DISTRIBUTION GUIDE

Name of the insurance product: Brim World Mastercard®

Type of insurance product: Travel Insurance

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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

	DUCTION	
DESCR	IPTION OF PRODUCTS OFFERED	1
1.	NATURE OF COVERAGE	1
	1.1.1. Out-of-Province Emergency Travel Medical Insurance	
	1.1.2. Flight Delay and Baggage Delay Insurance	
	1.1.3. Lost or Stolen Baggage Insurance	2
	1.1.4. Hotel/Motel Burglary Insurance	2
	1.1.5. Car Rental Collision/Loss Damage Insurance	2
	1.1.6. Car Rental Personal Effects Insurance	
	1.1.7. Car Rental Accidental Death and Dismemberment Insurance	2
	1.1.8. \$150,000 Common Carrier Accident Insurance	2
	1.1.9. Purchase Security & Extended Warranty Insurance	2
	1.1.10. Mobile Device Insurance	
	1.1.11.Event Ticket Protector Insurance	3
2.	SUMMARY OF SPECIFIC FEATURES	3
2.1	CONDITIONS OF ELIGIBILITY	3
	2.1.1. Out-of-Province Emergency Travel Medical Insurance	3
	2.1.2. Flight Delay and Baggage Delay Insurance	
	2.1.3. Lost or Stolen Baggage Insurance	
	2.1.4. Hotel/Motel Burglary Insurance	
	2.1.5. Car Rental Collision/Loss Damage Insurance	
	2.1.6. Car Rental Personal Effects Insurance	
	2.1.7. Car Rental Accidental Death and Dismemberment Insurance	4
	2.1.8. \$150,000 Common Carrier Accident Insurance	
	2.1.9. Purchase Security & Extended Warranty Insurance	4
	2.1.10. Mobile Device Insurance	5
	2.1.11. Event Ticket Protector Insurance	
2.2	CONFIRMATION OF COVERAGE	
	EFFECTIVE DATE	
	2.3.1. Out-of-Province Emergency Travel Medical Insurance	
	2.3.2. Flight Delay and Baggage Delay Insurance	5
	2.3.3. Lost or Stolen Baggage Insurance.	
	2.3.4. Hotel/Motel Burglary Insurance	
	2.3.5. Car Rental Collision/Loss Damage Insurance	6
	2.3.6. Car Rental Personal Effects Insurance	6
	2.3.7. Car Rental Accidental Death and Dismemberment Insurance	
	2.3.8. \$150,000 Common Carrier Accident Insurance	
	2.3.9. Purchase Security & Extended Warranty Insurance	
	2.3.10. Mobile Device Insurance	
	2.3.11. Event Ticket Protector Insurance	
2.4	DESCRIPTION OF COVERAGE	
	2.4.1. Out-of-Province Emergency Travel Medical Insurance	
	2.4.2. Flight Delay and Baggage Delay Insurance	
	2.4.3. Lost or Stolen Baggage Insurance	
	2.4.4. Hotel/Motel Burglary Insurance	
	2.4.5. Car Rental Collision/Loss Damage Insurance	.14
	2.4.6. Car Rental Personal Effects Insurance	
	2.4.7. Car Rental Accidental Death and Dismemberment Insurance	
	2.4.8. \$150,000 Common Carrier Accident Insurance	
	2.4.9. Purchase Security & Extended Warranty Insurance	18
	2.4.10. Mobile Device Insurance	
	2.4.11. Event Ticket Protector Insurance	
3.	LIMITATIONS AND EXCLUSIONS	
	Out-of-Province Emergency Travel Medical Insurance	
	Flight Delay and Baggage Delay Insurance	

3.3	Lost or Stolen Baggage Insurance	23
	Hotel/Motel Burglary Insurance	
3.5	Car Rental Collision/Loss Damage Insurance	24
	Car Rental Personal Effects Insurance	
3.7	Car rental Accidental Death and Dismemberment Insurance	27
	\$150,000 Common Carrier Accident Insurance	
3.9	Purchase Security & Extended Warranty Insurance	27
3.10	0 Mobile Device Insurance	28
3.1	1 Event Ticket Protector Insurance	29
4.	END OF INSURANCE	
4.1	Out-of-Province Emergency Travel Medical Insurance	30
4.2	Flight Delay and Baggage Delay Insurance	30
	Lost or Stolen Baggage Insurance	
4.4	Hotel/Motel Burglary Insurance	31
4.5	Car Rental Collision/Loss Damage Insurance	31
	Car Rental Personal Effects Insurance	
	Car rental Accidental Death and Dismemberment Insurance	
	\$150,000 Common Carrier Accident Insurance	
	Purchase Security & Extended Warranty Insurance	
	0 Mobile Device Insurance	
	1 Event Ticket Protector Insurance	
5.	NOTICE OF LOSS, PROOF OF LOSS, CLAIMS	
	Out-of-Province Emergency Travel Medical Insurance	
	Flight Delay and Baggage Delay Insurance	
	Lost or Stolen Baggage Insurance	
	Hotel/Motel Burglary Insurance	
	Car Rental Collision/Loss Damage Insurance	
	Car Rental Personal Effects Insurance	
	Car rental Accidental Death and Dismemberment Insurance	
	\$150,000 Common Carrier Accident Insurance	
	Purchase Security & Extended Warranty Insurance	
	0 Mobile Device Insurance	
-	1 Event Ticket Protector Insurance	
6.	INSURER'S RESPONSE	
7.	APPEAL OF INSURER'S DECISION	
8.	OUR CONTACT INFORMATION	46
9.	PROTECTING YOUR PERSONAL INFORMATION	46
10.		46
11.	REFERRAL TO THE AUTORITÉ DES MARCHÉS FINANCIERS	
12.		
12.2	2 NOTICE OF CANCELLATION OF AN INSURANCE CONTRACT	58

INTRODUCTION

This distribution guide describes the insurance coverages provided to Brim World Mastercard[®] Cardmembers at no additional cost, which include:

- Out-of-Province Emergency Travel Medical Insurance (Master policy PSI052693013);
- Flight Delay and Baggage Delay Insurance (Master policy PSI052693281);
- Lost or Stolen Baggage Insurance (Master policy PSI052693352);
- Hotel/Motel Burglary Insurance (Master policy PSI052709430);
- Car Rental Collision/Loss Damage Insurance (Master policy PSI052693939);
- Car Rental Personal Effects Insurance (Master policy PSI052709457);
- Car Rental Accidental Death and Dismemberment Insurance (Master policy PSI052697327);
- \$150,000 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 World Mastercard[®] Cardmembers whose accounts are in Good Standing and, where applicable, for their eligible Spouse, Dependent Children and/or other described individuals.

Global Excel Management Inc. (herein called "Global Excel") provides travel assistance and claims services for the following coverages:

- Out-of-Province Emergency Travel Medical Insurance;
- Flight Delay and Baggage Delay Insurance;
- Lost or Stolen Baggage Insurance;
- Hotel/Motel Burglary Insurance;

The Insurer provides assistance and claims services for all other coverages.

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. Out-of-Province Emergency Travel Medical Insurance

Coverage for 8 days if You are age 64 or under

Out-of-Province Emergency Travel Medical Insurance is designed to cover losses arising from sudden and unforeseeable circumstances.

This insurance covers out-of-province Emergency medical expenses incurred by You, Your Spouse and Your Dependent Children, up to \$5,000,000 CDN per person, per Trip. Coverage is provided for the first eight (8) consecutive days of Your Trip, if You are age 64 or under, or the Dependent Child of a Cardmember age 64 or under.

This insurance also provides access to Emergency travel services.

1.1.2. Flight Delay and Baggage Delay Insurance

Flight Delay Insurance provides for the reimbursement of Reasonable Living Expenses, transportation expenses and entertainment expenses that You incur as a result of a flight delay or a missed connection.

Baggage Delay Insurance provides for the reimbursement of expenses incurred to meet Emergency Needs during the baggage delay period.

1.1.3. Lost or Stolen Baggage Insurance

Lost or Stolen Baggage Insurance provides reimbursement for the damage to or the loss of Your owned or borrowed baggage and personal effects, while in transit as checked-in baggage or carried on board a flight.

1.1.4. Hotel/Motel Burglary Insurance

Hotel/Motel Burglary Insurance provides reimbursement for the damage to or the loss of Your personal items due to Burglary into Your Hotel or Motel room while You are registered as a guest.

1.1.5. Car Rental Collision/Loss Damage Insurance

Car Rental Collision/Loss Damage Insurance will compensate the Cardmember or the Rental Agency in the event of theft, loss or damage to the Rental Auto.

1.1.6. Car Rental Personal Effects Insurance

Car Rental Personal Effects Insurance will provide reimbursement if your Personal effects and those of your Spouse and Dependent Children are stolen or damaged while in a Rental Auto.

1.1.7. Car Rental Accidental Death and Dismemberment Insurance

Car Rental Accidental Death and Dismemberment Insurance provides a benefit to you or to your estate in the event of your death or an Injury resulting from an accident. This benefit is payable if the accident occurs while you are riding as a passenger in, driving, boarding or alighting from a Rental Auto.

1.1.8. <u>\$150,000 Common Carrier Accident Insurance</u>

\$150,000 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.

1.1.9. Purchase Security & Extended Warranty Insurance

The 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.

The 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.

1.1.10. <u>Mobile Device Insurance</u>

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.

1.1.11. 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. Out-of-Province Emergency Travel Medical Insurance

Coverage for 8 days if You are age 64 or under

You do not need to use the Card to be eligible. Coverage is only available if:

- You are a resident of Canada; and
- You are covered by a Government Health Insurance Plan; and
- You are travelling outside Your Province.

2.1.2. Flight Delay and Baggage Delay Insurance

Flight delay

This insurance applies only when the Full Fare for the flight has been charged to the Card.

Baggage delay

This insurance applies only when the Full Fare for the flight on which the baggage was checked was charged to the Card.

2.1.3. Lost or Stolen Baggage Insurance

This insurance applies only when the Full Fare of the airline ticket has been paid in advance with the Cardmember's Card.

2.1.4. Hotel/Motel Burglary Insurance

This insurance applies only when:

- the entire cost of the Hotel/Motel room is charged to the Card; or
- the Hotel/Motel stay has been reserved initially using the Card; and
- the entire cost is charged to the Card upon check out or paid for with points from the Card reward program.

