### **DISTRIBUTION GUIDE**

Name of the insurance product: Brim Mastercard<sup>®</sup>

Type of insurance product: Travel Insurance

Insurer's contact information:

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The Autorité des marchés financiers does not express an opinion on the quality of the products offered in this guide. The Insurer alone is responsible for any discrepancies between the wording of the guide and the policy.

# TABLE OF CONTENTS

	UCTION	
DESCRI	PTION OF PRODUCTS OFFERED	
1.	NATURE OF COVERAGE	
	1.1.1. \$100,000 Common Carrier Accident Insurance	1
	1.1.2. Purchase Security & Extended Warranty Insurance	
	1.1.3. Mobile Device Insurance	
	1.1.4. Event Ticket Protector Insurance	2
2.	SUMMARY OF SPECIFIC FEATURES	2
2.1	CONDITIONS OF ELIGIBILITY	
	2.1.1. \$100,000 Common Carrier Accident Insurance	
	2.1.2. Purchase Security & Extended Warranty Insurance	
	2.1.3. Mobile Device Insurance	
	2.1.4. Event Ticket Protector Insurance	
2.2	CONFIRMATION OF COVERAGE	3
2.3	EFFECTIVE DATE	
	2.3.1. \$100,000 Common Carrier Accident Insurance	
	2.3.2. Purchase Security & Extended Warranty Insurance	
	2.3.3. Mobile Device Insurance	
	2.3.4. Event Ticket Protector Insurance	
2.4	DESCRIPTION OF COVERAGE	
	2.4.1. \$100,000 Common Carrier Accident Insurance	
	2.4.2. Purchase Security & Extended Warranty Insurance	
	2.4.3. Mobile Device Insurance	
	2.4.4. Event Ticket Protector Insurance	
3.	LIMITATIONS AND EXCLUSIONS	
	\$100,000 Common Carrier Accident Insurance	
3.2	Purchase Security & Extended Warranty Insurance	8
	Mobile Device Insurance	
3.4	Event Ticket Protector Insurance	
4.	END OF INSURANCE	
	\$100,000 Common Carrier Accident Insurance	
	Purchase Security & Extended Warranty Insurance	
	Mobile Device Insurance	
	Event Ticket Protector Insurance	
5.	NOTICE OF LOSS, PROOF OF LOSS, CLAIMS	
	\$100,000 Common Carrier Accident Insurance	
	Purchase Security & Extended Warranty Insurance	
	Mobile Device Insurance	
	Event Ticket Protector Insurance	
6.	INSURER'S RESPONSE	
7.	APPEAL OF INSURER'S DECISION	
8.	OUR CONTACT INFORMATION	16
9.	PROTECTING YOUR PERSONAL INFORMATION	
10.	SIMILAR PRODUCTS REFERRAL TO THE AUTORITÉ DES MARCHÉS FINANCIERS	17
11.	REFERRAL TO THE AUTORITE DES MARCHES FINANCIERS	17
12.		
12.1		18
12.2	NOTICE OF CANCELLATION OF AN INSURANCE CONTRACT	22

# **INTRODUCTION**

This distribution guide describes the insurance coverages provided to Brim Mastercard<sup>®</sup> Cardmembers at no additional cost, which include:

- \$100,000 Common Carrier Accident Insurance (Master policy PSI052693797);
- Purchase Security & Extended Warranty Insurance (Master policy PSI052693963);
- Mobile Device Insurance (Master policy PSI052694010); and
- Event Ticket Protector Insurance (Master policy PSI052694029).

The above insurance coverages are provided by Royal & Sun Alliance Insurance Company of Canada (herein called the "Insurer") to Brim Financial Inc. (herein called "Brim") for eligible Brim Mastercard<sup>®</sup> Cardmembers whose accounts are in Good Standing and, where applicable, for their eligible Spouse, Dependent Children and/or other described individuals.

This distribution guide will help you determine whether the coverage offered by this product is suitable for your travel insurance needs, without having to consult an insurance advisor.

Throughout this distribution guide, some of the terms and expressions that begin with an upper-case letter are deemed to have a specific meaning. These terms are defined in the Definitions section.

# **DESCRIPTION OF PRODUCTS OFFERED**

# 1. NATURE OF COVERAGE

#### 1.1.1. <u>\$100,000 Common Carrier Accident Insurance</u>

\$100,000 Common Carrier Accident Insurance will compensate you, if you sustain an Accidental Bodily Injury within 365 days following the date of an accident involving a Common Carrier in which you are riding as a Passenger, boarding or alighting from.

This benefit is also payable if an accident occurs while you are in a terminal, station, pier or airport prior to or after boarding or alighting from a Common Carrier.

#### 1.1.2. Purchase Security & Extended Warranty Insurance

Purchase Security Insurance will provide reimbursement in the event that a new Insured Item of personal property is stolen or damaged within 90 days from the date of purchase.

Extended Warranty Insurance extends the term of the Manufacturer's Warranty, up to a maximum of one additional full year following the expiry date of the Manufacturer's Warranty.

#### 1.1.3. Mobile Device Insurance

If Your Mobile Device is lost, stolen or is Accidentally Damaged, the Mobile Device Insurance will reimburse You the lesser of:

- the replacement cost of Your Mobile Device; or
- the cost of the necessary repairs.

### CAUTION! A 10% deductible applies to this benefit.

### 1.1.4. Event Ticket Protector Insurance

The Event Ticket Protector Insurance provides reimbursement if You cannot use an Event Ticket due to a Covered Incident.

# 2. SUMMARY OF SPECIFIC FEATURES

### 2.1 CONDITIONS OF ELIGIBILITY

#### 2.1.1. \$100,000 Common Carrier Accident Insurance

This insurance applies only when the Full Fare has been charged to the Cardmember's Card.

#### 2.1.2. Purchase Security & Extended Warranty Insurance

#### **Purchase Security Insurance**

This insurance applies only when the full Purchase Price has been charged to the Card.

#### **Extended Warranty Insurance**

This insurance applies only when:

- the full Purchase Price is charged to the Card; and
- the Manufacturer's Warranty is valid in Canada or the United States.

