maximum Policy limit) for subsequent periods covered by involuntary unemployment for self-employed individuals.

If the Membership Subscriber's return to work in a capacity other than self-employment, please refer to the re-eligibility section under Involuntary Unemployment of this Certificate of Insurance.

# INVOLUNTARY UNEMPLOYMENT—SELF EMPLOYED INDIVIDUALS CLAIMS

Bankruptcy court documents must be provided to Trans Global Insurance at the address set out at the beginning of the Certificate of Insurance showing proof of filed bankruptcy along with the name of the appointed trustee of bankruptcy. We may at Trans Global Insurance's discretion require financial statements showing proof of documented evidence of the past 3 years of business operations, business tax returns for the evidence of filing with Canada Revenue Reporting Agency, along with individual and spouse tax returns for the past 3 years showing evidence of filing with Canada Revenue Reporting Agency.

We may also require the most recent copy of articles of incorporation and business license of the business at the time of the claim.

#### **PART C – DISABILITY BENEFIT**

#### **BENEFITS**

In the event the Membership Subscriber becomes totally disabled and as a result is unable to work, while Nyble is covered under the Policy, Trans Global Life Insurance will make a onetime payment equal to the Outstanding Balance (at the time of loss) or up to a maximum of \$250.00, whichever is lesser, as defined in Part D - Definitions, to Nyble on behalf of the Membership Subscriber.

The total benefits paid will not exceed the lesser of the Outstanding Balance or \$250.00.

#### **CONDITIONS AND LIMITATIONS**

- 1. The Membership Subscriber must become, after the Effective Date, totally and continuously disabled as the result of accidental bodily injury or sickness and shall be regularly attended by a licensed physician or surgeon and, in the opinion of the physician or surgeon, be prevented from engaging in any business or employment for which the Membership Subscriber are reasonably fitted by training, experience or education, and shall remain so totally disabled for more than 15 consecutive days.
- To be eligible for disability benefits, the Membership Subscriber must have been insured under the Policy and gainfully employed on a permanent basis, working full-time at the Date of Loss, which means working at least 25 hours each week.
- 3. Trans Global Insurance will require the Membership Subscriber's attending physician or surgeon to send to Trans Global Life Insurance a written statement, on a form provided by Trans Global Life Insurance or acceptable to Trans Global Life Insurance, during the initial period of disability indicating that the Membership Subscriber was totally disabled and unable to resume employment because of the disability.
- When the Membership Subscriber is simultaneously disabled and involuntarily unemployed, Nyble is entitled to benefits only under one coverage, not under both.

#### **EXCLUSIONS**

Trans Global Life Insurance will not pay a disability benefit if the disability resulted directly or indirectly from:

- a pre-existing condition, if the Membership Subscriber's disability commences anytime during the first 12 months of continuous coverage. For the purposes of this exclusion, preexisting condition is any sickness or injury for which the Membership Subscriber received medical advice, consultation, diagnosis, investigation, or for which treatment was required or recommended by a doctor during the 6 months prior to the Effective Date of coverage;
- a nervous, mental, psychological, emotional, or behavioral disorder or condition unless the Membership Subscriber is under the full-time care of a licensed psychiatrist;
- normal pregnancy;
- 4. foreign travel or residence;
- 5. Flight on non-scheduled aircraft.

### **RE-ELIGIBILITY**

When payments have been completed for a claim under this Part, the Membership Subscriber must resume permanent full-time employment 25 or more hours per week for a period of 60 consecutive days to become eligible for a further Disability claim.

#### **PART D – DEFINITIONS**

**Date Of Loss** is the date the event or occurrence or, in the case of total disability or involuntary unemployment, the commencement thereof, giving rise to a claim under the Policy.

**Effective Date** For the coverage's provided under Parts A, B, and C, the Effective Date is the date that Trans Global Insurance received the Membership Subscriber's enrollment for insurance.

**Membership Subscriber** means the end customer that has proceeded with the membership application and been approved with Nyble.

**Insurer** means Trans Global Insurance Company and Trans Global Life Insurance Company

#### **PART E – GENERAL PROVISIONS**

Trans Global Insurance collects and keeps information about Nyble and the Membership Subscriber, which is needed to provide the products and services Nyble requests.