2.1.5. Car Rental Collision/Loss Damage Insurance

This insurance applies when:

- you use the same Card to initiate and complete the entire rental transaction; and
- the full cost of the rental is charged to the Card or paid for with points from the Card reward program.

2.1.6. Car Rental Personal Effects Insurance

This insurance applies when:

- you charge the full cost of the Rental Auto to your Card; or
- you use points earned under the Card reward program to pay for the rental costs; and
- all charges not paid for with points from the Card reward program have been charged to the Card, including the applicable taxes.

2.1.7. Car Rental Accidental Death and Dismemberment Insurance

This insurance applies only when the Rental Auto has been paid for using the Cardmember's Card.

2.1.8. \$150,000 Common Carrier Accident Insurance

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

2.1.9. 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.

2.1.10. <u>Mobile Device Insurance</u>

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.

2.1.11. <u>Event Ticket Protector Insurance</u>

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. Global Excel can be contacted 24 hours a day, 7 days a week.

2.3 EFFECTIVE DATE

2.3.1. Out-of-Province Emergency Travel Medical Insurance

Coverage for 8 days if You are age 64 or under

Out-of-Province Emergency Travel Medical coverage begins when You leave Your Province.

If You are flying, coverage begins when You take off from Your Province.

Proof of Your Departure Date and return date will be required.

2.3.2. Flight Delay and Baggage Delay Insurance

Flight Delay and Baggage Delay Insurance begins automatically at the latest of the following dates:

- 1) The date the policy is effective; **or**
- 2) The date the Cardmember falls within the definition of an Insured Person.

2.3.3. Lost or Stolen Baggage Insurance

Lost or Stolen Baggage Insurance begins when:

- The Full Fare of the airline ticket has been charged in advance to the Cardmember's Card; and
- Your baggage has been checked-in and is in the care, custody and control of a scheduled airline or charter airline; **or**
- You board the aircraft, as it pertains to carry-on baggage.

2.3.4. Hotel/Motel Burglary Insurance

Hotel/Motel Burglary Insurance begins automatically at the latest of the following dates:

- The date the policy is effective;
- The date the Cardmember falls within the definition of an Insured Person;
- The actual time You check into Your Hotel/Motel room, provided that Your Hotel/Motel room is reserved with or paid for with the Card and/or obtained through the redemption of points from the Card reward program.

2.3.5. Car Rental Collision/Loss Damage Insurance

Car Rental Collision/Loss Damage Insurance for an eligible Cardmember begins at the time the Cardmember legally takes control of the Rental Auto.

2.3.6. Car Rental Personal Effects Insurance

Car Rental Personal Effects Insurance for an eligible Cardmember begins at the time the Cardmember legally takes control of the Rental Auto.

2.3.7. Car Rental Accidental Death and Dismemberment Insurance

Car Rental Accidental Death and Dismemberment Insurance for an eligible Cardmember, his or her Spouse and Dependent Children begins at the time the Insured legally takes control of the Rental Auto.

2.3.8. <u>\$150,000 Common Carrier Accident Insurance</u>

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.

2.3.9. Purchase Security & Extended Warranty Insurance

Purchase Security Insurance applies when:

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

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

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

2.3.10. 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 (2nd) consecutive** Canadian wireless service provider's installment plan bill payment is charged to Your Card.

2.3.11. 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. Out-of-Province Emergency Travel Medical Insurance

Coverage for 8 days if You are age 64 or under

INSURED RISKS

You, Your Spouse and Your Dependent Children automatically have Out-of-Province Emergency Travel Medical Insurance coverage **up to \$5,000,000 CDN, per person, per Trip**.

When You leave Your Province, this insurance will provide coverage:

• during the **first eight (8) consecutive days** of Your Trip, if You are age 64 or under or the Dependent Child of a Cardmember who is age 64 or under, which includes the day You leave Your Province.

You may purchase **additional coverage** for the excess portion of Your Trip by calling **1-844-357-2014** toll free in Canada or the U.S. or by calling **+905-412-1704** collect from anywhere else in the world.

We will cover the Reasonable and Customary Charges for each benefit listed below when an Emergency occurs while You are travelling outside Your Province.

1. Accommodation in a Hospital or Medical Facility

We cover:

- The costs for Hospital or Medical Facility accommodation and
- The necessary medical supplies (except for the costs of a private room or suite unless one is medically required),

in excess of what is covered by Your Government Health Insurance Plan.

2. Doctor's bills

We cover charges made by a Doctor in excess of the amount paid by Your Government Health Insurance Plan where permitted by law.

3. Private registered nurse

We cover charges for the nursing services of a qualified private registered nurse (who is not You or a Family Member) after a period of hospitalization, if the attending Doctor and We consider one to be necessary.

4. Ground ambulance services

We cover charges for ground ambulance services from the place of the Condition or Accident to the nearest Medical Facility able to provide the necessary Treatment.

5. Air ambulance services

We cover charges for air transport between Hospitals and for Hospital admission in Your Province, **if approved by Us in advance**.

6. Paramedical services

We cover charges for the services of the following licensed practitioners, to a maximum of \$300 per practitioner, when such services are deemed necessary due to an Emergency:

- Chiropractor;
- Physiotherapist;
- Chiropodist;
- Podiatrist; or

• Osteopath.

Eligible services include x-rays.

IMPORTANT! Be sure to keep Your receipts as they are required to make a claim.

7. Diagnostic services

We cover charges for laboratory tests and x-rays ordered by the Doctor who is treating You.

IMPORTANT!

Coverage does not include magnetic resonance imaging (MRI), Cardiac catheterization, computerized axial tomography (CAT) scans, sonograms, ultrasounds and biopsies unless such services are approved in advance by Global Excel.

8. Prescription drugs

We cover the cost of drugs and medicines prescribed by the attending Doctor as a result of an Emergency and dispensed by a licensed pharmacist, up to a 30-day supply.

IMPORTANT! Be sure to keep Your receipts as they are required to make a claim.

9. Medical appliances

We cover the charges for the following items when obtained outside Your Province **and** ordered by the attending Doctor as a result of an Emergency.

- Splints;
- Crutches;
- Casts;
- Canes;
- Trusses;
- Walkers; and
- Temporary wheelchair rental.

10. Dental treatment

The following dental services are covered for Emergency dental Treatment at Your Trip destination, **up to \$2,000**:

• The repair or replacement of Your sound natural teeth injured as the result of an accidental blow to the face, **provided** You consult a Doctor or a dentist immediately following the injury **and** the Treatment is received within the first eight (8) consecutive days of Your Trip.

The following services at Your Trip destination are also covered, **up to \$200**:

• The charges incurred for emergency relief of dental pain.

IMPORTANT! Coverage does not include crowns and root canals.

IMPORTANT! An Accident report from the Doctor or dentist is required to make a claim.

11. Coming home

We cover the following charges for Your return home:

- The cost of one-way economy airfare by the most cost-effective route, if You do not hold a valid, open return ticket, **and** when deemed medically necessary and specified in writing by the attending Doctor.
- The extra charges required, if You need a stretcher, **and** one-way economy airfare for a Family Member or a Travelling Companion (if he/she is not holding a valid, open return ticket) who is medically required to fly home with You.
- The cost of round-Trip economy airfare, overnight hotel and meals for a qualified medical attendant who must accompany You, provided the attending Doctor or commercial airline specifies in writing that such is necessary.

IMPORTANT! All of the above must be approved in advance by Us.

12. Care and return of Dependent Children

If You are unable to attend to Your Dependent Children travelling with You as the result of hospitalization due to a medical Emergency:

- We will arrange temporary care for them, or
- We will cover the cost of a one-way economy airfare (if they do not have a valid open return ticket) to their Province.

We will also cover charges of up to \$250 for incidental expenses resulting from their return home, if You submit all the original receipts with Your claim.

13. Transportation to bedside

We will reimburse the expenses incurred by a Family Member or a friend to:

- travel to Your bedside, if You are travelling alone and are hospitalized for a minimum of 7 consecutive days; or
- to identify Your remains in the case of Your death.

IMPORTANT!

The Family Member (other than the Cardmember, Spouse or Dependent Children) or friend would not be covered under this insurance and should consider purchasing his/her own emergency travel medical insurance.

14. Return of deceased

If You die, We will cover:

- the charges for the preparation of Your remains;
- the charges for the return of Your remains on a regular public carrier to a funeral home in Your Province;
- the charges for Your burial or Your cremation at the place where You die, up to \$3,500.

IMPORTANT! Cost of coffin is not included.

15. Meals and accommodation

We cover **up to \$250 a day**, to an **overall maximum of \$1,750** for Your reasonable additional expenses if, because of a medical Emergency, You have to arrange for any unplanned commercial accommodation and/or meals.

IMPORTANT!

The daily amount and the overall maximum refer to total expenditures for all persons covered, not to expenditures for each individual.

16. Vehicle services

We cover the reasonable expenses You incur for the return of a private or rental vehicle (which has not been used for commercial purposes), up to \$1,000, if:

- the attending Doctor specifies in writing that You are unable to drive due to an Emergency; and
- if no other person travelling with you is able to return the vehicle.

We will also cover the charges of one-way economy airfare to Your Province, if:

• a private vehicle (which has not been used for commercial purposes) is stolen or cannot be driven due to an accident.

17. Incidental expenses

We cover up to \$300 for the reasonable incidental expenses You incur, (e.g. television rental, taxis, car rentals).

This also includes contracted expenses at home that must be extended due to hospitalization that had delayed Your return home, e.g. house-sitting, childcare, kennels, etc.

MEDICAL ASSISTANCE SERVICES

This insurance provides You with access to the following medical assistance services:

- We help You find a Doctor, Hospital or Medical Facility;
- We verify Your coverage with the Hospital or Medical Facility and arrange payments;
- We monitor Your medical Treatment and keep Your family, employer, etc., informed;
- We arrange Your transportation home if it is medically required;
- We arrange for the transportation of a Family Member or friend to Your bedside if You are hospitalized or to identify Your remains if You die;
- We arrange for Your Dependent Children to be looked after and to be flown home if You are hospitalized.