### 2.1.3. Mobile Device Insurance

This insurance applies only if You meet the following criteria:

- When You charge the Purchase Price of Your Mobile Device to Your Card:
  - You must charge the full Purchase Price of Your Mobile Device to Your Card; and
  - if the Mobile Device is equipped with wire-cellular data technology, You must activate Your Mobile Device with a Canadian wireless service provider.
- When You **finance the Purchase Price** of Your Mobile Device through a Canadian wireless service provider's installment plan:
  - You must charge all of Your wireless service provider's installment plan bill payments to Your Card for the entire duration of Your contract with the Canadian wireless service provider.

### 2.1.4. Event Ticket Protector Insurance

This insurance applies only when the full Ticket Cost has been charged to Your Card.

# 2.2 CONFIRMATION OF COVERAGE

For confirmation of coverage please call **1-833-429-2746** toll free from Canada or the U.S., or **+416-920-0938** collect from anywhere else in the world.

# 2.3 EFFECTIVE DATE

#### 2.3.1. \$100,000 Common Carrier Accident Insurance

Subject to the terms of the Policy, a covered accident is one to which the Insured Person may be exposed while:

- 1. Riding as a Passenger in, on, boarding or alighting from a Common Carrier for which the Full Fare was charged to the Cardmember's Card;
- 2. Travelling as a Passenger in, on, boarding or alighting from a Common Carrier directly to or from a terminal, station, pier or airport, either:
  - a) Immediately preceding a scheduled departure onboard a Common Carrier; or
  - b) Immediately following a scheduled arrival of a Common Carrier;
- 3. In the terminal, station, pier or airport prior to or after boarding or alighting from a Common Carrier.

#### 2.3.2. Purchase Security & Extended Warranty Insurance

When the full Purchase Price is charged to the Card, Extended Warranty Insurance begins:

• Immediately following the expiry of the Manufacturer's Warranty.

Purchase Security Insurance applies when:

• The full Purchase Price has been charged to the Card.

#### 2.3.3. Mobile Device Insurance

When You **charge the Purchase Price** of Your Mobile Device to Your Card, the Mobile Device Insurance begins:

• ninety (90) days from the date of purchase of Your Mobile Device.

When You **finance the Purchase Price** of Your Mobile Device through a Canadian wireless service provider's installment plan, the Mobile Device Insurance begins on:

• the date the **second (2<sup>nd</sup>) consecutive** Canadian wireless service provider's installment plan bill payment is charged to Your Card.

### 2.3.4. Event Ticket Protector Insurance

Event Ticket Protector Insurance applies when the full Ticket Cost has been charged to the Card.

# 2.4 DESCRIPTION OF COVERAGE

### 2.4.1. \$100,000 Common Carrier Accident Insurance

#### **INSURED RISKS**

We cover the risks to which you, your Spouse and your Dependent Children are exposed while:

- you are riding as a Passenger in, on, boarding or alighting from a Common Carrier for which the Full Fare was charged to the Card;
- you are travelling as a Passenger in, on, boarding or alighting from a Common Carrier directly to or from a terminal, station, pier or airport, either:
  - o immediately preceding a scheduled departure onboard a Common Carrier; or
  - o immediately following a scheduled arrival of a Common Carrier;
- you are in the terminal, station, pier or airport prior to or after boarding or alighting from a Common Carrier.

We cover an Accidental Bodily Injury that results in any of the following Losses within three hundred and sixty-five (365) days after the date the accident:

SCHEDULE OF ACCIDENTAL LOSSES	BENEFIT AMOUNT
Loss of life	\$100,000 Canadian
Quadriplegia (total paralysis of both upper and lower limbs)	\$100,000 Canadian
Paraplegia (total paralysis of both lower limbs)	\$100,000 Canadian
Hemiplegia (total paralysis of upper and lower limbs of one side of the body)	\$100,000 Canadian
Loss of speech	\$100,000 Canadian
Loss of hearing	\$100,000 Canadian
Loss of use or Loss of one arm or one leg	\$75,000 Canadian
Loss of use or Loss of one hand or one foot	\$50,000 Canadian
Loss of sight of one eye	\$50,000 Canadian
Loss of use or Loss of thumb and index finger of one hand	\$25,000 Canadian

You, your Spouse or your Dependent Children will be presumed to have suffered accidental Loss of life one (1) year after the disappearance, stranding, sinking or wrecking of the Common Carrier.

#### MAXIMUM BENEFIT

The maximum benefit payable to an Insured Person resulting from one (1) accident, regardless of the number of Losses, is **three hundred thousand dollars (\$300,000)**.

# 2.4.2. Purchase Security & Extended Warranty Insurance

#### MAXIMUM BENEFIT

There is an overall maximum benefit of **\$25,000 per policy year** for all claims under the Purchase Security & Extended Warranty Insurance.

You are entitled to receive the lesser of:

- the cost of repairs;
- the actual cash value of the Insured Item immediately prior to the loss;
- the Purchase Price of the Insured Item; or
- your credit limit as authorized by Brim.

The Insurer, at its sole option, may elect to:

- repair, rebuild, or replace the stolen or damaged Insured Item (whether in whole or in part); or
- pay cash for said item, not exceeding the Purchase Price thereof and subject to sections 1.1.2, 2.1.2, 2.3.2, 2.4.2, 3.2 and 4.2 of the present guide.

If the Insured Items belong to a pair or set, you will receive:

- the full Purchase Price of the pair or set when the parts of the pair or set are unusable individually and cannot be replaced individually; **or**
- a payment equal to a proportionate part of the Purchase Price that the number of stolen or damaged parts bear to the number of parts in the complete pair or set, when parts of a pair or set are usable individually.

#### Part 1 - Purchase Security Insurance

#### **INSURED RISKS**

When the full Purchase Price is charged to the Card, new Insured Items of personal property, including those given as gifts, are automatically covered, without registration, against:

- theft or direct physical damage, anywhere in the world;
- for a period of ninety (90) days from the date of purchase;
- if the item is not covered by Other Insurance.

#### MAXIMUM BENEFIT

We will, at Our sole discretion:

- replace or repair the damaged Insured Item; or
- reimburse the Cardmember for the stolen property.

Subject to a maximum benefit of \$1,000 per Cardmember, per Occurrence, even if the Occurrence involves more than one Insured Item.

#### Part 2 - Extended Warranty Insurance

#### **INSURED RISKS**

When the full Purchase Price of an item, including those given as gits, is charged to the Card **and** the original Manufacturer's Warranty is honoured in Canada or the United States, the Extended Warranty Insurance:

• automatically doubles, without registration, the term of the Manufacturer's Warranty, up to a maximum of one additional full year commencing immediately following the expiry of the applicable Manufacturer's Warranty on most items purchased anywhere in the world.