Trans Global Insurance collects information from Nyble. We may also need to collect information about the Membership Subscriber from sources such as hospitals, doctors and other health care providers, the Medical Information Bureau, the government (including government health insurance plans) and other governmental agencies, other insurance companies, financial institutions, motor vehicle reports, and the Membership Subscriber's current and former employer.

How We Use Information

Trans Global Insurance uses Nyble and the Membership Subscriber's information to provide the products and services Nyble request, which includes using it to evaluate insurance risk and manage claims.

Trans Global Insurance may also share Nyble and the Membership Subscriber information with other third parties, when it is necessary for the services Trans Global Insurance provides to Nyble and the Membership Subscriber.

Third parties may include other insurance companies, the Medical Information Bureau, financial institutions, third party administrators, and any references Nyble provides. Trans Global Insurance may use Nyble and the Membership Subscriber's information internally, to prepare statistical reports that help Trans Global Insurance understand the needs of our customers and that help Trans Global Insurance understand and manage our business.

For these purposes, where a third-party service provider is located outside of Canada, the service provider is bound by, and the information may be disclosed in accordance with, the laws of the jurisdiction in which the service provider is located.

Nyble may request to review Nyble and the Membership Subscriber's personal information in a Nyble file or request to make a correction by writing to:

The Privacy Officer

## Trans Global Life Insurance Company/Trans Global Insurance Company

Attention: Chief Privacy Officer

16902 - 137 Avenue NW, Edmonton, Alberta T5M OC8

More information on privacy at Trans Global Insurance is available at: www.transglobalinsurance.ca/about- Trans Global Insurance/privacy-policy

#### **LEGAL PROCEEDINGS**

No legal action may be brought against Trans Global Insurance and Trans Global Life Insurance unless it is brought within 24 months after the Date of Loss for resident of all provinces expect Quebec and 36 months after the Date of Loss for Quebec residents only; or the shortest applicable limit of time established by law.

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. The benefits payable under this Policy are based on the Membership Subscriber's Outstanding Balance on the Date of Loss. Any changes made to Nyble's Policy after the Date of Loss but during the benefit period will not be included in the calculation of Nyble benefits.

The benefits payable under this Policy are calculated on the Membership Subscriber's Outstanding Balance on the Date of Loss. Any Line of Credit draw made by the Membership Subscriber after the Date of Loss and during the period for which Nyble is collecting benefits will not be included in the calculation of Nyble's benefit.

#### **PREMIUM RATE**

The premium charged under the plan is \$0.40 per \$100 of the total daily average balance per month (plus applicable taxes). This is the rate charged to Nyble by Trans Global Insurance. There is no premium charged to the customer. This is value-add coverage provided by Trans Global Insurance and paid for by Nyble on behalf of the Membership Subscribers who have an active account that is in good standing.

All Nyble members are automatically enrolled. Nyble and Trans Global Insurance will discuss any proposed changes to Insurance Product pricing in advance of a change. Trans Global Insurance reserves the exclusive right to approve the pricing of the Insurance Products.

No premium will be charged when there isn't a balance due on the account, however, the premiums at the above rate, will begin to bill again with any new charges to the Line of Credit.

### PREMIUM RATE AND/OR POLICY CHANGE

Trans Global Insurance reserves the right to establish new premium rates and cancel or modify any terms of the Policy. Nyble will receive at least 31 days written notice of any change to premium rates or terms of the Policy.

#### **SUBROGATION**

In the event of any payment under this insurance, Trans Global Insurance shall be subrogated to all Nyble's rights of recovery, and Nyble shall execute and deliver all papers and do whatever is necessary for Trans Global Insurance to secure those rights.

**GENERAL EXCLUSIONS** No benefits will be paid under the Policy's Disability and Involuntary Unemployment coverages if the loss was, directly or indirectly, caused by:

- an attempted suicide or suicide, while sane or insane, within two years of the **Effective Date**;
- b. an intentionally self-inflicted injury;
- the commission, or attempted commission, of an illegal act;
- military service, declared or undeclared war, or any nuclear, chemical, or biological contamination resulting from an act of terrorism; or
- alcohol or solvent abuse, or the taking of illegal drugs or prescription drugs except where prescribed by a licensed doctor and taken as directed.