TRAVEL SERVICES

If You need information before Your Trip, simply call Global Excel. Assistance will be provided by Us for the following services:

- **Pre-Trip Information and Assistance**: if You are visiting a foreign country, We will tell You what documentation is required, what the currency exchange rate is, what inoculations are needed, where consulates and embassies are located, what weather is typical or forecast, where to find a translator if You need one, and where You can find things like hotels, tourist attractions and campgrounds.
- **Emergency Message Services**: We will record emergency messages from or for You. These messages may be retrieved at any time by You, Your family or business associates.
- **Recovering Lost Items**: If Your luggage is lost, stolen or delayed while travelling on a Common Carrier, We will help You to recover it. If Your Common Carrier ticket or passport is lost or stolen, We will help You to replace it.
- Legal Referrals: If You are arrested or detained during the first eight (8) days of Your Trip, We will help You contact a local lawyer or the nearest Canadian embassy. We will also keep Your family, friends or business associates informed until You find legal counsel and We will coordinate any bail bond services that You may need.
- Emergency Cash Services: If You need emergency money, We can help You arrange to have cash forwarded to You through a friend, Family Member, business or Your credit Card up to Your available credit limit.

2.4.2. Flight Delay and Baggage Delay Insurance

INSURED RISKS

PART 1 - FLIGHT DELAY, TRANSPORTATION EXPENSE & ENTERTAINMENT EXPENSES

FLIGHT DELAY/MISSED CONNECTION

We will reimburse the Cardmember for Reasonable Living Expenses the Insured Person incurs during the period of flight delay/missed connection, **up to \$500 per day**, subject to an **Aggregate Limit of \$1,000** provided that:

- The Full Fare for the delayed flight was charged to the Card;
- The delay lasted in excess of four (4) hours from the time of scheduled departure causing You to:
 - delay Your travel arrangements; and/or
 - miss a connecting flight;
- The delayed flight was a scheduled service by an airline;
- The delay of the flight was the result of strike by airline personnel, quarantine, civil commotion, hijack, natural disaster, inclement weather, mechanical breakdown or air traffic delays caused by congestion in the skies; **and**
- The Insured Person provides receipts for Reasonable Living Expenses.

TRANSPORTATION EXPENSES

We will reimburse the Cardmember up to an **Aggregate Limit of \$100** for the ground transportation expenses the Insured Person incurs if:

- As a result of a covered outbound flight delay/missed connection, the Insured Person returns directly to either his/her principal residence or a place of overnight accommodation; **and**
- As a result of a covered return flight delay/missed connection, the Insured Person travels to a place of overnight accommodation.

ENTERTAINMENT EXPENSES

We will reimburse the Cardmember up to an **Aggregate Limit of \$100** if, as the result of a flight delay/missed connection covered by this insurance, the Insured Person attends a:

- ticketed event such as, but not limited to, a movie theatre, theatre, concert hall opera;
 or
- sports event during the period of flight delay/missed connection.

PART 2 – DELAY OF CHECKED BAGGAGE

We will reimburse the Cardmember for the cost incurred to meet the Emergency Needs of an Insured Person made during a baggage delay period, **up to \$1,000** per Insured Person per occurrence, **subject to an Aggregate Limit of \$2,000, provided that:**

- The Full Fare for the flight on which the baggage was checked was charged to the Card or was obtained through the redemption of points from the Card reward program;
- Such baggage was unavoidably delayed by an airline in excess of six (6) hours; and
- Such baggage was in the custody of an airline.

This coverage shall be excess to all other insurance or indemnity available to the Insured Person.

2.4.3. Lost or Stolen Baggage Insurance

We will pay the Insured Person for loss or damage to owned or borrowed baggage and personal effects used for the personal use of the Insured Person while in transit as checked-in baggage or carried on board a chartered flight supplied by a scheduled airline, or by a charter airline if such flight operates on a regular published schedule, **and** when the Full Fare is paid with the Card.

Benefits are payable up to **\$1,000 per Insured Person** to a **maximum of \$2,000** for any one Occurrence for all Insured Persons combined.

Of the \$2,000 maximum, a limit of \$300 per Occurrence applies to jewellery, and a limit of \$250 per Occurrence applies to golf clubs and golf bags combined.

2.4.4. Hotel/Motel Burglary Insurance

INSURED RISKS

If You suffer loss or damage due to Burglary into Your Hotel/Motel room while registered as a guest of a Hotel/Motel, We will reimburse You for the damage to or loss of Your personal items (excluding cash) upon receipt of due proof of loss or damage.

MAXIMUM BENEFIT

The maximum benefit payable for all Insured Persons' claims combined under this coverage is **\$500 per Burglary occurrence**.

This coverage shall be excess to all Other Insurance or indemnity available to You.

2.4.5. Car Rental Collision/Loss Damage Insurance

INSURED RISKS

This insurance provides coverage when the Cardmember rents and legally takes control of the Rental Auto and declines the:

- Collision Damage Waiver (CDW);
- Loss Damage Waiver (LDW); or
- similar coverage offered by the Rental Agency.

IMPORTANT!

The Cardmember should check with their personal automobile insurer and the Rental Agency to ensure that they and all other drivers have adequate third party liability, personal injury and property damage coverage. This insurance only covers theft, loss or damage to the Rental Auto as stipulated herein.

BENEFIT

The Car Rental Collision/Loss Damage Insurance compensates **the Cardmember or the Rental Agency** in the event of theft, loss or damage to the Rental Auto.

The benefit payable is limited to the Actual Cash Value of the Rental Auto and valid Rental Agency Loss of Use charges when the conditions described below are met.

The Cardmember must carefully check the Rental Auto for scratches or dents before and after renting the vehicle. He or she must point out where the scratches or dents are located to a Rental Agency representative and have him or her note these on the appropriate form and retain a copy for their records.

CONDITIONS

The following conditions must be satisfied in order for you to benefit from this coverage:

- A Cardmember must initiate and complete the entire rental transaction with the same valid Card. The full cost of the rental, including applicable taxes, must be charged to the Card. Rental Autos which are part of prepaid travel packages are also covered if the total package was paid for using the Card;
- Only a Cardmember can rent the Rental Auto and decline the Rental Agency's CDW, LDW or an equivalent coverage offering;

IMPORTANT!

This insurance will be void, if anyone other than the Cardmember rents a vehicle and declines such coverage.

- The Cardmember must decline the Rental Agency's CDW, LDW or similar coverage offered by the Rental Agency on the Rental Agreement. If there is no space on the vehicle Rental Agreement for the Cardmember to indicate that they have declined the coverage, then they should indicate in writing on the Rental Agreement "I decline the CDW provided by the Rental Agency". When a Cardmember does not have the option available to decline the Rental Agency's CDW, LDW or similar provision, the Insurer will pay for covered theft, loss and damage up to the limit of the deductible stipulated in the Rental Agency's CDW, LDW or similar provision, purchased by the Cardmember. This shall not be construed to provide coverage where the Rental Agency is responsible by legislation or law for any damage to the Rental Auto;
- A Cardmember is covered if they receive a "free rental" as a result of a promotion, where they have had to make previous vehicle rentals if each such previous rental was entirely paid for with the Card and the applicable taxes for the "free rental" have been charged to the Card;
- A Cardmember is covered if points earned under the Card reward program are used to pay for the rentals and any charges not paid for with points from the Card reward program including the applicable taxes have been charged to the Card. The payment may be made by charging the Cardmember's Card or through the redemption of points from the Card reward program or a combination of both methods of payment;
- A Cardmember is covered for any car, sport utility vehicle, and Mini-van, in its model year, with a Manufacturer's Suggested Retail Price (MSRP) of sixty-five thousand dollars (\$65,000) Canadian or less, excluding all taxes, at the place the Rental Agreement is signed or where the Rental Auto is picked up, with the exception of those listed as excluded from coverage under the certificate;
- A Cardmember is covered when only one Rental Auto is rented at a time, i.e. if during the same period there is more than one vehicle rented by the Cardmember, only the first Rental Auto will be eligible for these benefits;
- The length of time the Cardmember rents the same Rental Auto must not exceed 48 consecutive days, which includes instances where the Cardmember is renting one

vehicle immediately after the other. A full calendar day between rentals must exist in order to break the 48 consecutive-day cycle. If the rental period exceeds 48 consecutive days, coverage will not be provided from the first day of rental onwards;

• The Cardmember and/or Eligible Person has not been indemnified for damages or expenses covered under the policy by or through personal insurance.

2.4.6. Car Rental Personal Effects Insurance

INSURED RISKS

This insurance provides coverage for:

- Burglary; or
- damages to

the Cardmember's Personal Effects or, when travelling with the Cardmember, a Spouse and Dependent Children's Personal Effects while such Personal Effects are in transit in the Rental Auto.

MAXIMUM BENEFIT

There is a **maximum benefit of \$1,000** for each of you, your Spouse or Dependent child, and an **overall maximum benefit of \$2,000** per Occurrence.

2.4.7. Car Rental Accidental Death and Dismemberment Insurance

INSURED RISKS

If, while riding in, driving, boarding or alighting from a covered Rental Auto, an Insured sustains an Injury (accident) during the Coverage Period that results in accidental death or other covered loss, the Insured or his/her estate will receive a benefit as per the schedule of benefits below, provided such loss occurs within three hundred and sixty-five (365) days after the date of the accident.

SCHEDULE OF BENEFITS

ACCIDENTAL LOSS OF:	BENEFIT
Life	\$100,000 Canadian
Both hands or both feet	\$100,000 Canadian
Both arms or both legs	\$100,000 Canadian
Entire sight of both eyes	\$100,000 Canadian
One hand and one foot	\$100,000 Canadian
Speech or hearing in both ears	\$100,000 Canadian
One arm or one leg	\$75,000 Canadian
One hand or one foot	\$67,000 Canadian
Entire sight of one eye	\$67,000 Canadian
Thumb and index finger of one hand	\$33,000 Canadian

If within one year from the date of an Injury, the Insured suffers **entire and irrecoverable loss** of use of limbs or Permanent and Total Disability as stated below, the following benefits will be paid:

ACCIDENTAL LOSS OF:	BENEFIT
One arm or one leg	\$75,000 Canadian
One hand or one foot	\$75,000 Canadian
Both hands or both feet	\$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
Permanent and Total Disability	\$100,000 Canadian

The benefit for Loss of life of an Insured shall be payable to the estate of the Insured. All other benefits will be payable to the Insured.

MAXIMUM BENEFITS

The maximum benefit **payable to any one Insured** is **\$100,000** Canadian for all losses resulting from any one (1) accident.

The maximum benefit **payable to all Insureds combined** is **\$300,000** Canadian for all losses resulting from any one (1) accident.