#### 2.4.3. Mobile Device Insurance

#### **INSURED RISKS**

If Your Mobile Device is lost, stolen, or is Accidentally Damaged, We will reimburse You the lesser of:

- its replacement cost; or
- the cost of necessary repairs, not exceeding the depreciated value of Your Mobile Device at time of loss, **less a Deductible** equivalent to 10% of such value, to a maximum of \$500 CAD.

The depreciated value of Your Mobile Device at the date of loss is calculated by deducting from the Purchase Price of Your Mobile Device a depreciation cost of two percent (2%) for each completed month from the date of purchase.

#### Manufacturer's warranty

This coverage does not replace the manufacturer's warranty or the obligations thereunder.

Parts and services covered by the manufacturer's warranty and warranty obligations are the responsibility of the manufacturer only.

You must use diligence and do all things reasonable to avoid or diminish any loss of, theft of or damage to property covered by this insurance. The Insurer will not unreasonably apply this provision to avoid claims under the policy.

#### 2.4.4. Event Ticket Protector Insurance

#### **INSURED RISKS**

Benefits are payable only to You when the expense of the Ticket has been fully charged to Your Card, and when the loss occurs as a result of any of the following Covered Incidents:

- 1. a Medical Emergency requiring Treatment;
- 2. a Companion or an Immediate Family Member's Medical Emergency requiring Treatment;
- 3. the cancellation of the Event by the Producer or Venue without providing full reimbursement of the Ticket Cost, an equal value Ticket or a rain check;

- 4. a catastrophe, regardless of cause, in the immediate vicinity of the Event site to which Your access is prevented by governmental authority;
- 5. a Transportation Accident which causes You to miss the Event;
- 6. a delay of the Common Carrier used for transportation;
- 7. a Destroyed Ticket;
- 8. the theft of a Ticket;
- 9. being called for jury duty; subpoenaed as a witness; or required to appear as a party in a judicial proceeding;
- 10. Your death;
- 11. death of a Companion or an Immediate Family Member;
- 12. being summoned to service in the case of reservists, active military, police, essential medical personnel and fire personnel; **or**
- 13. a Lost Ticket.

#### MAXIMUM BENEFIT

Event Ticket Protector Insurance provides reimbursement for the non-refundable portion of the Ticket Cost, **up to a maximum of \$1,000 CAD** per Occurrence for Tickets purchased through a primary ticket outlet.

Event Ticket Protector Insurance does not cover cancellation due to a personal change in plans.

You must use diligence and do all things reasonable to avoid or diminish any loss of, theft of or damage to property covered by this insurance. The Insurer will not unreasonably apply this provision to avoid claims under the policy.

# 3. LIMITATIONS AND EXCLUSIONS

# IMPORTANT!

### 3.1 \$100,000 Common Carrier Accident Insurance

This insurance does not cover Losses caused by or resulting from any of the following:

- 1) Intentional self-inflicted injuries;
- 2) Suicide or attempted suicide;
- 3) Sickness, disease, medical conditions and bacterial infection of any kind;
- 4) Any act of declared or undeclared war;
- 5) Commission or attempted commission of a criminal offence by the Insured Person;
- 6) Riding onboard a Common Carrier with a status other than Passenger;
- 7) Noncompliance with any medical therapy or medical treatment (as determined by the Insurer) or failure to carry out a physician's instructions;
- 8) Abuse of drugs, medication and/or alcohol if such abuse caused or contributed to the accident;
- 9) Nuclear reaction, nuclear radiation, or radioactive contamination, any weapon of war employing atomic fission or a radioactive force.

# 3.2 Purchase Security & Extended Warranty Insurance

### **General exclusions**

Purchase Security & Extended Warranty Insurance does not cover losses resulting from:

- Fraud;
- Abuse;
- Hostilities of any kind (including war, invasion, rebellion, or insurrection);
- Confiscation by authorities;
- Risks of contraband;
- Illegal activities;
- Willful acts or omissions;
- Normal wear and tear;
- Normal course of play;
- Flood;
- Earthquake;
- Radioactive contamination;
- Inherent product defect, items consumed in use, or mysterious disappearance (used herein to mean disappearance in an unexplained manner marked by an absence of evidence of the wrongful act of another);
- Incidental and indirect damages including bodily injury;
- Punitive or exemplary damages; and
- Legal expenses.

#### Exclusions specific to Purchase Security Insurance

Purchase Security insurance does not provide coverage for the following items:

- items purchased by or for use by a business for commercial purposes;
- travellers' cheques;
- cash, tickets, and any other negotiable instruments;
- bullion, rare or precious coins and art objects;
- animals, living plants, services;
- used and pre-owned items including antiques and demos;
- perishables such as food and liquor;
- ancillary costs incurred in respect of an Insured Item and not forming part of the Purchase Price;
- automobiles, motorboats, airplanes and any other motorized vehicles, including parts, accessories and labour thereof;
- jewellery in baggage, unless hand-carried by the Cardmember or by a person travelling with, and previously known to the Cardmember;
- jewellery stolen from baggage, other than hand-carried baggage, unless the Cardmember's baggage is stolen in its entirety; in which case, a maximum benefit of \$1,000 per Occurrence will apply.

#### Exclusions specific to Extended Warranty Insurance

Extended Warranty Insurance does not cover the following items and services:

- items purchased by or for use by a business for commercial purposes;
- automobiles, motorboats, airplanes and other motorized vehicles, including parts and accessories thereof;
- services;
- dealer and assembler warranties;
- normal wear and tear;
- normal course of play;

- used and pre-owned items, including demos;
- negligence, misuse and abuse, willful acts or omissions and improper installation or alteration;
- ancillary costs, and any repair or replacement that would not have been covered by the Manufacturer's Warranty.

# 3.3 Mobile Device Insurance

This coverage does not replace the manufacturer's warranty or the obligations thereunder.

Mobile Device Insurance is in excess of any other applicable valid insurance, indemnity, warranty or protection available to You in respect of the item(s) subject to the claim.