IF MORE THAN ONE (1) LOSS IS SUSTAINED AS THE RESULT OF ANY ONE (1) ACCIDENT, ONLY ONE BENEFIT SHALL BE PAYABLE, THE LARGEST.

2.4.8. <u>\$150,000 Common Carrier Accident Insurance</u>

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	\$150,000 Canadian
Quadriplegia (total paralysis of both upper and lower limbs)	\$150,000 Canadian
Paraplegia (total paralysis of both lower limbs)	\$150,000 Canadian
Hemiplegia (total paralysis of upper and lower limbs of one side of the body)	\$150,000 Canadian
Loss of speech	\$150,000 Canadian
Loss of hearing	\$150,000 Canadian
Loss of use or Loss of one arm or one leg	\$112,500 Canadian
Loss of use or Loss of one hand or one foot	\$75,000 Canadian
Loss of sight of one eye	\$75,000 Canadian
Loss of use or Loss of thumb and index finger of one hand	\$37,500 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 **five hundred thousand dollars (\$500,000)**.

2.4.9. 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 1.1.9, 2.1.9, 2.3.9, 2.4.9, 3.9 and 4.9 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.

2.4.10. <u>Mobile Device Insurance</u>

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 \$1,000 CAD**.

The depreciated value of Your Mobile Device at 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.

2.4.11. 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 Out-of-Province Emergency Travel Medical Insurance

Coverage for 8 days if You are age 64 or under

Pre-existing Medical Condition Exclusion

This insurance does not cover claims arising from or related to:

- 1) Any Condition (other than a Minor Ailment) that has not been Stable:
 - during the 90 days before to Your Departure Date.
- 2) Any heart Condition that has not been Stable:
 - during the 90 days before Your Departure Date.
- 3) Any lung Condition that has not been Stable or for which You have been treated with home oxygen or taken oral steroids:
 - during the 90 days before Your Departure Date.

Additional Exclusions

- 1) The continued Treatment, investigations, recurrence or complication of a Condition following Treatment for an Emergency for that Condition during Your Trip, if Our medical advisors advised You, or would have advised You if given the opportunity to do so, to return to Your Province.
- 2) The continued Treatment, investigations, recurrence or complication of a heart or lung Condition following Treatment for an Emergency for any heart or lung Condition during Your Trip, if Our medical advisors advised You, or would have advised You if given the opportunity to do so, to return to Your Province.
- 3) Expenses incurred where You have chosen not to follow Our instructions.
- 4) Elective Treatment, meaning Treatment that is not required due to an Emergency, as determined by Us, even if it is recommended by a Doctor.
- 5) Expenses incurred if You travel contrary to medical advice, or if future Treatment or investigation for a previously diagnosed Condition (even if it has been Stable for 90 days prior to Your Departure Date) has been recommended or scheduled, **except** routine monitoring for the Condition or related Condition causing You to seek Treatment.
- 6) Any Treatment, investigation or surgery that is not due to an Emergency.
- 7) Any surgery, invasive investigations, including cardiac catheterization **unless** preapproved by Us except in extreme circumstances, on an Emergency basis, immediately following admission to a Hospital.
- 8) Expenses for Treatment which is experimental.

- 9) Expenses incurred if You have left Your Province for the purposes of receiving medical care or Hospital services.
- 10) Any expenses related to:
 - a) routine pre-natal care;
 - b) the birth of a child during a Trip;
 - c) pregnancy, childbirth and delivery, or any complications of pregnancy;
 - if You travel during the nine weeks before or after Your expected delivery date as determined by Your doctor at home.
- 11) Expenses which arise, directly or indirectly, from You committing or attempting to commit a criminal act as defined by local laws.
- 12) Participation:
 - a) as a professional athlete in a sporting event including training or practice. (Professional means a person who engages in an activity as one's main paid occupation);
 - b) in any motorized race or motorized speed contest;
 - c) in scuba diving (unless You hold a basic SCUBA designation from a certified school or other licensing body), hang-gliding, rock climbing, paragliding, skydiving, parachuting, bungee jumping, mountain climbing using ropes and/or specialized equipment, rodeo heli-skiing, any downhill skiing or snowboarding outside marked trails or any cycling racing event or ski racing event.
- 13) Expenses incurred due to act of civil disorder or war, whether it is declared or not.
- 14) Expenses incurred as a result of abuse or overdose of a medication, drug or toxic substance; alcohol abuse, alcoholism or an Accident while being impaired by drugs or alcohol or having an alcohol concentration that exceeds the legal limit as determined in the jurisdiction where the Accident occurred.
- 15) Expenses incurred as a result of intentional self-inflicted injuries, suicide or attempted suicide.
- 16) Expenses incurred due to a disorder, disease, Condition or symptom that is emotional, psychological or mental in nature unless You are hospitalized.
- 17) Magnetic resonance imaging (MRI), computerized axial tomography (CAT) scans, sonograms or ultrasounds and biopsies **unless** such services are authorized in advance by Global Excel.
- 18) Any sickness, injury or medical Condition You suffer or contract, or any loss You incur in a specific country, region or area for which the Government of Canada has issued a travel advisory or formal notice, before Your Departure Date, advising travellers to avoid non-essential travel or to avoid all travel to that specific country, region or area. If the travel advisory or formal notice is issued after Your Departure Date, Your coverage under this insurance in that specific country, region or area will be limited to a period of 10 days from the date the travel advisory or formal notice was issued, or to a period that is reasonably necessary for You to safely evacuate the country, region or area.
- 19) Ionising radiation or radioactive Contamination from any nuclear fuel or waste which results from the burning of nuclear fuels; or, the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

Once We have paid Your health care provider or reimbursed You for covered expenses, We will seek reimbursement from Your Government Health Insurance Plan and any other medical insurance plan under which You may have coverage. You may not claim or receive in total more than 100% of Your total covered expenses or the actual expenses which You incurred. In addition, You must repay to Us any amount paid or authorized by Us on Your behalf, if We determine that the amount was not payable under the terms of Your policy.

3.2 Flight Delay and Baggage Delay Insurance

This insurance does not cover loss caused by or resulting from the following:

- 1) Any act of declared or undeclared war;
- Any accident occurring while the Insured Person is operating or learning to operate or serving as a member of the crew of any aircraft;
- 3) Any criminal act by the Insured Person;
- 4) Failure of any device to correctly read or interpret date/time data;
- 5) Purchases related to the delayed baggage made after the baggage is returned by the Common Carrier (applies to baggage delay insurance only).

3.3 Lost or Stolen Baggage Insurance

This insurance does not cover any loss, claim or expense of any kind caused directly or indirectly from the following:

- 1) Loss or damage to the following items:
 - contact lenses;
 - eyeglasses;
 - sunglasses;
 - artificial teeth;
 - artificial limbs;
 - any device used to record images and/or sound and its equipment and accessories, including but not limited to cameras and camera equipment and accessories;
 - any electronics including but not limited to laptops, iPods, MP3 players and cell phones;
 - sports equipment (except golf clubs and golf bags; skis, ski poles and ski boots; and racquets);
 - statuary;
 - paintings;
 - china or glass objects;
 - objects of art or antiques;
 - household effects and items pertaining to business;
 - perishable items;
 - animals and furs;
- 2) Cash, securities, bullion, negotiable property, tickets and valuable papers and documents;
- 3) Any illegal activity, fraud, or criminal activity, committed by or attempted by an Insured Person;
- 4) Loss or damage as a result of any act of war, whether declared or undeclared, hostile or war-like action, insurrection, rebellion, revolution, civil war, usurped power, or action taken by government or public authority in hindering, combating or defending against such action;

- 5) Loss or damage as a result of terrorism, meaning any ideologically motivated unlawful act(s), including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public;
- 6) Loss or damage as a result of nuclear reaction, nuclear radiation, radioactive contamination, or any weapon of war employing atomic fission or a radioactive force;
- 7) Confiscation, expropriation or detention by any government, public authority, customs or other official.

3.4 Hotel/Motel Burglary Insurance

This insurance does not cover loss or damage caused directly or indirectly, in whole or in part, by or resulting from:

- 1) Any act of declared or undeclared war;
- 2) Any criminal act by the Insured Person;
- 3) Confiscation, expropriation or detention by any government, public authority, customs or other official;
- 4) Nuclear fuel or waste, or the combustion of nuclear fuels;
- 5) The loss or damage of cash, traveller's cheques, bank notes, bullion, securities, bonds, debentures, tickets or documents of any kind;
- 6) The loss or damage of china, glass, fragile or brittle articles, statuary, paintings, objects d'art, antiques, household effects or furnishings;
- 7) Your failure to take reasonable precautions to safeguard Your personal property or to secure Your Hotel/Motel room;
- 8) The taking of or damage to Your personal property as a result of unlawful entry into any place other than Your Hotel/Motel premises.

3.5 Car Rental Collision/Loss Damage Insurance

This insurance does not cover losses to automobiles or other vehicles which are not Rental Autos, or losses arising from, caused by, or which contributed to:

- 1) Third party liability;
- 2) Damages or expenses assumed, waived, or that may be paid by the Rental Agency, or by its insurer pursuant to any direct compensation agreement or other applicable sections of provincial insurance acts;
- 3) Personal injury or damage to property, except the Rental Auto itself or its equipment;
- 4) Replacement vehicle for which automobile insurance is covering all or part of the cost of the rental;
- 5) The operation of the Rental Auto at any time during the Coverage Period where an Eligible Person is driving while intoxicated or under the influence of any illegal or prescribed (if advised not to operate a vehicle) narcotic;
- 6) Any dishonest, fraudulent or criminal act committed by any Eligible Person or at their direction;
- 7) Participation in any race or speed test;
- 8) The use of a fuel type or octane level that differs from the manufacturer's recommended fuel for that Rental Auto;
- 9) Normal wear and tear, gradual deterioration, or mechanical or electrical breakdown or failure, inherent vice or damage, insects or vermin;

10) The operation of the Rental Auto in violation of the terms of the Rental Agreement except:

- a) Eligible Persons as defined may operate the Rental Auto;
- b) The Rental Auto may be driven on publicly maintained gravel roads;
- c) The Rental Auto may be driven across provincial and state boundaries in Canada and the U.S. and between Canada and the U.S.

Theft, loss and damage arising while the Rental Auto is being operated under (a), (b) or (c) above is covered by this insurance, subject however to all other terms, conditions and exclusions contained in this insurance.