Mobile Device Insurance does not cover:

- 1) accessories for Your Mobile Device, whether purchased separately or contained in the original manufacturer's package;
- 2) batteries;
- 3) Mobile Devices purchased for resale or for business use;
- 4) used, previously owned, or refurbished Mobile Devices;
- 5) Mobile Devices that have been modified from their original state;
- 6) Mobile Devices being shipped, until received and accepted by You in new and undamaged condition; and
- 7) Mobile Devices stolen from baggage unless such baggage is hand-carried under the personal supervision of the Cardmember or such Cardmember's travelling companion with the Cardmember's knowledge.

Mobile Device Insurance does not provide benefits for:

- 1) losses or damage resulting directly or indirectly from:
  - a) fraud, misuse or lack of care, improper installation, mechanical breakdown, hostilities of any kind (including war, invasion, rebellion or insurrection), confiscation by authorities, risks of contraband, illegal activities, normal wear or tear, flood, earthquake, radioactive contamination, mysterious disappearance (used herein to mean that the Mobile Device cannot be found, it has disappeared in an unexplained manner marked by an absence of evidence that it has been stolen), or inherent product defects;
  - b) power surges, artificially generated electrical currents or electrical irregularities;
  - c) any occurrence that results in catastrophic damage beyond repair;
  - d) cosmetic damage that does not affect the Mobile Device's functionality;
  - e) software, wireless service provider or network issues;
  - f) theft or intentional or criminal acts by the Cardmember or, to the extent permitted by applicable law, Family Member; **or**
- 2) incidental and consequential damages including bodily injury, loss of use, property, punitive and exemplary damages and legal fees.

IF YOU HAVE ONE OR MORE CARD(S) PROVIDED BY BRIM WHICH PROVIDE MOBILE DEVICE INSURANCE, THE MAXIMUM NUMBER OF CLAIMS UNDER ALL SUCH CARDS 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.

# 3.4 Event Ticket Protector Insurance

Benefits are not payable if the loss for which coverage is sought was directly or indirectly, wholly or partially, contributed to or caused by the following:

- 1) sickness or injury of the Cardmember, a Companion, or an Immediate Family Member, other than as defined by Medical Emergency;
- 2) Delay;
- 3) fraud or illegal activity of any kind by You;
- 4) confiscation by any governmental authority;
- 5) active participation in a civil public disturbance or protest; **or**
- 6) negligent failure of a duty to care by any third party in whose possession a Ticket has been temporarily placed by You.

# 4. END OF INSURANCE

# 4.1 \$100,000 Common Carrier Accident Insurance

The insurance coverage of any Insured Person shall terminate at the earliest of the following:

- When the Insured Person has alighted from a Common Carrier and has departed from the terminal, station, pier or airport;
- The date the policy is terminated; **or**
- The date the Card account is no longer in Good Standing.

# 4.2 Purchase Security & Extended Warranty Insurance

Purchase Security Insurance protects most new Insured Items of personal property for a period of **ninety (90) days** from the date of purchase.

Extended Warranty Insurance extends the term of the Manufacturer's Warranty, up to a maximum of one additional full year following the expiry date of the Manufacturer's Warranty. Such warranty will terminate at the latest one year following the date the Manufacturer's Warranty ends.

# 4.3 Mobile Device Insurance

When You charge the Purchase Price of Your Mobile Device to Your Card, Your insurance ends on the earliest of:

- Two (2) years from the date of purchase of Your Mobile Device; or
- The date the Card is cancelled, the account is closed or ceases to be in Good Standing; or
- The date the policy terminates.

When You **finance the Purchase Price** of Your Mobile Device through a Canadian wireless service provider's installment plan, Your insurance **ends on the earliest of**:

 Two (2) years from the date of purchase of Your Canadian wireless service provider's installment plan; or

- The date Your monthly wireless bill payment for Your Canadian wireless service provider's installment plan was not charged to Your Card (exception: this no longer applies once Purchase Price of Your Mobile Device has been fully paid under Your Canadian wireless service provider's installment plan; **or**
- The date the Card is cancelled, the account is closed or ceases to be in Good Standing; or
- The date the policy terminates.

# 4.4 Event Ticket Protector Insurance

Event Ticket Protector Insurance ends at the earliest of the following dates:

- The date the Card is cancelled, the account is closed or ceases to be in Good Standing; or
- The date the policy terminates.

# 5. NOTICE OF LOSS, PROOF OF LOSS, CLAIMS

In the event of a claim, please call **1-833-429-2746** toll free in Canada or the U.S., or call **+416-920-0938** collect from anywhere else in the world.

You will be given all the information required to file a claim.

As a condition to the payment of benefits under this insurance, certain information needs to be provided and compliance with the following provisions is required.

### 5.1 \$100,000 Common Carrier Accident Insurance

Upon notification of a claim, the Insurer will provide you with all the necessary forms for filing proof of Loss.

Notice of claim must be given to the Insurer as soon as reasonably possible. Where possible, written notice should be given to the Insurer **within ninety (90) days** after the occurrence of any Loss. Such notice given by or on behalf of the Insured Person must provide particulars sufficient to identify the Cardmember.

#### PAYMENT

All payments:

- are made in Canadian funds; **and**
- shall not carry interest.

Benefits payable under the policy for any Loss will be paid upon receipt of due proof of Loss. Benefits payable in the event of the Loss of life of a Cardmember will be payable to the estate of the Cardmember. All other benefits will be payable to the Cardmember.

#### PHYSICAL EXAMINATION AND AUTOPSY

The Insurer, **at its expense**, reserves the right to have the Insured Person examined as often as reasonably necessary while a claim is pending.

The Insurer may also request that an autopsy be conducted unless prohibited by law.

### 5.2 Purchase Security & Extended Warranty Insurance

The Cardmember must declare any Occurrence within forty-five (45) days thereafter.

A CARDMEMBER'S FAILURE TO GIVE SUCH NOTICE WITHIN FORTY-FIVE (45) DAYS AFTER THE THEFT OR DAMAGE TO THE INSURED ITEM MAY RESULT IN DENIAL OF THE RELATED CLAIM.

#### OTHER PRIMARY INSURANCE

In the event that you have homeowner's or tenant's insurance (primary insurance), you must file with the insurer of that coverage in addition to filing with the Insurer.

If the theft or damage is not covered under the primary insurance, you may be required to provide a letter from the primary insurer indicating so, and/or a copy of their policy.

The Insurer will provide you with a loss report that you must sign and return to them within **ninety (90)** days from the date of the theft or damage.

The Cardmember must provide details to substantiate the theft or damage, together with original copies, not photocopies of:

- the Cardmember's receipt and/or the statement;
- store receipt;
- Manufacturer's Warranty where applicable;
- police report, if obtainable;
- fire insurance claim or loss report;
- primary insurance documentation and payment, if the Cardmember has Other Insurance; and
- any other information reasonably necessary to determine the Cardmember's eligibility for benefits hereunder.

Where damage is due to a malicious act, burglary, robbery, theft or attempt thereat, or is suspected to be so due, you shall give immediate notice to the police or other authorities having jurisdiction. The Insurer will require evidence of such notice with the loss report prior to settlement to a claim.

If the item is stolen or damaged the Cardmember may be required to replace the item and provide original copies of both receipts. Prior to proceeding with any repair services, the Cardmember must obtain approval for the repair services and of the repair facility from the Insurer. At the Insurer's sole discretion, the Cardmember may be required to send at the Cardmember's expense and risk, the damaged item on which a claim is based to the address designated by the Insurer. The Insurer's payment made in good faith with respect to a claim will discharge the Insurer to the extent of the claim.

#### IF A CARDMEMBER MAKES ANY CLAIM KNOWING IT TO BE FALSE OR FRAUDULENT IN ANY RESPECT, SUCH CARDMEMBER SHALL NO LONGER BE ENTITLED TO THE BENEFIT OF THESE PROTECTIONS NOR TO THE PAYMENT OF ANY CLAIM MADE UNDER THE POLICY.

### 5.3 Mobile Device Insurance

In the event of a claim, please call **1-833-429-2746** toll free in Canada or the U.S., or call **+416-920-0938** collect from anywhere else in the world, immediately after learning of a loss, or an occurrence which may lead to a loss covered under the policy, but in no event later than fourteen (14) days from the date of loss and **PRIOR** to proceeding with any action or repairs/replacements. You will then be sent a claim form.

In the event of loss or theft, You must:

- Notify Your wireless service provider;
  - within forty-eight (48) hours of the loss or theft; and
  - request Your wireless services be suspended.
- Contact the Insurer:
  - immediately after learning of a loss, or an occurrence which may lead to a loss;
  - within no more than fourteen (14) days from the date of loss; and
  - to proceed with any action or repairs/replacements.

You will then be sent the necessary claim form.

In the event of theft, You must also notify the police within seven (7) days of the date of theft of Your Mobile Device.

Where damage or loss is due to a malicious act, burglary, robbery, theft or attempt thereat, or is suspected to be so due, the Cardmember shall give immediate notice to the police or other authorities having jurisdiction. The Insurer will require evidence of such notice with the loss report prior to settlement to a claim.

Written notice **and** proof of claim must be given to the Insurer:

- as soon as reasonably possible; and
- within no more than **ninety (90) days** from the date of the loss.

Written notice given to the Insurer by You or on Your behalf, with information sufficient to identify You shall be deemed notice of claim to the Insurer.

Your claim must include:

- the time of the loss;
- the place of the loss;
- the cause of the loss; and
- the amount of the loss.

**AND** the following documentation to substantiate Your claim:

- the original sales receipt detailing the cost, date and description of purchase;
- the date and time You notified Your wireless service provider of loss or theft;
- a copy of the original manufacturer's warranty (for Accidentally Damaged Mobile Device claims);
- a copy of the written repair estimate (for Accidentally Damaged Mobile Device claims);

- the Card statement showing the charge, if You charged the full Purchase Price to Your Card;
- if Your Mobile Device was financed through a Canadian wireless service provider's installment plan, proof of non-interrupted wireless installment bill payments charged to the Card for up to twelve (12) months immediately preceding the date of loss and details indicating the cost of the Mobile Device and amount that has been paid;
- if You submit a claim for a Mobile Device that has been Accidentally Damaged, You must obtain a written estimate of the cost to repair Your Mobile Device by a repair facility authorized by the original Mobile Device manufacturer;
- a police report, fire insurance claim or loss report,
- primary insurance documentation and payment, if You have Other Insurance; and
- any other information reasonably necessary to determine Your eligibility for benefits.

At the sole discretion of the Insurer, You may be required to send, at Your own expense, the damaged item on which a claim is based to the Insurer in order to support Your claim. Prior to proceeding with any repair services or replacement of the Mobile Device, You must obtain the Insurer's approval in order to ensure eligibility for payment of Your claim.

The Insurer will request, at its sole discretion, that You repair or replace the Mobile Device. You must charge the cost of the repair or replacement to Your Card. 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.

Prior to proceeding with any repair services or replacement of the Mobile Device, You must obtain the Insurer's approval in order to ensure eligibility for payment of Your claim.

#### PAYMENT

All payments:

- are made in Canadian funds; **and**
- shall not carry interest.

Benefits payable under the policy will be paid by the Insurer upon receipt of full written proof of loss, as determined by the Insurer.

Payment made in good faith in respect of a claim will discharge the Insurer to the extent of that claim. No person or entity other than the Cardmember shall have any right, remedy or claim, legal or equitable, to the benefits.

#### IF A CARDMEMBER MAKES ANY CLAIM KNOWING IT TO BE FALSE OR FRAUDULENT IN ANY RESPECT, SUCH CARDMEMBER SHALL NO LONGER BE ENTITLED TO THE BENEFITS OF THESE PROTECTIONS NOR TO THE PAYMENT OF ANY CLAIM MADE UNDER THE POLICY.

### 5.4 Event Ticket Protector Insurance

The day of and immediately upon learning of a loss or a Covered Incident which may lead to a covered loss under the policy, You must contact the Insurer **AND** in no event, later than 24 hours from the loss occurring.

At the time You provide Us with notice of claim, We will assist You with Your proof of loss by providing You with instructions and with documents, which You must complete and return to Us. You are required

to cooperate with Us and provide documentation as requested by Us which is required and necessary to process Your claim and determine if benefits are payable.

#### If all required documentation is not received within 90 days of the date of the Covered Incident (except for documentation which has not been furnished for reasons beyond Your control), coverage may be denied. It is Your responsibility to provide all required documentation necessary.

<u>Written</u> notice **and** proof of claim must be given to the Insurer as soon as reasonably possible after the Occurrence, but in all cases, provided within **ninety (90) days** of the date of such loss.