However, the Rental Agency's third party liability insurance may not be in force and, as such, a Cardmember must ensure that he/she is adequately insured privately for third party liability.

- 11) Seizure or destruction under a quarantine or customs regulations or confiscation by order of any government or public authority; the damage between the time of seizure, confiscation or quarantine and the time the Rental Agency staff complete their inspection report will be held to be the Cardmember's responsibility, so whenever possible they should arrange to be present when the Rental Agency conducts their final inspection of the vehicle;
- 12) The transportation of contraband or illegal trade;
- 13) War, hostile or warlike action, insurrection, rebellion, revolution, civil war, usurped power, or action taken by government or public authority in hindering, combating or defending against such action;
- 14) The transportation of property or passengers for hire;
- 15) Nuclear reaction, nuclear radiation, or radioactive contamination, any weapon of war employing atomic fission or a radioactive force;
- 16) Intentional damage to the Rental Auto by an Eligible Person or at their direction;
- 17) The loss, damage or misplacement of vehicle entry devices including keys and remote-control devices or any related consequential loss, damage or expense.

Coverage **does not apply** and no benefits will be paid when the **rental period exceeds 48 consecutive days**, either during or after the first 48 days.

The following vehicles are excluded from coverage under this insurance:

- 1) Any vehicle, in its model year, with a Manufacturer's Suggested Retail Price (MSRP) over sixty-five thousand dollars (\$65,000) Canadian, excluding all taxes, at the place the Rental Agreement is signed or where the Rental Auto is picked up;
- 2) Vans, cargo vans or mini cargo vans (other than Mini-vans);
- 3) Trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck;
- 4) Limousines;
- 5) Off-Road Vehicles;
- 6) Motorcycles, mopeds or motor bikes;
- 7) Trailers, campers, recreational vehicles or vehicles not licensed for road use;
- 8) Vehicles towing or propelling trailers or any other object;
- 9) Mini-buses or buses;
- 10) Exotic vehicles, meaning vehicles such as but not limited to, Aston Martin, Bentley, Bricklin, Daimler, De Lorean, Excalibur, Ferrari, Jaguar, Jensen, Lamborghini, Lotus, Maserati, Porsche, Rolls Royce and limousines;
- 11) Any vehicle which is either wholly or in part handmade, hand finished or has a limited production of under 2,000 vehicles per year;

- 12) Antique vehicles, meaning a vehicle over twenty (20) years old or which has not been manufactured for ten (10) years or more;
- 13) Tax-Free Cars.

3.6 Car Rental Personal Effects Insurance

Coverage **does not apply** when the **rental period exceeds 48 consecutive days**, either during or after the first 48 days.

Personal effects do not include:

- Household property;
- vehicles of any kind or their equipment (except motorized wheelchairs);
- money (whether paper or coin);
- travellers' cheques;
- bullion;
- bank notes;
- deeds;
- tickets;
- securities;
- documents;
- contact lenses;
- artificial teeth;
- artificial limbs;
- perishables;
- medals or other numismatic property;
- animals or living plants;
- Personal Effects in Tax-Free Cars

Burglary or damage resulting directly or indirectly from the following is not covered:

- mysterious disappearance;
- lost items;
- hostilities of any kind, including but not limited to war, invasion, rebellion, civil disobedience, terrorism or insurrection;
- any property illegally acquired or kept;
- any property lawfully seized or confiscated;
- loss or damage caused by the Cardmember;
- occurring due to any process or while being worked upon;
- normal wear and tear;
- flood;
- earthquake;
- radioactive contamination;
- fraud;
- abuse;
- faulty workmanship or inherent defect; or
- the operation of the Rental Auto in violation of the terms of the Rental Agreement.

Personal effects coverage **is in excess of** all other applicable **and** valid insurance, indemnity or protection available to the Cardmember, Spouse and Dependent Children in respect of the item subject to the claim.

This insurance only applies:

- after all other insurance, indemnity or protection have been exhausted; and
- only to cover the excess of the amount of the Burglary or damage over the amount covered under such other insurance, indemnity or protection; and

• to cover the amount of any applicable deductible.

Subject to sections 1.1.6, 2.1.6, 2.3.6, 2.4.6, 3.6 and 4.6 of the present guide.

3.7 Car rental Accidental Death and Dismemberment Insurance

This Car Rental Accidental Death & Dismemberment Insurance does not cover losses caused, or contributed to, by:

- 1) operation of the Rental Auto contrary to the terms of the Rental Agreement;
- 2) any dishonest, fraudulent or criminal act committed by an Insured or at their direction;
- 3) Injury or death resulting from intentional self-inflicted Injury or suicide or attempted suicide;
- 4) illness, disease, normal pregnancy or resulting childbirth or miscarriage or bacterial infection except infections which occur as the result of a covered accident or the accidental ingestion of a substance contaminated by bacteria as the result of a covered accident;
- 5) war, hostile or warlike action, insurrection, rebellion, revolution, civil war, usurped power, or action taken by government or public authority in hindering, combating or defending against such action;
- 6) nuclear reaction, nuclear radiation, or radioactive contamination, any weapon of war employing atomic fission or a radioactive force;
- 7) an Insured while driving a Rental Auto while intoxicated or under the influence of any narcotic or drug, unless prescribed by a Physician;
- 8) participating in any race or speed test.

3.8 \$150,000 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.

3.9 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.

3.10 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.

3.11 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 Out-of-Province Emergency Travel Medical Insurance

Coverage for 8 days if You are age 64 or under

Coverage ends at the earliest of the following dates:

- The date You have been absent from Your Province:
 o for more than eight (8) consecutive days,
- The date You return to Your Province;
- The date the Cardmember's Card account is no longer in Good Standing; or
- The date the policy is terminated.

We will **automatically extend** the benefits of Your Out-of-Province Emergency Travel Medical Insurance for You, Your Spouse and Your Dependent Children travelling with You, while You are hospitalized as a result of a medical Emergency.

We will also extend the benefits provided under this insurance for You, Your Spouse and Your Dependent Children travelling with You, for up to 72 hours following:

- 1) Your discharge from a Hospital;
- 2) The expiry date of coverage (if You are not hospitalized) when return has been delayed by order of the Doctor due to an Emergency; **or**
- 3) The expiry date of coverage, if Your return home has been delayed because Your Common Carrier has been delayed or if a private vehicle becomes inoperable on the way to Your departure point.

COVERAGE WILL NOT CONTINUE BEYOND 365 DAYS FROM YOUR LATEST DEPARTURE DATE FROM YOUR DEPARTURE POINT IN YOUR PROVINCE.

4.2 Flight Delay and Baggage Delay Insurance

Coverage ends automatically at the earliest of the following dates:

- The date the policy is terminated;
- The date the Cardmember no longer falls within the definition of an Insured Person; or
- The date the Cardmember's Card account is no longer in Good Standing.

4.3 Lost or Stolen Baggage Insurance

Coverage ends on the earliest of the following:

- The time when checked-in baggage has been unloaded and placed in the airport terminal's baggage pick-up area for retrieval by the Insured Person, and for carry-on baggage, when the Insured Person leaves the aircraft;
- The date the Cardmember's Card account is no longer in Good Standing; or
- The date the policy terminates.

4.4 Hotel/Motel Burglary Insurance

Coverage ends automatically at the earliest of the following:

- The date the policy is terminated;
- The date the Cardmember no longer falls within the definition of an Insured Person;
- The date the Cardmember's Card account is no longer in Good Standing; or
- The time You check out from Your Hotel/Motel room.

4.5 Car Rental Collision/Loss Damage Insurance

A Cardmember's coverage will end at the earliest of the following:

- When the Rental Agency resumes control of the Rental Auto;
- The date the Cardmember no longer falls within the definition of Cardmember or Principal Driver;
- The date the Cardmember's Card account is no longer in Good Standing; or
- The date on which the policy is cancelled, except that coverage in effect at the time of such cancellation will be continued on outstanding rentals.

The Cardmember remains responsible for the Rental Auto:

- After dropping off the keys at the Rental Agency or other drop box; and
- Until the Rental Agency staff complete their inspection report.

4.6 Car Rental Personal Effects Insurance

A Cardmember's coverage will end at the earliest of the following:

- When the Rental Agency resumes control of the Rental Auto;
- The date the Cardmember no longer falls within the definition of Cardmember; or
- The date on which the policy is cancelled, except that coverage in effect at the time of such cancellation will be continued on outstanding rentals.

4.7 Car rental Accidental Death and Dismemberment Insurance

This coverage is automatically terminated if the Insured ceases to fall within the definitions, terms, description of coverage or limitations and exclusions as stated in the policy.

Coverage of a Cardmember and their Spouse and Dependent Children will end at the earliest of the following:

- The date on which the policy terminates, except that coverage in effect at the time of such termination will be continued;
- The date the Cardmember ceases to fall within the definition of Insured;
- The date the Card account is no longer in Good Standing; or
- At the time the Rental Agency or anyone acting on behalf in its name resumes control of the Rental Auto.

4.8 \$150,000 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.

4.9 <u>Purchase Security & Extended Warranty Insurance</u>

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.

4.10 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.

4.11 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 Out-of-Province Emergency Travel Medical Insurance

Coverage for 8 days if You are age 64 or under

YOU MUST CALL GLOBAL EXCEL AT THE FIRST AVAILABLE OPPORTUNITY WHEN YOU NEED EMERGENCY MEDICAL SERVICE.

Of course, if Your medical condition prevents You from calling, We understand – however, You must call as soon as medically possible or, as an alternative, someone else may call on Your behalf (relative, friend, nurse or Doctor).

IMPORTANT!

IF YOU DO NOT CONTACT GLOBAL EXCEL, THE MEDICAL TREATMENT YOU RECEIVE MAY NOT BE COVERED BY THIS INSURANCE.

SOME TREATMENTS REQUIRE PRE-APPROVAL IN ORDER TO BE COVERED.

A Global Excel representative will direct You to a Medical Facility or Doctor in Your area of travel.

If You contact Global Excel at the time of Your Emergency, We will ensure that Your covered expenses are paid directly to the Hospital or Medical Facility, where possible.

IMPORTANT!

You will be responsible for 20% of Your medical expenses covered under this insurance and not recovered from Your Government Health Insurance Plan, to a maximum of \$25,000, if:

- You do not call Global Excel before You seek Emergency services; or
- You choose to seek care from a non-approved medical service provider.

If, after reimbursement by Your Government Health Insurance Plan, Your claim exceeds \$25,000, this insurance will pay 100% of any eligible expenses over and above \$25,000.

You must submit Your claim to Us within the 90 days following the date the services were provided.

We will require proof of Your Departure Date and return date. Such proof can be:

- airline tickets;
- customs stamps; or
- a credit Card receipt with proof of Departure Date from Your Province, provided it is signed by You and contains Your name and the location and date of Your purchase.

If You pay the costs of any service that may be covered, be sure to obtain original itemized receipts.

PAYMENT

All payments:

- are made in Canadian funds;
- shall not carry interest;
- will be calculated based on the exchange rate that We determine to be in effect:
 - o on the date of Your claim; or
 - o on the date the expense was incurred or paid;
- are made by cheque payable
 - o to You;
 - o to Your estate; or
 - \circ to the service provider.

5.2 Flight Delay and Baggage Delay Insurance

If possible, written notice of claim should be given to Us **within 90 days** after the occurrence of any loss, **and** written proof of loss as soon as reasonably possible.

When submitting a claim for **flight delay, transportation and entertainment expenses**, the following documentation must be submitted to Us:

- Verification by the airline of the delay, including the reason for and duration of the delay; and any compensation issued;
- Original itemized expense receipts;
- A copy of the travel agent's invoice/itinerary, or a copy of the account statement on which the Full Fare expense appears, showing Your Card as the method of payment or showing it as a Ticket obtained through the redemption of points from the Card reward program; **and**
- A copy of the airline Ticket.

When submitting a claim for **delayed checked baggage**, the following documentation must be submitted to Us:

- Itemized original receipts for actual expenses incurred;
- A copy of the baggage claim ticket;
- Verification from the airline of the delay including reason, duration of delay, and any compensation issued;

- A copy of the travel agent's invoice/itinerary, or a copy of the account statement on which the Full Fare expense appears, showing Your Card as method of payment or showing it as a Ticket obtained through the redemption of points from the Card reward program; **and**
- A copy of the airline Ticket.

IMPORTANT!

If the main Cardmember or an Insured Person makes any claim knowing it to be false or fraudulent in any respect, the coverage provided under the certificate of insurance will terminate and no benefits will be paid for any claim made under the certificate of insurance or the policy.

All benefits will be paid to the Cardmember.

PAYMENT

All payments or reimbursements:

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

5.3 Lost or Stolen Baggage Insurance

You must file Your claim with Us within thirty (30) days from the date of the Occurrence at the following address:

73 Queen Street, Sherbrooke, (Quebec) J1M 0C9 1-833-429-2746 or +416-920-0938

When submitting a claim, the following documentation is required (as applicable):

- A copy of the invoice/itinerary, and copy of the account statement in which the Full Fare expense appears, showing the Card as the method of payment or showing it as a ticket obtained through the redemption of points from the Card reward program;
- A copy of the lost or damaged baggage report filed with the airline which includes the completed claim form itemizing the baggage's contents;
- Proof of settlement from the Insured Person's personal insurance company;
- Proof of settlement from the airline company;
- Estimate of repair (for damaged baggage/contents). If not repairable, a note from the repair facility stating same;
- Itemized original receipts for replacement items (if not repairable).

PAYMENT

We will not pay more than the lesser of the following amounts:

- The actual replacement cost of the property at the time of loss or damage;
- The amount for which the property could be replaced with property of like kind and quality, if an identical replacement cannot reasonably be obtained;

- The actual cash value of the item at the time of loss or damage should it not be replaced;
- The amount for which the property could be repaired to its condition prior to the damage; or
- The maximum benefit applicable under the certificate.

All amounts payable and all amounts of coverage shown:

- are made in Canadian funds; **and**
- do not include any interest or any fluctuations in the exchange rate.

FAILURE TO COMPLETE THE REQUIRED CLAIM & AUTHORIZATION FORM IN FULL WILL DELAY THE ASSESSMENT OF YOUR CLAIM.

5.4 Hotel/Motel Burglary Insurance

Written proof of loss must be furnished to Us within **thirty (30) days** from the date of loss. Written proof shall include, but may not be limited to:

- The Card statement(s) showing that the Hotel/Motel room was paid in full with the Card and/or obtained through the redemption of points from the Card reward program, or a combination of both methods of payment;
- The invoice from the Hotel/Motel confirming the room was reserved on the Card and paid in full with the Card upon check-out;
- Charge slip/receipt for the Hotel/Motel room;
- A police report confirming forced entry;
- The Hotel/Motel Burglary report;
- Original receipts for repaired or replaced items.

In case of an occurrence or loss, the following requirements must be complied with; failing to do so shall invalidate any claim:

- The Insured Person must notify Us of the occurrence as provided above;
- The Insured Person must take all reasonable steps to protect, save or recover the property;
- The Insured Person must promptly notify the police (copy of such notice is necessary to validate the claim); **and**
- The Insured Person must provide the documents specified above to verify the claim and its amounts and permit copies of such records to be made if needed.

Forward this documentation to:

Global Excel Management Inc.,

73 Queen Street, Sherbrooke, Quebec, J1M 0C9

IMPORTANT!

In the event that the Insured Person has Other Insurance, the Insured Person must file with the insurer of that coverage in addition to filing with Us If the theft or damage is not covered under the primary insurance, the Insured Person may be required to provide a letter from the primary insurer indicating so, and/or a copy of their policy.

YOU MUST PROVIDE DETAILS TO SUBSTANTIATE THE LOSS, THEFT OR DAMAGE; FAILING TO DO SO MAY RESULT IN DENIAL OF THE CLAIM.

PAYMENT

We will not pay more than the lesser of the following amounts:

- The actual replacement cost of the property at the time of loss or damage;
- The amount for which the property could be replaced with property of like kind and quality, if an identical replacement cannot reasonably be obtained;
- The amount for which the property could be repaired to its condition prior to the damage; or
- The maximum benefit applicable under the policy.

All amounts payable and limits of liability shown are in Canadian funds.

Benefits can only be paid if the Insured Person was covered under the policy at the time of loss.

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 from the Insurer for the repair services and the repair facility to be used. 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 AN INSURED PERSON MAKES ANY CLAIM KNOWING IT TO BE FALSE OR FRAUDULENT IN ANY RESPECT, SUCH INSURED PERSON SHALL NO LONGER BE ENTITLED TO THE BENEFIT OF THESE PROTECTIONS NOR TO THE PAYMENT OF ANY CLAIM MADE UNDER THE POLICY.

5.5 Car Rental Collision/Loss Damage Insurance

You must **report** all claims within **forty-eight (48)** hours of the theft, loss and damage occurring.

The Cardmember must carefully check the Rental Auto for scratches or dents before and after renting the vehicle. He or she must point out where the scratches or dents are located to a Rental Agency representative and have him or her note these on the appropriate form and retain a copy for their records.

If the Rental Auto has sustained damage of any kind during the Coverage Period, the Cardmember must immediately contact the Insurer and must not sign a blank sales draft to cover the damage and Loss of Use charges or a sales draft with an estimated cost of repair and Loss of Use charges.

You must **submit** your claim **within 45 days** of discovering the theft, loss and damage along with the following documentation:

- Statement(s), if requested;
- Sales draft showing that the Rental Auto was paid in full with the Card and/or obtained through the redemption of points from the Card reward program, or a combination of both methods of payment;
- A copy of both sides of the vehicle Rental Agreement;
- The accident or damage report, if available;

- The itemized repair bill;
- The receipt for paid repairs;
- The police report, when available, and if a police report is not legally required in the jurisdiction in which the accident occurred, then the name, badge number and division address of the police officer contacted; **and**
- A copy of the billing or pre-billing statement if any repair charges were billed to the Card account.

Forward this documentation to:

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

For all written and verbal correspondence, please include the Cardmember's name and the policy number (**PSI052693939**).

PAYMENT

All payments:

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

All amounts payable and limits of liability shown are stated in the lawful currency of Canada.

DISAGREEMENT OVER SIZE OF LOSS

If there is a disagreement about the amount of the loss, the Cardmember or the Insurer can make a written request for the services of an independent appraisal.

The Cardmember and the Insurer will each select a competent appraiser. They will examine the facts and will give an opinion on the amount of the loss.

If they do not agree, they will select an arbitrator. Any decision agreed to by two of these three parties will be binding.

The Cardmember and the Insurer must pay the appraiser of their choice and share the cost of the arbitrator and the appraisal process.

5.6 Car Rental Personal Effects Insurance

The Cardmember must notify the police immediately upon the discovery of the loss.

All claims must be **reported** within **forty-eight (48)** hours of the Occurrence.

The Cardmember must **submit** a claim **within 30 days** of discovering the Burglary or damage along with the following documentation:

 Sales draft showing that the Rental Auto was paid in full with the Card and/or obtained through the redemption of points from the Card reward program, or a combination of both methods of payment;

- A copy of the monthly billing statement reflecting the charge for the Rental Auto;
- Original police report or other report to local authorities;
- An itemization and description of the stolen or damaged items and their estimated value;
- Estimate of repairs, if applicable;
- Original receipts of stolen items or damaged items (when available);
- Photo of the damaged item, if applicable; and
- Declaration page or certificate of insurance from any other applicable insurance or a notarized statement that the Cardmember has no other insurance.

Forward this documentation to:

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

For all written and verbal correspondence, please include the Cardmember's name and the policy number **PSI052709457**.

PAYMENT

All payments:

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

All amounts payable and limits of liability shown are in Canadian funds, unless otherwise indicated.

DISAGREEMENT OVER SIZE OF LOSS

If there is a disagreement about the amount of the loss, the Cardmember or the Insurer can make a written request for the services of an independent appraisal.

The Cardmember and the Insurer will each select a competent appraiser. They will examine the facts and will give an opinion on the amount of the loss.

If they do not agree, they will select an arbitrator. Any decision agreed to by two of these three parties will be binding.

The Cardmember and the Insurer must pay the appraiser of their choice and share the cost of the arbitrator and the appraisal process.

5.7 Car rental Accidental Death and Dismemberment Insurance

Initial Notification

The Insured or someone acting for the Insured must notify the Insurer, its agents or authorized claims agents of the accident **within forty-eight (48) hours** of its occurrence or as soon thereafter as reasonably possible.

FAILURE TO COMPLY WITH THESE CONDITIONS WITHIN THE TIMES REQUIRED SHALL INVALIDATE ANY CLAIM UNDER THE CERTIFICATE.