Written notice given to the Insurer, with information sufficient to identify the Cardmember shall be deemed notice of claim to the Insurer.

When You submit Your **claim**, You must include documentation such as, but not limited to:

- Original unused Tickets, copies of invoices, proof of payments, and other documents that substantiate the cost and Occurrence of the Event Ticket cancellation;
- Proof of the injury, illness or hospitalization resulting in Your missing the ticketed Event;
- Documentation of Refunds received from the Venue or promoter;
- Copy of the Venue or promoter's literature that describes penalties;
- Documentation from the Venue or promoter stating the non-refundable amounts of the Ticket(s) Costs;
- A copy of the death certificate in the event of a death; and
- Completion of any claim form supplied to You by Us.

In order that Your claim may be evaluated, **proof of loss requires** that You send Us the following information, **at Your expense**:

- the Ticket which could not be used because of a Covered Incident, except in the instance of theft, Destroyed Ticket or Lost Ticket;
- any documentation We may request in order to establish the existence of a Covered Incident; or
- if admission to an Event was charged to your Card, but in lieu of a Ticket you received only:
  - o a confirmation of admission by e-mail; or
  - the promise of admission to the Event upon picking up a Ticket for the Event,

You must cooperate with Us in providing proof of loss as to the Covered Incident, and We will attempt to complete the necessary research to determine that the charge to Your Card was for admission to the Event as claimed by You.

We reserve the right to deny the claim if the Ticket You submit as part of Your proof of loss evidences redemption by any mark, stamp, hole, tear or other evidence of redemption.

You must provide satisfactory proof of loss as soon as possible after We have informed You as to what You must provide Us, **but under no circumstances, more than 90 days after being so informed**, <u>except</u> if it can be shown that it was provided as soon as reasonably possible.

Proof of loss documentation may be mailed to Us at the same address as listed above for mailing a notice of claim.

Where damage or loss is due to a malicious act, burglary, robbery, theft or attempt thereat, or is suspected to be so due, the Cardmember shall give immediate notice to the police or other authorities having jurisdiction. The Insurer will require evidence of such notice with the loss report prior to settlement to a claim.

Forward this documentation to:

Royal & Sun Alliance Insurance Company of Canada Claims Management Services 2225 Erin Mills Parkway, Suite 1000 Mississauga, Ontario L5K 2S9

#### PAYMENT

If Ticket reimbursement, due to a Covered Incident for which benefits are provided under the Event Ticket Protector Insurance, is provided to You by a Producer, Venue, or Other Insurance, the Event Ticket Protector Insurance becomes secondary and will pay only that portion of the Ticket expense not reimbursed by the Producer, Venue, or Other Insurance.

If Your proof of loss demonstrates that Your claim is payable according to the certificate, We will reimburse You the amount charged to Your Card for the Event Ticket You purchased, less any reimbursement You may receive, up to the maximum benefit payable as stated in paragraph 2.4.4 of the present guide.

When a Covered Incident has caused You to experience a loss for the total charge to Your Card and that charge is more than the maximum benefit payable for the Ticket, eligible benefits will be available up to the maximum benefit payable. When a Covered Incident has caused You to experience a loss in conjunction with a Season Ticket, eligible benefits will be available for the missed Events, on a pro rata basis determined by series length for Season Tickets.

Benefits are only available to a Cardmember who experienced a loss for which this insurance provides benefits. The Cardmember will be reimbursed only for those Tickets and on a pro rata basis.

#### IF A CARDMEMBER MAKES ANY CLAIM KNOWING IT TO BE FALSE OR FRAUDULENT IN ANY RESPECT, SUCH CARDMEMBER SHALL NO LONGER BE ENTITLED TO THE BENEFITS OF THESE PROTECTIONS NOR TO THE PAYMENT OF ANY CLAIM MADE UNDER THE POLICY.

# 6. INSURER'S RESPONSE

We will notify you in writing within thirty (30) days of receipt of a claim, as to our decision to approve or deny your claim, or if we require further proof of loss and any other related documents and materials, if applicable.

Payment of eligible benefits under this insurance will be made within sixty (60) days from the date satisfactory proof of loss is received (unless a shorter period is prescribed by applicable law or stated in an insurance policy).

# 7. APPEAL OF INSURER'S DECISION

In the event that you are not satisfied with the Insurer's decisions, you can contact the Autorité des marchés financiers (See "Referral to the Autorité des marchés financiers" below) or a legal advisor who will help you better understand your rights and the resources that are available to you regarding this insurance.

# 8. OUR CONTACT INFORMATION

If you have any questions concerning these insurance products, please contact Client Service at the following numbers:

In Canada or the U.S., please call 1-833-429-2746 toll free.

Call +416-920-0938 collect from anywhere else in the world.

# 9. PROTECTING YOUR PERSONAL INFORMATION

Royal & Sun Alliance Insurance Company of Canada is committed to protecting your privacy and the confidentiality of your personal information. We will collect, use and disclose personal information for the purposes identified in our Privacy Policy. To obtain more information, you can review our Privacy Policy online at www.rsagroup.ca or request a copy by calling **1-888-877-1710**.

# **10.** SIMILAR PRODUCTS

Other types of products offering similar coverage are offered on the market. Please ensure that you are not covered by any other insurance that offers the same coverage as the one described in this distribution guide.

# 11. REFERRAL TO THE AUTORITÉ DES MARCHÉS FINANCIERS

For more information about the Insurer and the distributor's obligations towards you, please contact:

Autorité des marchés financiers Place de la Cité, Tour Cominar 2640, boulevard Laurier 4<sup>e</sup> étage Sainte-Foy, (Québec) G1V 5C1

Telephone numbers:

1-877-525-0337 - toll free 418-525-0337 - in Quebec 514-395-0337 - in Montreal

# 12. APPENDICES

### 12.1 DEFINITIONS

#### 1. \$100,000 Common Carrier Accident Insurance

"Accidental Bodily Injury" means bodily injury which is sustained by an Insured Person as a direct result of an unintended, unanticipated event, provided such event is external to the body and occurs while the Insured Person's insurance under the policy is in force.

"Card" means the Mastercard® issued in Canada by Brim.

"Cardmember" means the holder of a Card that is in Good Standing, whose name is embossed on such Card.

"**Common Carrier**" means any land, water, or air conveyance operated under a license for the transportation of Passengers for hire and for which a Ticket has been obtained. Common carrier does not include any conveyance that is hired or used for a sport, gamesmanship, contest, cruise and/or recreational activity, regardless of whether such conveyance is licensed.