Initial Notification shall include but is not limited to:

- The Card's name, the Insured's name and the Card number;
- The date of loss;
- The Rental Agency's name, phone number and address;
- A description of the accident;
- The police report and the names of the injured or deceased persons; and
- The policy number (PSI052697327).

Written Proof of loss

Written proof of loss must be furnished to the Insurer, its agents, or its authorized claims agents within forty-five (45) days from the date of loss. This written proof of loss must be a detailed sworn statement and may include but may not be limited to:

- A completed claim form;
- A copy of the Rental Agreement;
- A copy of charge slip or cash register receipt showing that the full cost of the Rental Auto was charged to the Card;
- A notarized copy of the death certificate;
- A copy of the police accident report; **and**
- A Physician or a coroner's report.

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

All payments:

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

All amounts payable and limits of liability shown are stated in the lawful currency of Canada, unless otherwise indicated.

5.8 \$150,000 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.

5.9 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.

5.10 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.

5.11 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 2.4.11 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^e 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. Out-of-Province Emergency Travel Medical Insurance

"Accident" means a fortuitous, sudden, unforeseen and unintentional event exclusively attributable to an external cause resulting in bodily injury.

"Card" means the World 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, air, or water conveyance which is licensed to transport passengers for hire, provided it maintains published timetables and fares. Taxis, limousines and rental vehicles however, are not considered common carriers.

"Condition" means any ailment, illness, injury, medical complication or surgical procedure.

"Contamination" means the poisoning of people by nuclear, chemical and/or biological substances which causes illness and/or death.

"Departure Date" means the date on which You leave Your Province.

"**Dependent Children**" means an unmarried child of the Cardmember or his or her Spouse who is, on the Departure Date, 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.

"**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 license) at the location where the Treatment is provided.

"**Emergency**" means an unexpected and unforeseeable illness or injury (arising within the first eight (8) consecutive days of Your Trip if You are age 64 or under) for which immediate medical Treatment is needed to prevent or alleviate existing danger to life or health and cannot be reasonably delayed until You return to Your Province.

"Family Member" means Your or Your Travelling Companion's spouse, mother, father, stepparent, in-law, daughter, son, step-child, 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.

"Government Health Insurance Plan" means the health insurance coverage that Canadian provincial and territorial governments provide for their residents.

"Hospital or Medical Facility" means a licensed facility, which provides people with care and medical Treatment needed because of an Emergency. The facility must be staffed 24 hours a day by qualified and licensed Doctors and nurses. A Hospital or Medical Facility does not include a spa or nursing home.

"Minor Ailment" means any sickness or injury which does not require: the use of medication for a period of greater than 15 days; more than one follow-up visit to a physician, hospitalization, surgical intervention, or referral to a specialist; and which ends at least 30 consecutive days prior to the Departure Date of each Trip. However, a chronic Condition or any complication of a chronic Condition is not considered a Minor Ailment.

"Province" means Your Canadian province or territory of permanent residence at the time of the Emergency.

"Reasonable and Customary Charges" means charges that are, as determined by Us, comparable to other charges for the same service and level of expertise in the place where the Emergency took place.

"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.

"**Stable**" means a Condition in respect of which there have been no new, or changes in: symptoms, prescribed medication (type or dosage of medication), or Treatment. In addition, there are no unreported results of tests, investigations, or consultations unless the results indicate no change in a previously identified Condition.

"**Travelling Companion**" means any other person (up to a maximum of two (2) people), other than a Spouse or Dependent Children, who accompanies You throughout the Trip. A travelling companion is not covered under this insurance.

"**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.

"Trip" means travel outside of Your Province of residence.

"We, "Our" and "Us" refer to Royal & Sun Alliance Insurance Company of Canada, or its authorized representatives or Global Excel Management Inc., as applicable.

"You" and "Your" refer to the following persons where the Card is in Good Standing at the time of the Emergency: the Cardmember of a Card; the Cardmember's Spouse and Dependent Children, whether they travel together or not. You and Your do not include other people who may be entitled to use the Card.

2. Flight Delay and Baggage Delay Insurance

"Aggregate Limit" means the maximum amount which will be paid as the result of any covered occurrence regardless of the number of fares charged to the Card. If the total amount claimed by all Insured Persons as a result of any one covered occurrence is more than the aggregate limit, the amount to be paid for each Insured Person will be prorated in amount for all Insured Persons.

"Card" means the World 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 Full Fare 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 flight, 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.

"Emergency Needs" means the costs incurred by an Insured Person for the purchase of necessary clothing and personal hygiene articles as determined by the Insurer.

"Full Fare" means one hundred per cent (100%) of the Common Carrier ticket price, including taxes, 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.

"Reasonable Living Expenses" means an Insured Person's expenses for meals and accommodation as determined by the Insurer.

"**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.

"We" "Our" and "Us" refer to Royal & Sun Alliance Insurance Company of Canada or Global Excel Management Inc., its authorized claims and assistance provider, as applicable.

"You" and "Your" mean an Insured Person.

3. Lost or Stolen Baggage Insurance

"Card" means the World 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.

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

- a) is under 21 years of age;
- 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 airline ticket price, including taxes, which was charged to the Card. Full fare is extended to include airline tickets 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.

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

"**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.

"We", "Our" and "Us" refer to Royal & Sun Alliance Insurance Company of Canada or Global Excel Management Inc., its authorized claims and assistance provider, as applicable.

"You" and "Your" mean an Insured Person.

4. Hotel/Motel Burglary Insurance

"**Burglary**" means the taking of or damage to Your personal property as a result of unlawful entry into Your Hotel/Motel premises for which there are visible signs of force made by tools, explosives, electricity or chemicals.

"Card" means the World 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.

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

- a) is under 21 years of age;
- 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.

"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.

"Hotel/Motel" means a licensed or registered company in the business of providing commercial accommodation.

"Insured Person" means the Cardmember, Spouse and Dependent Children, whether travelling together or not, when one hundred per cent (100%) of the cost of the Hotel/Motel room, including any applicable taxes, is charged to the Card, reserved with the Card and paid in full by being charged to the Card upon check-out, or paid for with points from the Card reward program.

"Other Insurance" means any and all policies of insurance or indemnity which provide similar coverage to an Insured Person for loss, theft or damage covered under the policy and as further defined in the certificate.

"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.

"We," "Our" and "Us" refer to Royal & Sun Alliance Insurance Company of Canada or Global Excel Management Inc., its authorized claims and assistance provider, as applicable.

"You" and "Your" mean an Insured Person.

5. Car Rental Collision/Loss Damage Insurance

"Actual Cash Value" means what the Rental Auto is worth on the date of the theft, loss and damage and takes into account such things as depreciation and obsolescence. In determining depreciation, the Insurer will consider the condition of the Rental Auto immediately before the theft, loss and damage occurred, and the standard market resale value and normal life expectancy.

"Antique" means a vehicle over 20 years old or which has not been manufactured for 10 years or more.

"Car Sharing Program" means a car rental club which gives its members 24-hour access to a fleet of cars parked in a convenient location.

"Card" means the World 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.

"**Coverage Period**" means the rental period not to exceed forty-eight (48) consecutive days, commencing at the time the Cardmember legally takes control of the Rental Auto and ends at the time the Rental Agency resumes control of the Rental Auto.

If the Cardmember rents a Rental Auto for longer than forty-eight (48) consecutive days, there will be no coverage under this insurance, including the first forty-eight (48) days. Coverage cannot be extended for more than forty-eight (48) days by renewing or taking out a new Rental Agreement with the same or another Rental Agency for the same or another Rental Auto. A full calendar day between rentals must exist in order to break the forty-eight (48) consecutive-day cycle.

"Eligible Person" means a Cardmember and Secondary Drivers, while covered under the certificate.

"Exotic" means any automobile which is not a standard Rental Auto offered by most of the Rental Agencies in the province or state, or in a country without provinces or states, where the vehicle was rented or is a vehicle totally or partially custom made, handmade, hand finished or is a vehicle of limited production (under 2,000 vehicles per year by the manufacturer). Exotic automobiles include, but are not limited to the following models: Aston Martin, Bentley, Bricklin, Daimler, De Lorean, Excalibur, Ferrari, Jaguar, Jensen, Lamborghini, Lotus, Maserati, Porsche, Rolls Royce, and limousines.

"Expensive" means any vehicle with, in its model year, a Manufacturer's Suggested Retail Price (MSRP) excluding all taxes, over sixty-five thousand dollars (\$65,000) Canadian, at the place the Rental Agreement is signed or the Rental Auto is picked up.

"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.

"Gross Vehicle Weight" means the weight of the complete Mini-van plus the maximum load that it has been designed to carry.

"Loss of Use" means the amount paid to a Rental Agency to compensate it when a Rental Auto is unavailable for rental while undergoing repairs for damage incurred during the Coverage Period.

"Mini-Van" means a vehicle which is designed and made by an automobile manufacturer as a mini-van, which has a manufacturer's list gross vehicle weight of not more than 5955 pounds or 2701 kilograms. It is exclusively made to transport a maximum of eight (8) people including the driver. It is used exclusively for transportation of passengers and their luggage and will not be used by the Cardmember for transportation of passengers for hire. It includes but is not limited to the following models: Ford Freestar, Chevrolet Astro, GMC Safari, Dodge Caravan, Honda Odyssey, Toyota Sienna and Nissan Quest.

"**Off-Road Vehicle**" means any vehicle while it is being operated on a road not maintained by a federal, provincial, state, or local agency, not including an entry or exit to private property, or any vehicle which cannot be licensed to drive on a public road and is designed and manufactured primarily for off-road usage.

"**Principal Driver**" means the Cardmember. The Cardmember must drive the Rental Auto the majority of the time during the Coverage Period.

"Secondary Drivers" means any drivers who are not the Principal Driver of the Rental Auto who are permitted to operate the Rental Auto by the Cardmember (the Principal Driver) and provided they are permitted to operate the Rental Auto in accordance with the Rental Agreement, while covered under the certificate.

"**Rental Agency**" means an auto rental agency licensed to rent vehicles and which provides a rental agreement. For greater certainty, throughout the certificate the term "rental agency" refers to both traditional auto rental agencies and Car Sharing Programs.

"Rental Agreement" means the written contract between the Cardmember and the Rental Agency for the Rental Auto.

"Rental Auto" means an automobile not rented in excess of the Coverage period from a Rental Agency, that is not an Antique, Expensive, or Exotic automobile, nor a truck, Off-Road Vehicle, motorcycle, moped, recreational vehicle, camper, trailer, nor a van. However, Mini-vans are covered.

"**Tax-Free Car**" means a tax-free car package that provides tourists with a short-term (17 days to 6 months), tax-free vehicle lease agreement with a guaranteed buyback.

6. Car Rental Personal Effects Insurance

"Actual Cash Value" for Personal Effects Insurance means what the property is worth on the date of the Burglary or damage, and takes into account such things as the cost of replacement less any depreciation and obsolescence. In determining depreciation, we will consider the condition of the property immediately before the Burglary or damage occurred, the resale value and normal life expectancy.

"Antique" means a vehicle over 20 years old or which has not been manufactured for 10 years or more.

"Burglary" means the taking of or damage to Personal Effects as a result of felonious entry into the Rental Auto.

"Card" means the World 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 and who pays for the rental with such Card.

"**Coverage Period**" means the period of time not to exceed more than forty-eight (48) consecutive days, commencing at the time the Cardmember legally takes control of the Rental Auto and ends at the time the Rental Agency resumes control of the Rental Auto.

If the Cardmember rents a vehicle for longer than forty-eight (48) consecutive days, there will be no coverage under this insurance, including the first forty-eight (48) days. Coverage period cannot be extended for more than forty-eight (48) days by renewing or taking out a new Rental Agreement with the same or another Rental Agency for the same or another vehicle. A full calendar day between rentals must exist in order to break the 48 consecutive-day cycle.

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

- a) is under 21 years of age;
- 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.

"Exotic" means any automobile which is not a standard Rental Auto offered by most of the Rental Agencies in the province or state, or in a country without provinces or states, where the vehicle was rented or is a vehicle totally or partially custom made, handmade, hand finished or is a vehicle of limited production (under 2,000 vehicles per year by the manufacturer). Exotic automobiles include, but are not limited to the following models: Aston Martin, Bentley, Bricklin, Daimler, De Lorean, Excalibur, Ferrari, Jaguar, Jensen, Lamborghini, Lotus, Maserati, Porsche, Rolls Royce and limousines.

"**Expensive**" means any vehicle with, in its model year, a Manufacturer's Suggested Retail Price (MSRP) excluding all taxes, over sixty-five thousand dollars (\$65,000) Canadian, at the place the Rental Agreement is signed or the Rental Auto is picked up.

"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.

"Gross Vehicle Weight" means the weight of the complete Mini-van plus the maximum load that it has been designed to carry.

"Household Property" means any property which is or shall be used to equip, furnish, decorate or finish a residence.

"**Mini-Van**" means a vehicle which is designed and made by an automobile manufacturer as a mini-van, which has a manufacturer's list Gross Vehicle Weight of not more than 5955 pounds or 2701 kilograms. It is exclusively made to transport a maximum of eight (8) people including the driver. It is used exclusively for transportation of passengers and their luggage and will not be used by the Cardmember for transportation of passengers for hire. It includes but is not limited to the following models: Ford Freestar, Chevrolet Astro, GMC Safari, Dodge Caravan, Honda Odyssey, Toyota Sienna and Nissan Quest.

"Occurrence" means a loss or losses arising from a single event or incident which is neither expected nor intended by a Cardmember, their Spouse, and Dependent Children.

"Off-Road Vehicle" means any vehicle while it is being operated on a road not maintained by a federal, provincial, state, or local agency, not including an ingress or egress to private property, or any vehicle which cannot be licensed to drive on a public road and is designed and manufactured primarily for off-road usage.

"**Personal Effects**" means accompanying tangible moveable property owned by the Cardmember, their Spouse, and Dependent Children, which is used solely for the Cardmember's, their Spouse's, and Dependent Children's personal adornment or personal use.

"**Personal Effects Insurance**" coverage is provided for the Coverage Period and covers the Cardmember for the Actual Cash Value of Personal Effects in the event of Burglary or damage resulting from Burglary to Personal Effects while such Personal Effects are in transit in the Rental Auto.

"**Rental Agency**" means an auto rental agency licensed under the law of the applicable jurisdiction which provides a Rental Agreement.

"Rental Agreement" means the written contract between the Cardmember and the Rental Agency for the Rental Auto.

"Rental Auto" means an automobile not rented in excess of the coverage period from a Rental Agency, that is not an Antique, Expensive, or Exotic automobile, nor a truck, Off-Road vehicle, motorcycle, moped, recreational vehicle, camper, trailer, nor a van, but Mini-vans are covered.

"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.

"**Tax-Free Car**" means a tax-free car package that provides tourists with a short-term (17 days to 6 months), tax-free vehicle lease agreement with a guaranteed buyback.

7. Car Rental Accidental Death and Dismemberment Insurance

"Activities of Daily Living" means the following six (6) activities:

- 1. Maintaining continence: controlling urination and bowel movements, including the ability to use ostomy supplies or other devices such as catheters;
- 2. Transferring: moving between a bed and a chair, or a bed and a wheelchair;
- 3. Dressing: putting on and taking off all necessary items of clothing;

- 4. Toileting: getting to and from a toilet, getting on and off a toilet, and performing associated personal hygiene;
- 5. Eating: performing all major tasks of getting food into the body; and

6. Bathing: washing in either a tub or shower, including the task of getting in or out of the tub or shower.

"Antique" means a vehicle over 20 years old or which has not been manufactured for 10 years or more.

"Card" means the World 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 and who pays for a Rental Auto with such Card.

"**Coverage Period**" means the period of time not to exceed more than forty-eight (48) consecutive days, commencing at the time the Insured legally takes control of the Rental Auto and ends at the time the Rental Agency resumes control of the Rental Auto. If the Insured Cardmember rents a vehicle for longer than forty-eight (48) consecutive days, there will be no coverage under this insurance either during or after the first forty-eight (48) days. Coverage cannot be extended for more than forty-eight (48) days by renewing or taking out a new Rental Agreement with the same or another Rental Agency for the same or another vehicle. A full calendar day between rentals must exist in order to break the 48 consecutive-day cycle.

"Covered Rental Auto" means a Rental Auto that has been paid for using the Card. It is understood that coverage is also extended if:

- 1. the Cardmember receives a "free rental" as a result of a promotion, where previous vehicle rentals were made if each such previous rental was entirely paid for with the Card and the applicable taxes for the "free rental" have been charged to the Card;
- 2. the points earned under the Cardmember's Card reward program are used to pay for the rental(s) and any charges not paid for with points from the Card reward program, including the applicable taxes, have been charged to the Card. The payment may be made by charging the Cardmember's Card or through the redemption of points from the Card reward program or a combination of both methods of payment.

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

- a) is under 21 years of age;
- 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.

"Exotic" means any automobile which is not a standard Rental Auto offered by most of the Rental Agencies in the province or state or in a country without provinces or states, where the vehicle was rented or is a vehicle totally or partially custom made, handmade, hand finished or is a vehicle of limited production (under 2,000 vehicles per year by the manufacturer). Exotic automobiles include, but are not limited to the following models: Aston Martin, Bentley, Bricklin, Daimler, De Lorean, Excalibur, Ferrari, Jaguar, Jensen, Lamborghini, Lotus, Maserati, Porsche, Rolls Royce, limousines.

"**Expensive**" means any vehicle with, in its model year, a Manufacturer's Suggested Retail Price (MSRP) excluding all taxes, over sixty-five thousand dollars (\$65,000) Canadian, at the place the Rental Agreement is signed or the Rental Auto is picked up.

"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.

"Gross Vehicle Weight" means the weight of the complete Mini-van plus the maximum load that it has been designed to carry.

"**Immediate Family**" means Spouse, parent, legal guardian, legal ward, step-parent, grandparent, grandchild, in-law, natural or adopted child, step-child, brother, sister, step-brother, step-sister, aunt, uncle, niece, nephew.

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

"Insured" means a Cardmember who pays for the rental of the Rental Auto by using the Card, and their Spouse and Dependent Children.

"**Mini-Van**" means a vehicle which is designed and made by an automobile manufacturer as a mini-van, which has a manufacturer's list Gross Vehicle Weight of not more than 5955 pounds or 2701 kilograms. It is exclusively made to transport a maximum of eight (8) people including the driver. It is used exclusively for transportation of passengers and their luggage and will not be used by the Cardmember for transportation of passengers for hire. It includes but is not limited to the following models: Ford Freestar, Chevrolet Astro, GMC Safari, Dodge Caravan, Honda Odyssey, Toyota Sienna, Nissan Quest.

"**Off-Road Vehicle**" means any vehicle while it is being operated on a road not maintained by a federal, provincial, state or local agency, not including an entry or exit to private property, or any vehicle which cannot be licensed to drive on a public road and is designed and manufactured primarily for off road usage.

"Permanent and Total Disability" means Injury which prevents an Insured from performing at least two (2) of the six (6) Activities of Daily Living, without assistance from another person. Also, the Insured must be determined, on evidence satisfactory to the Insurer, to be and remain, as of twelve (12) months after the date of the Injury, incapable of performing at least two (2) of the six (6) Activities of Daily Living without assistance from another for the remainder of his or her life. The disability must be determined to be total, permanent, and irreversible and certified to be such by a physician acceptable to the Insurer. The Insured's inability to actually obtain employment is not a criterion to qualify for the permanent and total disability benefit.

"**Physician**" means a medical doctor, other than the Insured or the Insured's Immediate Family, who is licensed to administer medical treatment and prescribe drugs in the place where he or she provides medical services. The following are not considered to be physicians: naturopath, herbalist and homeopath.

"Rental Agency" means an auto rental agency licensed under the law of the applicable jurisdiction which provides a Rental Agreement.

"Rental Agreement" means the written contract between the Cardmember and the Rental Agency for the Rental Auto.

"**Rental Auto**" means an automobile not rented in excess of the coverage period from a Rental Agency, and an automobile that is not an Antique, Expensive or Exotic automobile, nor a truck, Off-Road Vehicle, motorcycle, moped, recreational vehicle, camper, trailer, nor a van, but Mini-vans are covered.

"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.

8. <u>\$150,000 Common Carrier Accident Insurance</u>

"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 World 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.

9. Purchase Security & Extended Warranty Insurance

"Card" means the World 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.

10. 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 World 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

11. Event Ticket Protector Insurance

"Card" means the World 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.

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