"Dependent Children" means an unmarried child of the Cardmember or his or her Spouse who is, at the date of purchase of your Ticket, at least 15 days old, dependent on the Cardmember or his or her Spouse for support and:

a) is under 21 years of age; or

b) is a full-time student who is under 26 years of age; or

c) has a permanent physical impairment or a permanent mental disability.

"Full Fare" means one hundred per cent (100%) of the Common Carrier Ticket price, which was charged to the Card. Full fare is extended to include a Common Carrier Ticket obtained through the redemption of points from the Card reward program.

"Good Standing" means that the Card account is not more than ninety (90) days past due, credit has not been revoked and the Card has not been cancelled.

"Insured Person" means the Cardmember, Spouse and Dependent Children whether travelling together or not, when the Full Fare is charged to the Cardmember's Card account. An additional member, as defined in the Card Member Agreement, who is not the Cardmember's Spouse or Dependent Children is not covered.

"Loss" and "Losses" means loss of life or a loss:

- 1. Of hand or foot, and means complete severance through or above the wrist or ankle joint;
- 2. Of arm or leg, and means complete severance through or above the elbow or the knee joint;
- 3. Of thumb and index finger, and means complete severance through or above the first (1st) phalange;
- 4. Of sight of one eye, and means the total and irrecoverable loss of sight of an eye, such that corrected visual acuity must be 20/200 or less;
- 5. Of speech, and means the complete and irrecoverable loss of the ability to utter intelligible sounds;
- 6. Of hearing, and means permanent loss of hearing in both ears, with an auditory threshold of more than ninety (90) decibels in each ear;
- 7. Related to quadriplegia, paraplegia and hemiplegia, and means the complete and irreversible paralysis of such described limbs; or
- 8. Of use, and means the total and irrevocable loss of use provided it is continuous and is determined to be permanent by a physician approved by the Insurer.

"**Passenger**" means an Insured Person riding onboard a Common Carrier. The definition of passenger does not include a person acting as a pilot, operator or crew member.

"**Spouse**" means the person to whom the Cardmember is legally married or with whom the Cardmember has been living in a conjugal relationship for at least the last 12 months and who resides in the same household.

"**Ticket**" means a form of documentation in which the Full Fare is prepaid and charged to the Card and allows for the admission of an Insured Person onto a Common Carrier. Ticket is extended to include a Common Carrier ticket included in a travel itinerary package provided the Full Fare has been prepaid with the Card and clearly identified as an inherent part of such travel itinerary package Full Fare.

### 2. Purchase Security & Extended Warranty Insurance

"Card" means the Mastercard® issued in Canada by Brim.

"Cardmember" means the holder of a Card that is in Good Standing, whose name is embossed on such Card.

"Good Standing" means that the Card account is not more than ninety (90) days past due, credit has not been revoked and the Card has not been cancelled.

"**Insured Item**" means a new item (a pair or set being one item) of personal property (not purchased by or for use by a business for commercial purposes), for which the full Purchase Price is charged to the Card.

"Manufacturer's Warranty" means an expressly written warranty issued by the manufacturer of the Insured Item at the time of purchase. The manufacturer's warranty must be valid in Canada or the United States. The manufacturer's warranty must be provided free of charge with the purchase of the Insured Item and must not be an extended or supplemental warranty that is purchased.

"Occurrence" means a loss or losses arising from a single event or incident which is neither expected nor intended by a Cardmember.

"**Other Insurance**" means any and all policies of insurance or indemnity which provide additional coverage to a Cardmember for theft or damage covered under the policy and as further defined in Section 5 of the certificate.

"**Purchase Price**" means the actual cost of the Insured Item, including any applicable sales tax, as shown on the store receipt and charged to the Cardmember's Card. This includes any charges to the Card that are paid for through the redemption of points from the Card reward program.

#### 3. Mobile Device Insurance

"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.

"Card" means the Mastercard® issued in Canada by Brim.

"Cardmember" means the holder of a Card that is in Good Standing, whose name is embossed on such Card.

"**Deductible**" means the dollar amount in Canadian dollars (CAD) which the Cardmember must pay before any remaining covered expenses are reimbursed under the certificate.

"Family Member" means Your spouse, mother, father, step-parent, in-law, daughter, son, stepchild, sister, brother, step sibling, grandparent, grandchild, aunt, uncle, niece, or nephew.

"Good Standing" means that the Card account is not more than ninety (90) days past due, credit has not been revoked and the Card has not been cancelled.

"Mobile Device" means a new portable computing device such as a cell phone, smartphone or tablet with Internet-based and/or wireless communication capabilities (not purchased by a business and/or used for business or for commercial purposes).

"Other Insurance" means any and all policies of insurance or indemnity which provide additional coverage to a Cardmember for loss, theft or damage covered under the certificate and as further defined in the certificate.

"**Purchase Price**" means the full cost of the Mobile Device including any applicable taxes and less any costs or fees associated with the Mobile Device purchased, such as insurance premiums, customs duty, delivery and transportation costs or similar costs or fees. The full purchase price must be charged to the Cardmember's Card and includes any charges that are paid for through the redemption of points from the Card reward program.

"We" and "Our" mean Royal & Sun Alliance Insurance Company of Canada.

"You" and "Your" mean the Cardmember

#### 4. Event Ticket Protector Insurance

"Card" means the Mastercard® issued in Canada by Brim.

"Cardmember" means the holder of a Card that is in Good Standing whose name is embossed on such Card.

"Common Carrier" means a conveyance (bus, taxi, train, boat, airplane or other vehicle) which is licensed, intended and used to transport paying passengers.

"**Companion**" means a person who possesses a Ticket to the same Event(s) and Venue as You and who intends to use the Ticket with You.

"Covered Incident" means an incident listed under the Description of Benefits section of the certificate.

"Delay" means any delay other than a Transportation Accident.

"**Destroyed Ticket**" means a Ticket that cannot be redeemed as a direct result of a misfortune experienced by You which takes place prior to the Event and destroys Your Ticket.

"**Doctor**" means someone who is not You or a Family Member, and who is licensed to prescribe drugs and administer medical Treatment (within the scope of such licence).

"Event" means a public gathering for an audience for sports or performing arts which is legal, and which requires an admission fee in exchange for a Ticket.

"Family Member" means Your spouse, mother, father, step-parent, in-law, daughter, son, stepchild, sister, brother, step sibling, grandparent, grandchild, aunt, uncle, niece, or nephew.

"Good Standing" means that the Card account is not more than ninety (90) days past due, credit has not been revoked and the Card has not been cancelled.

"Immediate Family Member" means Your spouse, mother, father, step-parent, in-law, daughter, son, stepchild, sister, brother, step sibling.

"Lost Ticket" means a Ticket misplaced and not located or located after the Event for which it was purchased.

"**Medical Emergency**" means any sudden and unforeseen event that makes it necessary to receive immediate Treatment from a licensed Doctor or to be hospitalized.

"**Occurrence**" means all losses arising from a single Covered Incident. This includes the expenses charged to Your Card for the entire cost of the purchase, separately or together, of any number of Tickets for the same Event, including Ticket handling fees.

"Other Insurance" means any and all policies of insurance or indemnity which provide additional coverage to a Cardmember for loss, theft or damage covered under the certificate and as further defined in the certificate.

"**Producer**" means the person or group of persons who provide the financial backing and who are responsible for conducting the Event.

"Refund" means any cash, credits, recoveries, reimbursements, or vouchers You receive or are entitled to receive.

"Season Ticket" means the purchase of admission as a subscriber or season ticketholder to a series of similar sports or performing arts Events to be attended over a period of weeks, months or a year.

"**Ticket**" means written evidence permitting admission to an Event, including a Season Ticket, which clearly indicates the name of the Event, the date on which the Event is to take place and the Event Venue, by means of which a loss can be established. Ticket does not include transportation on a vehicle of any kind to or at an Event or parking at an Event.

"**Ticket Cost**" means the total amount paid for the Ticket including any service and handling fees. The full ticket cost must be charged to the Cardmember's Card and includes any charges that are paid for through the redemption of points from the Card reward program.

**"Transportation Accident"** means physical damage to the vehicle transporting You to the Event which delays or ends Your travel and causes You to miss the Event.

"**Treatment**" means a medical, therapeutic or diagnostic procedure prescribed, performed or recommended by a Doctor including, but not limited to, consultation, prescribed medication, investigative testing, hospitalization or surgery.

"Venue" means the name and location of the facility where the Event is to take place. "We", "Our" and "Us" mean Royal & Sun Alliance Insurance Company of Canada. "You" and "Your" mean the Cardmember.

# 12.2 NOTICE OF CANCELLATION OF AN INSURANCE CONTRACT

#### NOTICE GIVEN BY BRIM FINANCIAL INC.

Section 440 of the Act respecting the distribution of financial products and services.

# THE ACT RESPECTING THE DISTRIBUTION OF FINANCIAL PRODUCTS AND SERVICES GIVES YOU IMPORTANT RIGHTS.

- The Act allows you to cancel an insurance contract you have just signed when signing another contract, without penalty, within 10 days of its signature. To do so, you must give the Insurer notice by registered mail within that delay. You may use the attached model for this purpose.
- Despite the cancellation of the insurance contract, the first contract entered into will remain in force. Caution, it is possible that you may lose advantageous conditions as a result of this insurance contract; contact your distributor or consult your contract.
- After the expiry of the 10-day delay, you may cancel the insurance at any time; however, penalties may apply.
- Section 441 does not apply when the principal contract is for a period of ten (10) days or less.

For further information, contact the Autorité des marchés financiers at (418) 525-0337 or 1-877-525-0337.

#### NOTICE OF CANCELLATION OF AN INSURANCE CONTRACT

TO: Royal & Sun Alliance Insurance Company of Canada 18 York Street, Suite 800 Toronto, ON M5J 2T8

Fax: 416-367-9869

DATE:

(Date of sending of notice)

Pursuant to section 441 of the Act respecting the distribution of financial products and services, I hereby cancel insurance contract no.:

(Number of contract, if indicated)

Entered into on:

(Date of signature of contract)

In:

(Place of signature of contract)

(Client name)

(Client signature)

This document must be sent by registered mail.

### (BACK) Act respecting the distribution of financial products and services

**439.** A distributor may not subordinate the making of a contract to the making of an insurance contract with the <u>insurer specified by the distributor</u>.

The distributor may not exercise undue pressure on the client or use fraudulent tactics to induce the client to purchase a financial product or service.

- **440.** A distributor that, at the time a contract is made, causes the client to make an insurance contract must give the client a notice, drafted in the manner prescribed by regulation of the Bureau, stating that the client may rescind the insurance contract within ten (10) days of signing it.
- **441.** A client may rescind an insurance contract made at the same time as another contract, within ten (10) days of signing it, by sending notice by registered or certified mail.

Where such an insurance contract is rescinded, the first contract retains all its effects.

**442.** No contract may contain provisions allowing its amendment in the event of cancellation or termination by the client of an insurance contract made at the same time.

However, a contract may provide that the rescission or termination of the insurance contract will entail, for the remainder of the term, the loss of the favourable conditions extended because more than one contract was made at the same time.

**443.** A distributor that offers financing for the purchase of goods or services and that requires the debtor to subscribe for insurance to guarantee the reimbursement of the loan must give the debtor a notice, drawn up in the manner prescribed by regulation of the Bureau, stating that the debtor may subscribe for the insurance with the insurer and representative of the debtor's choice provided that the insurance is considered satisfactory by the creditor, who may not refuse it without reasonable grounds. The distributor may not subordinate the making of the contract of credit to the making of an insurance contract with the insurer specified by the distributor.

No contract of credit may stipulate that it is made subject to the condition that the insurance contract subscribed with such an insurer remain in force until the expiry of the term, or subject to the condition that the expiry of such an insurance contract will entail forfeiture of term or reduction of the debtor's rights.

The rights of the debtor under the contract of credit shall not be forfeited when the debtor rescinds, terminates or withdraws from the insurance contract, provided that the debtor has subscribed for insurance with another insurer that is considered satisfactory by the creditor, who may not refuse it without reasonable grounds.

These insurance products are underwritten by Royal & Sun Alliance Insurance Company of Canada. ©2018 Royal & Sun Alliance Insurance Company of Canada. All rights reserved. Mastercard is a registered trademark owned by Mastercard International Inc. used under license. Brim is a trademark owned by Brim Financial Inc.